

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

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

Robert Muth requests an excused absence.

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

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

- a) Tourism Funding Contracts** - City Administrator Leana Kinley requests the approval of the Tourism Funding contracts as detailed in the staff memo for a total of \$461,650. (p. 6)
- b) Approve Stevenson-Carson School District Support Contract** - City Administrator Leana Kinley requests council approval of the 2019 contract with the Stevenson-Carson School District for pool support in the amount of \$30,000 and deliverables as outlined in the contract. (p. 122)
- c) Approve Resolution 2018-325 Revising the Salary Schedule and Correcting the Effective Date for Firefighter Pay** - City Administrator Leana Kinley requests approval of the attached Resolution 2018-325 adopting the 2019 salary schedule and changing the effective date for firefighter pay from January 1, 2018 to December 1, 2017 which is in line with the 2018 adopted budget and 2109 proposed budget. (p. 126)
- d) Approve Skamania County Incarceration Services Interlocal Agreement** - City Administrator Leana Kinley requests approval of the interlocal agreement with Skamania County for 2019 Incarceration services. The rates remain the same as 2018. (p. 128)
- e) Approve CERB Grant Agreement**- City Administrator Leana Kinley requests approval of the agreement with the Community Economic Revitalization Board for the Alternatives Analysis Feasibility Study in the amount of \$66,667. (p. 134)
- f) Approve CDBG Subrecipient Contract** - City Administrator Leana Kinley requests approval of the subrecipient contract with Columbia Cascade Housing to manage the CDBG Housing Rehabilitation project in the amount of \$400,000. (p. 162)

- g) Approve Wallis Engineering Contract for Development Engineering Services** - City Administrator Leana Kinley requests approval of the attached agreement with Wallis Engineering for Development Engineering Services in 2019 for an amount not to exceed \$15,000. (p. 177)
- h) Approve Wallis Engineering Contract for General Engineering Services** - City Administrator Leana Kinley requests approval of the contract with Wallis Engineering for General Engineering Services in the amount not to exceed \$10,000. (p. 181)
- i) Water Adjustment** - Nancy Hales (meter No. 401900) requests a water adjustment of \$196.69 for a water leak which they have since repaired.
- j) Water Adjustment** - Thomas Branson (meter No. 205700) requests a water adjustment of \$270.76 for a water leak which they have since repaired.
- k) Minutes** of November 15, 2018 regular city council meeting and the November 19, 2018 and December 6, 2018 special council meetings. (p. 185)

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

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

- a) 6:15 - Public Hearing on 2018 Proposed Budget Amendments** - City Administrator Leana Kinley will present Ordinance 2018-1132 for public comment and council consideration. (p. 205)

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) Skamania County Chamber of Commerce** - Executive Director Casey Roeder will provide an update on recent events and activities.
- b) Skamania County Economic Development Council** - Executive Director Kari Fagerness will update City Council on recent EDC activities.
- c) Stevenson Downtown Association** - Executive Director Marie Gluesenkamp-Perez will provide an update on recent events and activities.

7. OLD BUSINESS:

- a) Approve Ordinance 2018-1133 Adopting the 2019 Budget** - City Administrator Leana Kinley will present Ordinance 2018-1133 adopting the 2109 budget for council consideration.

- b) Broadcasting License Request** - Janet Campbell has responded via email to questions posed by council at the last meeting regarding the city applying for a low power FM Broadcasting license. (p. 207)
- c) Approve Resolution 2018-322** - City Council will review Resolution 2018-322 adopting key components of the City of Stevenson Shoreline Master Program comprehensive update and periodic review and authorizing submittal of the Stevenson Shoreline Master Program for approval by the Washington Department of Ecology. (p. 208)
- d) Sewer Plant Update** - Public Works Director Eric Hansen will provide an update on the Stevenson Wastewater System and Compliance Schedule. (p. 570)

8. NEW BUSINESS:

- a) Skamania EDC Contract Approval** - City Administrator Leana Kinley requests council approval of the attached contract with the Skamania County Economic Development Council for services related to the general economic development of the city for a total cost of \$10,237.50. (p. 572)
- b) Approve MOA between the City and the Stevenson Public Works Department** - City Administrator Leana Kinley requests approval of the attached contract between the City of Stevenson and the Stevenson Public Works Department regarding a streamlined Critical Areas permitting process and heightened environmental stewardship. (p. 577)
- c) Approve Ordinance 2018-1131 Business Licenses** - City Administrator Leana Kinley presents ordinance 2018-1131 regarding city business licenses for council review and approval. The state legislature adopted EHB2005 requiring cities change their business license regulations, which are incorporated in the ordinance. (p. 587)
- d) Planning Commission-Council Communication** - Discuss how council can best direct the planning commission on projects referred to them for review and recommendation.
- e) Approve Amendment to Waterfront Amenities Agreement with Port of Skamania** - The Port of Skamania requests an extension of the tourism funding contract for Waterfront Amenities through the end of 2019 and would like to add water fountains to the project as well. The total project budget remains unchanged. (p. 596)

9. INFORMATION ITEMS:

- a) Municipal Court Cases Filed** - A summary of Stevenson Municipal Court cases recently filed is attached for Council's review. (p. 598)
- b) Fire Department Report** - A copy of the Fire Chief's report for November, 2018 is attached for council review. (p. 599)

- c) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for November, 2018 is attached for council review. (p. 600)
- d) **Planning Commission Minutes** - Minutes are attached from the 10/8/18 Planning Commission meeting. (p. 610)
- e) **Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in November 2018. (p. 614)
- f) **Energy Services Proposal** - Attached is the detailed report regarding energy upgrades at City Hall and the water meter upgrades throughout the city. We are awaiting more information regarding financing options before moving forward with this project. (p. 616)

10. CITY ADMINISTRATOR AND STAFF REPORTS:

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

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a) November 2018 payroll, December 2018 Firemen's & December 2018 A/P checks have been audited and are presented for approval. November payroll checks 12993 thru 13004 total \$92,755.79 which includes eleven direct deposits, one EFTPS and four ACH payments. Firemen's checks 13005 thru 13025 for \$16,448.96 which includes three direct deposits and one EFTPS. A/P Checks 12992, 13026 thru 13099 total \$361046.49 which includes three ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting. No investment activity in November. (p. 655)

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:

- Dec. 24th and 25th Christmas Holiday City Closed
- Jan. 1st New Year's Holiday City Closed
- Jan. 3rd Alternative Analysis Second Workshop, 1-5 pm
- Jan 10th Special Council Meeting to Discuss WWTP Alternatives
- Jan 17th Regular Council Meeting



Stevenson

Leana Johnson, City Administrator

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

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

To: Stevenson City Council
From: Leana Johnson, City Administrator
RE: Tourism Fund Contracts
Meeting Date: December 20, 2018

Executive Summary:

City council discussed 2019 tourism funds in the amount of \$423,800 for 18 projects on November 15, 2018. The contracts for the approved funding are listed below.

- i) Skamania County Chamber of Commerce – Amount not to exceed \$175,000 includes both the Chamber of Commerce and Stevenson Business Association projects.
- ii) Skamania County General Services – Amount not to exceed \$15,000 includes both Fair and Timber Carnival and GorgeGrass events.
- iii) Discover Your Northwest – Amount not to exceed \$17,250
- iv) Columbia Gorge Interpretive Center – Amount not to exceed \$55,000
- v) Skamania County Senior Services – Amount not to exceed \$1,250 to operate weekend transit
- vi) Gorge Outrigger Races – Amount not to exceed \$5,000
- vii) Bridge of the Gods Kiteboarding Festival – Amount not to exceed \$3,000
- viii) Stevenson Farmers Market – Amount not to exceed \$2,000
- ix) Stevenson Downtown Association – Amount not to exceed \$40,000 for operations
- x) Stevenson Waterfront Music Festival – Amount not to exceed \$2,000 for marketing only
- xi) Walking Man Fools Fest – Amount not to exceed \$2,000 for marketing only
- xii) Stevenson Community Pool – Amount not to exceed \$2,500
- xiii) Skamania County Fair Board – Amount not to exceed \$8,000 for GorgeGrass
- xiv) Columbia Gorge Tourism Alliance – Amount not to exceed \$2,500 for a RARE position
- xv) Skamania County Fair Board – Amount not to exceed \$27,750 for Midway Reseeding with a three-year maintenance requirement.
- xvi) Stevenson Downtown Association – Amount not to exceed \$103,400 for the Park Plaza Project with \$65,550 initially authorized for engineering services and \$37,850 authorized for additional soft costs after approval of the RCO grant. Also requires city council approval of the design.

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **SKAMANIA COUNTY CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as “Chamber.”

Recitals

1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
2. Among other things, the Chamber of Commerce is formed to promote interest in the local region and is uniquely qualified to act on the City’s behalf in disseminating information about the City.
3. The Chamber of Commerce maintains a local office that can respond to tourist inquiries and direct those people to the appropriate resources.
4. The Chamber of Commerce is the central organization responsible for overseeing special events and festivals designed to attract tourists to the City.

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

1. **Performance.** The Chamber will perform the work set forth on the Scope of Work attached hereto as **Exhibits “A”, “B”, and “C”** which are incorporated herein by reference with the understanding that the work described in Exhibits B and C is designed to be a separate product that, if mutually agreed upon, could be transferred to a third party for administration.
2. **Completion.** The Chamber shall complete the services to be performed under this agreement on or before December 31, 2019.
3. **Term.** The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. **Payment**
 - a. In consideration of the work to be performed as described in Exhibit A, the City will pay the Chamber the total sum of **Ninety Thousand Dollars (\$90,000)**. As described in Exhibit A, the Chamber will submit a request for payment and a report of work completed every (30) thirty-days. Upon receipt of each satisfactory work report, the City will pay the Chamber one-twelfth (1/12) of the total deliverable **Ninety Thousand Dollars (\$90,000)** under Exhibit A or Seven Thousand Five Hundred and 00/100 (\$7,500.00). After written notice to the Chamber, the City may withhold payment if the Chamber cannot demonstrate

substantial compliance with the terms of the Scope of Work statement attached hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and the City will be excused from further performance hereunder. All payments will be reimbursements for work performed.

- b. The Chamber is authorized to administer funds to perform City of Stevenson Promotional Programs as described in Exhibits B and C attached hereto. Upon receipt and approval by the City of an itemized billing for such work, or part thereof, the City will pay the Chamber on a reimbursement basis. Total payments from the City to the Chamber for the work described in Exhibits B and C will not exceed **Eighty-Five Thousand Dollars (\$85,000.00)**. In the event the Chamber and the City mutually agree that the deliverables specified under Exhibits B and C could be transferred to a third party for administration, this contract shall be amended. The City may withhold payment if the Chamber cannot demonstrate to the City's satisfaction substantial compliance with the terms of Exhibit B and Exhibit C. Failure to submit satisfactory work reports demonstrating substantial compliance with Exhibit B and Exhibit C shall be considered a breach of this agreement, and the City will be excused from further performance hereunder.
 - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by the Chamber to the City before final payment under this contract is made.
5. **Termination and Waiver.** 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. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. **Financial Records.** The Chamber shall maintain financial records of all transactions related to this agreement for six (6) 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 Chamber.** It is hereby understood, agreed and declared that the Chamber is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that the Chamber may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if the Chamber chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** The Chamber shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees

incurred by the 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. The Chamber 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 the Chamber's employees, agents, contractors, subcontractors or other representatives.

The Chamber shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. The Chamber shall provide the City with ten (10) days notice in writing prior to cancellation of any such policy.

9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by the Chamber under the terms of this agreement shall be and remain the property of the City.
11. **Completeness of Agreement and Modification.** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations or agreements, written or oral, not incorporated herein.
12. **Equal Opportunity and Compliance With Laws.** The Chamber shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the Chamber shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. **Governing Law and Venue.** The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. **Costs and Attorney Fees.** If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorney's costs and fees and 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 appeal.

15. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber and are able to bind the City and the Chamber in a valid agreement on the terms herein.

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

CITY OF STEVENSON

**SKAMANIA COUNTY
CHAMBER OF COMMERCE**

By _____
Scott Anderson, Mayor

By _____
Board President

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Exhibit A - SCOPE OF WORK

*Skamania County Chamber of Commerce serving as
Destination Marketing Organization
and providing Visitor Information Services
plus projects serving local business and community needs*

- 1) Considering that tourism is currently Skamania County's main economic driver, the most important function of the Chamber is to promote Skamania County as a tourism destination, enhance the visitor experience and increase overnight stays. The Chamber will answer visitor requests by phone, mail, e-mail and in person. Fulfillment materials will continue to be produced.
- 2) Staff the Visitor Information Center with paid employees, year-round five days a week. In addition, the center will be open seven days a week from Memorial Day through Labor Day. 2019 will be the ninth season of the satellite visitor center, the Chamber "Outpost, at the Bridge of the Gods. Open from Memorial Day through Labor Day, Thursday through Sunday.
- 3) Maintain counts of visitor contacts by category and, where possible, evaluate effectiveness of various promotional approaches.
- 4) One-time cost of approximately \$2,000 for a 1/6 page display ad in the 2019 Official Washington State Visitors Guide promoting Skamania.
- 5) Maintain and advertise our toll-free phone number.
- 6) Advertise and maintain Chamber website including enhanced search engine optimization, trip itineraries and adding new images.
- 7) Organize, plan and execute Bigfoot Bash at Logtoberfest in Home Valley.
- 8) Organize, plan and execute Gorge Blues & Brews Festival, 4th of July Fireworks and Christmas in the Gorge in Stevenson.
- 9) Handle all promotional programs for City of Stevenson tourism.
- 10) Attend trade shows promoting Skamania County in 2019.
- 11) Sponsor, assist with content and distribute 2019 Skamania County Visitors Guide, magazine-size publication showcasing Skamania County (increased run of 22,000 to be printed and distributed).
- 12) Update the Skamania County "Lure" brochure with the Accommodations Guide (listing all hotels, motels and campgrounds), Dining Guide and Calendar of Events and distribute at locations throughout Washington and Oregon.
- 13) Update databases on local recreation, goods and products such as guide services, gift items, hiking trails, family activities and campgrounds in the region.
- 14) Update the Relocation Guide and package to be sent in response to requests.
- 15) We will continue to work closely with state, regional and national tourism organizations:
 - a. Columbia River Gorge Tourism Alliance
 - b. Washington State Destination Marketing Organizations Association (WSDMO)
 - c. Washington Tourism Alliance

- 16) Respond to inquiries from travel writers with suggested story ideas.
- 17) Assist Columbia River Gorge Tourism Alliance, Carson Hot Springs Resort and Skamania Lodge with FAM (familiarization) press tours visiting Stevenson and Skamania County.
- 18) The Chamber will assist event coordinators from the County, private organizations and local business associations in the planning, production and advertising of the many county-wide events
- 19) Sell event tickets for events hosted by Skamania County Community Events and Recreation and other local associations as requested.
- 20) Place a two-page ad placement within the 'Columbia Gorge Visitors Guide'. Participation in this regional guide offers our local businesses a competitively priced four-color cooperative advertising opportunity.
- 21) Continue to promote the Columbia Gorge Interpretive Center Museum, the Gifford Pinchot National Forest and Mt. St. Helens Volcanic Monument.
- 22) Partner with neighbors in Cascade Locks on promotion of Pacific Crest Trail in the Columbia River Gorge.
- 23) Use Pacific Crest Trail as one of the four main foci (Columbia River Gorge National Scenic Area, Gifford Pinchot National Forest, Mount St. Helens National Volcanic Monument being the other three) in broad marketing of Skamania County.
- 24) Work with the three organized business associations in Skamania County: Stevenson, North Bonneville and Wind River.
- 25) Operate a retail center in the Chamber office providing souvenirs and memorabilia to visitors.

2018 Chamber Project Review (in brief)

- Professionally, we met the many diversified needs of our visitors seeking information
- Chamber membership reached an all-time high with 290 organizations, businesses and individuals.
- We developed and placed various ads as contracted:
 - Washington State Visitors Guide
 - Columbia River Gorge Visitors Guide Co-Op
 - The Gorge Magazine Co-Op
 - Hood River/The Dalles Visitor Guide
 - The Columbian NW Connection
 - Wind River Publishing – guestroom directories, visitors guide
- We assisted event coordinators in various methods with promoting countywide events.
- Organized and executed first fundraising auction which took place during Annual Dinner & Awards Ceremony in January. Raised close to \$15,000 to supplement Chamber budget.
- Sponsored a full schedule of Chamber “Happy Hours” events with record attendance.
- Organizing the 12th Annual Small Business Showcase offering all members an opportunity to host their fellow members and promote their services.
- “Chamber Break”, morning networking sessions, held once a month in the morning at various member locations.
- Focused on social media marketing for Facebook pages promoting Skamania County, City of Stevenson and local events.
- Worked with Skamania County Senior Services, USFS-CRGNSA and WSDOT by soliciting Stevenson businesses to provide discount to Dog Mountain shuttle riders, incentivizing use of the shuttle rather than parking directly at the trailhead.
- Guided Wind River Business Association in the planning, organization and execution of Bigfoot Bash at Logtoberfest, held in Home Valley. The third-year event was a huge success with over 1,500 people in attendance.
- We assisted the City of North Bonneville with components of Gorge Days planning.
- Served as the lead party for organizing Gorge Blues & Brews Festival in Stevenson, marking its 25th anniversary.
- Organized 4th of July fireworks display at Skamania County Fairgrounds in Stevenson.
- Staged the annual parade during the Skamania County Fair.
- Organized Fall Hike the Gorge weekend in Stevenson, with participation from Stevenson businesses providing discounts to customers who show proof of their hike.
- Currently working on all details of Christmas in the Gorge activities, planned for the first weekend in December. Also implement “Shop Stevenson for Christmas” campaign.
- Produced monthly electronic newsletter “Columbia Currents”. Also produced weekly e-blast “Under Currents” highlighting member businesses and advising of current events and activities.
- Under Columbia Gorge Tourism Alliance, applied for and acted as supervisor for RARE participant under University of Oregon program. The RARE student is serving as an intern for CGTA. Working on Columbia Gorge Tourism Summit planning committee.
- Serve on Stevenson Downtown Association board of directors and Promotion committee, working on various projects.
- Please review 2018 monthly reports (presented to Skamania County monthly) to further explain the full extent of the Chamber’s vast list of deliverables and the amount of work entailed.

2019 Chamber Project Overview

- Staff transition with new Executive Director taking the lead in January and training new Administrative Manager.
- To manage and operate one of Washington's "finest and most informative" Visitor Information Center (as described by our guests) plus the satellite visitors center Chamber "Outpost", meeting the needs of the increasing number of visitors seeking comprehensive assistance by educated and informed staff.
- Meet the needs of the international and domestic visitors in 2019.
- Serve as the destination marketing organization for Skamania County.
- Identify and execute fundraising opportunities to grow Chamber operating revenue.
- On a daily basis meet the obligations as "tourism representative" to legislative and association affiliations on behalf of Stevenson and Skamania County.

Exhibit B

City of Stevenson Promotional Program Deliverables and other work on behalf of Stevenson Business of Association

- Assist Stevenson Downtown Association director as necessary and requested.
- Work closely with Sasquatch Advertising on marketing campaign updates, website enhancements, display ad placement, seasonal promotions such as Fall Hiking Weekend, Instagram campaign, etc.
- Administer the Stevenson Facebook page. Post regular updates, notices, photos and items of interest.
- Maintain Stevenson promotional website with current business information.
- Serve on Stevenson Downtown Association board of directors.
- Work with Sasquatch on the distribution of a seasonal Stevenson-focused electronic newsletter called "The Tracker". Chamber staff writes articles and provides images and Sasquatch handles the deployment.
- Cooperate with Sasquatch Advertising on the "Fall Hike the Gorge" campaign, soliciting Stevenson businesses to provide discounts to hikers over one weekend in October.
- Worked cooperatively with Skamania Lodge on seasonal marketing projects including radio and print.
- Order placement of Stevenson display ads in regional guides and publications.
- Chamber staff leads the working committee to organize Gorge Blues & Brews Festival. Handle all aspects of marketing and promotion, volunteer organization, security scheduling, bookkeeping and many other tasks.
- Organize "Christmas in the Gorge" event with over 700 visitors to the Bazaar at the Skamania County Fairgrounds Exhibit Hall. 20 vehicles participated in the Starlight Parade with over 500 spectators viewing the parade and tree lighting.
- Revise Stevenson downtown map several times as new businesses open and others close. Order printing of map many times throughout the year.
- Update the tall kiosk maps on downtown lampposts, order new signs and schedule placement.
- Worked with event planners on date changes and/or re-design of kiosk diebond signs.
- Provide maps, guides and information to "Queen of the West", "American Pride" and "American Empress" crews for distribution on board.
- Created Shop Local campaign and promotions.
- Compile information for registration packets for various groups at Skamania Lodge and those holding events at Skamania County Fairgrounds.
- Administer the Stevenson Bucks program.
- Organize and hold monthly SBA meetings including creation of agenda, scheduling presentations, etc.
- Manage the SBA financial accounts including receivables and payables.

STEVENSON BUSINESS ASSOCIATION SPONSORED EVENTS

- Stevenson's flagship summer event, Gorge Blues & Brews Festival, takes place in the peak season (the Saturday following Fathers Day in June). 2019 will be the 26th anniversary of this event. Attendance is measured by on-line registration, occupancy counts at lodging properties and local campgrounds and beer/wine glass counts. By creating a two-day event, overnight stays have increased accordingly. The amount allocated within this request of \$9,000 represents approximately 20% of the entire event budget. Chamber staff assists with the event coordination and manages the promotion, including but not limited to:
 - Print advertisement design and placement
 - Website updates
 - Social media (i.e., Facebook) updates and regular postings
 - Banner, sandwich board and poster design
 - Diebond sign update and installation
 - T-shirt design and sales
 - Sponsorship solicitation
 - Financial administration
 - Volunteer recruitment and scheduling
- Christmas in the Gorge is an event designed to increase visitation to Stevenson during the shoulder holiday season. With activities beginning on Friday night and continuing through Sunday, overnight stays are encouraged. Attendance is determined by occupancy counts at lodging properties, physical counts at various activities, website statistics and social media interaction. \$5,000 provided by hotel/motel funds represents approximately 50% of the total budget. The Chamber manages event coordination and promotion of Christmas in the Gorge, including but not limited to:
 - Print advertisement design and placement
 - Website page creation
 - Social media (i.e., Facebook) updates and regular postings
 - Diebond sign installation
 - Working with local artist on annual CIG poster, printing and distribution
 - Creation of Christmas in the Gorge flyer and distribution through Pioneer, schools, etc.
 - Schedule small tree lighting
 - Organization of Starlight Parade
 - Organization of downtown business decorations and contest
 - Organization and execution of crafts bazaar
 - Organization of weekend schedule of activities
 - Scheduling of entertainment, i.e., carolers, artists, etc.
- 4th of July Fireworks show has a direct impact on occupancy at Skamania Lodge and other Stevenson lodging properties. By providing a fireworks display, this holiday is more likely to entice overnight stays in Stevenson. \$6,500 is the total budget for this event, \$5,000 of which is spent on the fireworks themselves. The additional \$1,500 covers all marketing, posters, advertisements and

entertainment. The Chamber manages event coordination of the fireworks, including but not limited to:

- Print advertisement design and placement
- Poster design, printing and distribution
- Press release composition and distribution
- Social media (i.e., Facebook) updates and postings
- Scheduling live band
- Scheduling of pyrotechnician services.
- Scheduling of food vendors.
- Organizing set up of event site – fencing, seating, bathrooms, etc.
- Onsite attendance of event to count people, ensure execution.

Exhibit D

**SKAMANIA COUNTY CHAMBER OF COMMERCE
2019 REVENUES AND EXPENSES
(DRAFT)**

<u>PROPOSED REVENUE SOURCES</u>	<u>AMOUNT</u>
Skamania County – Chamber Operation	\$ 55,000
City of Stevenson – Chamber Operation	90,000
City of Stevenson – Promotional Programs Management Time	8,000
Annual Dues	30,000
Fundraising	12,000
Miscellaneous Revenue (annual meeting, postage, newsletter ads, Forest Pass, retail sales, contributions, etc.)	<u>4,000</u>
Total Proposed 2018 Revenue	\$199,000

<u>PROPOSED EXPENDITURES</u>	<u>AMOUNT</u>
Administration (wages/salaries, taxes, employee benefits, accounting services)	\$ 110,000
Marketing (advertising, trade show program, website design and maintenance, web hosting, printing, fulfillment, etc.)	64,000
Operations (annual meeting, bank fees, equipment, insurance, office supplies, cleaning, postage, office rent, shipping, telephone, Outpost, etc.)	<u>25,000</u>
Total Proposed 2018 Expenses	\$199,000

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION AND OPERATION OF EVENTS IN STEVENSON
TO ATTRACT TOURISTS - 2019**

THIS AGREEMENT made and entered into this 20th day of December, 2018 between Skamania County, a municipal corporation, hereinafter referred to as “**COMMUNITY EVENTS AND RECREATION**”, and the City Stevenson, a municipal corporation, hereinafter referred to as the “**CITY**” for purposes hereinafter mentioned:

WHEREAS, the City is the recipient of Hotel/Motel Funds for the promotion of travel and tourism and the marketing and operation of special events and festivals and related tourist activities in Stevenson,

WHEREAS, the City wishes to increase publicity about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

WHEREAS, the City and the County and its Department of Community Events and Recreation mutually agree that the County can provide promotional information and operation of **events described in Exhibit “A”** that will increase tourism; and

NOW, THEREFORE, BE IT RESOLVED, that the City and the County through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

1. Performance: Department of Community Events and Recreation shall design and conduct promotion for tourist events/festivals as described on Exhibit A, and operate said events,
2. Completion: All work shall be completed by December 31, 2019. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, Community Events and Recreation Department, must submit to the City a completed copy of the Lodging Tax Report for each of the events described in Exhibit A. Final payment on the contract will be withheld until receipt of report.
3. Term: The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse the Community Events and Recreation Department up to \$15,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 2 above shall be submitted before final payment under this contract is made.
5. Default: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting

party is excused from further performance hereunder.

6. Termination: This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records: The Community Events and Recreation Department shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or Federal Auditors.
8. Status of Community Events and Recreation Department: It is hereby understood, agreed and declared that Community Events and Recreation Department is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. Community Events and Recreation Department agrees to indemnify and hold harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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.

Community Events and Recreation Department further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims made against the City by Skamania County employees, agents, contractors, subcontractors or other representatives.

10. Assignment: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings representations, or agreement, written or oral, not incorporated herein.
12. Equal Opportunity and compliance With Laws: Community Events and Recreation Department shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Community Events and Recreation Department shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue: The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees: If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all cost and expenses so incurred by the non-defaulting party, including without limitation, reasonable attorney costs and fees and 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.

15. Certification of Authority: The parties hereby certify that the person executing this agreement on behalf of City and Community Events and Recreation Department, have legal authority to enter into this agreement on behalf of City and Community Events and Recreation Department, and are able to bind City and Community Events and Recreation Department, in a valid agreement on the terms herein.

16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2018 or sooner as provided in paragraph 6.0 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for event promotion and operation.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6.0 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. 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, the parties hereto have executed this agreement as of the day and year first above written.

/ / / / / / [Signatures appear on next page] \ \ \ \ \ \

CITY OF STEVENSON

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

City of Stevenson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
City Attorney

Chairman

Commissioner

Commissioner

Clerk of the Board

APPROVED AS TO FORM:
Prosecuting Attorney

EXHIBIT A
Tourism Promotional and Event Operation Services

Skamania County Fair & Timber Festival	\$ 5,000
Columbia Gorge Bluegrass Festival	<u>\$ 10,000</u>
Total Award:	<u>\$ 15,000</u>

1. Movement of funds between programs of up to 10% of the total contract amount is allowed.
2. Community Events and Recreation shall plan and operate the above events as described on the respective Tourism Funding Application Forms submitted by Community Events and Recreation for these events, incorporated herein by reference.

AGREEMENT

This agreement made and entered into this 20th day of December, 2018, between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and **DISCOVER YOUR NORTHWEST**, a 501(c) (3) non-profit corporation, hereinafter referred to as “Discover Your Northwest.”

Recitals

1. The City of Stevenson desires to increase dissemination of information about the City to attract visitors to the local region and to encourage tourism.
2. Among other things, Discover Your Northwest is formed to promote interest in the local region and is uniquely qualified to act on the City’s behalf in disseminating information about U.S. Forest Service programs and services.
3. Discover Your Northwest has experience in partnering with public agencies such as the US Forest Service to provide on-site resources that improve a visitor’s experience when visiting the Columbia River Gorge; and Discover Your Northwest is willing to maintain a local visitor’s facility that can respond to tourist inquiries and direct those people to the appropriate resources.
4. Discover Your Northwest is uniquely suited to partner with Skamania Lodge, the US Forest Service and the City to serve the more than 20,000 tourists that annually visit the Skamania Lodge Visitor Center by recruiting volunteers, operating the book sales operation, and managing the recreation pass sales program.

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

1. **Performance.** Discover Your Northwest will perform the work set forth on the Scope of Work attached hereto as Exhibits “A” and “B” which are incorporated herein by reference.
2. **Completion.** Discover Your Northwest shall complete the services to be performed under this agreement on or before December 31, 2019.
3. **Term.** The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. **Payment.** In consideration of the work performed as described in Exhibit A, the City will reimburse Discover Your Northwest a total sum **not to exceed Seventeen Thousand Two Hundred Fifty dollars (\$17,250)**. Discover Your Northwest will submit a request for reimbursement and a report of work completed every (30) thirty-days. Upon receipt of each satisfactory work report, the City will reimburse Discover Your Northwest the invoiced amount. After written notice to Discover Your Northwest, the City may withhold payment if Discover Your Northwest cannot demonstrate substantial compliance with the terms of the Scope of Work statement attached hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and

the City will be excused from further performance hereunder.

5. **Default.** Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. 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.

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.

6. **Financial Records.** Discover Your Northwest shall maintain financial records of all transactions related to this agreement for six (6) 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 Discover Your Northwest.** It is hereby understood, agreed and declared that the Discover Your Northwest is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that Discover Your Northwest may contract with the US Forest Service, Skamania Lodge or others to affect the performance of certain services set forth in the Scope of Work; provided, however, that if Discover your Northwest chooses to assign any services, it will notify the City prior to the assignment of those services as listed on the Scope of Work.

8. **Insurance and Liability.** Discover Your Northwest shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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. Discover Your Northwest 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 Discover Your Northwest employees, agents, contractors, subcontractors or other representatives.

Discover Your Northwest shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of work hereunder. Discover Your Northwest shall provide the City with ten (10) days notice in writing prior to cancellation of any such policy.

9. **Assignment.** Except as set forth in Paragraph 7 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

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.** Discover Your Northwest shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Discover Your Northwest 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 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 attorney's costs and fees and 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 appeal.

14. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and Discover Your Northwest have legal authority to enter into this agreement on behalf of the City and Discover Your Northwest and are able to bind the City and Discover Your Northwest in a valid agreement on the terms herein.

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

CITY OF STEVENSON:

DISCOVER YOUR NORTHWEST:

Scott Anderson, Mayor

Signature

ATTEST:

Printed Name & Title

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC City Attorney

Exhibit A

Scope of Work

Discover Your Northwest will hire a person to work as an Information Assistant at the FS VC in Skamania Lodge for six hours per day Wednesday through Sunday of 2019.

This Information Assistant will:

1. Provide up to date information about the cultural, natural, scenic and recreational resources of the Columbia Gorge National Scenic Area.
2. Provide information about recreational resources in the Gifford Pinchot National Forest.
3. Sell books, maps and passes.
4. Have access and the skill to locate information on the FS network and other sources available on the internet.
5. Be able to inform visitors about FS programs.
6. Be able to inform visitors about non-Forest Service events and programs in the area.
7. Email weekly (no later than Wednesday at noon) to the Skamania County Chamber office (angie@skamania.org) about events or special programs being offered by the Forest Service to visitors.
8. Email to the Stevenson Business Association announcements of the Visiting Value Field Ranger Program to be held in Stevenson. Those announcements will be posted to the appropriate media outlets. Work with the Visiting Value Field Ranger Program to ensure that adequate facilities are available for their programs
9. Post the weekly issue of the Skamania County Chamber of Commerce issue of "Undercurrents" in the Forest Service Information Center. The weekly issue will be forwarded to the Center's attention at fsskamania@hotmail.com by the Chamber Staff.

The passes offered for sale will include:

- NWFP Annual
- NWFP Day
- Interagency Annual
- Senior Pass

The Forest Service will enroll the Information Assistant as a volunteer to allow greater access to FS resources.

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the Columbia Gorge Interpretive Center Museum, hereinafter referred to as “Interpretive Center” or “Museum”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. Among other things, the Interpretive Center routinely distributes promotional material that would generate interest in the City and the local region.
3. The Interpretive Center is uniquely qualified to provide historically oriented promotional information to potential visitors, which is an important consideration with more than 40% of tourists listing historical sites/museums as a key destination.
4. The Interpretive Center is a key tourist-related facility within the community.
5. It is in the City’s interest to contract with the Interpretive Center to perform certain activities relating to the encouragement of increased tourism, the promotion of tourist interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance & Payment. The Interpretive Center will perform the work as described in Exhibit A and submit requests for payment within forty-five days of each accepted and audited task. The maximum amount to be reimbursed under this agreement is \$55,000 as further described in Exhibit A.
2. Completion. The Interpretive Center shall complete the work to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. 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. 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.
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. Payment for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.

6. Status of Interpretive Center. It is hereby understood, agreed and declared that Interpretive Center 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.
7. Insurance and Liability. The Interpretive Center 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.

The Interpretive Center 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 the Interpretive Center's employees, agents, contractors, subcontractors or other representatives.

8. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
9. Ownership of Work Product. All cards, brochures, pamphlets, maps, displays, and any other thing or idea created or produced by Interpretive Center pursuant to this agreement shall be and remain the property of Interpretive Center.
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. 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.
12. 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.

13. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Interpretive Center have legal authority to enter into this agreement on behalf of City and Interpretive Center respectively and have full authority to bind City and Interpretive Center in a valid Agreement on the terms herein.

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

CITY OF STEVENSON:

COLUMBIA GORGE INTERPRETIVE CENTER:

Scott Anderson, Mayor

Printed Name & Title:

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

EXHIBIT A
Columbia Gorge Interpretive Center 2019 Tourism Funding

Task A: Advertising and Promotion

The Columbia Gorge Interpretive Center Museum shall minimally promote the museum in print ad in a minimum of six local/regional/national sites. All ads must note Stevenson, WA as the location of the museum.

The Museum shall actively maintain a website and will maintain a link between the museum website and the SBA website (cityofstevenson.com).

Other promotional activities may include radio and television spots, press releases, posters, fliers, post cards, maintenance costs of social media sites, attendance at tourism conferences where the museum would be promoting visits to its facilities, and signage along SR14 and I84.

Any posters purchased under this contract shall always identify City of Stevenson as the location of the museum.

Task B: Sponsoring of special events

The museum shall operate special events, including but not limited to:

- Silent Auction and Dinner
- Anniversary Event
- Car Show
- Fall Ball

The City can reimburse the museum for the promotion of each event and for actual event costs.

Task C: Marketing and Administration

The City can reimburse for marketing management and administration costs. These costs will be reimbursable based on time sheets identifying hours worked and the nature of the activity for which reimbursement is sought.

Other Deliverables

1. Interpretive Center shall plan and operate the above events as described on Tourism Funding Application Form submitted by Interpretive Center for these events, incorporated herein by reference.
2. Interpretive Center will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All state-required reports are to be submitted before final payment under this contract is made.
3. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

4. The Tourism Advisory Committee (TAC) is interested in the long-term success of the Museum. The TAC understands that generally museums are dependent on sponsorships, grants, endowments, and other gifts to maintain fiscal stability. The TAC will be requesting a brief report on the Museum's success at acquiring private and public funding support outside of ticket sales.
5. The City of Stevenson must be identified in all promotional activities – this can be accomplished by simply indicating the museum's location in Stevenson, WA. Whenever possible and/or appropriate the Stevenson Business Associations' Promotional Website (cityofstevenson.com) should be listed on any promotion pieces.

**INTERLOCAL AGREEMENT BETWEEN
SKAMANIA COUNTY AND THE CITY OF STEVENSON
FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION**

THIS AGREEMENT is entered into between Skamania County, a municipal corporation, hereinafter referred to as “**Skamania County Senior Services**”, and the City of Stevenson, a municipal corporation, hereinafter referred to as the “**CITY**” for purposes hereinafter mentioned:

WHEREAS, the City is the recipient of Hotel/Motel Funds, for the promotion of travel and tourism, for the marketing and operation of special events and festivals and for related tourist activities in Stevenson,

WHEREAS, the City desires to increase dissemination of information about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

WHEREAS, the City and Skamania County Senior Services mutually agree that the County can provide promotional information **for a tourism service** that will increase tourism;

NOW, THEREFORE, BE IT RESOLVED, that the City and the County through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

1. Skamania County Senior Services shall:
 - a. Design and conduct promotion for and operation of the County transportation service to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2019 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.
 - b. Complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Term: The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
3. Completion: All work shall be completed by December 31, 2019.
4. Payment:
 - a. The sum to be paid shall not exceed \$1,250 and will be reimbursed as described in Exhibit “A” and as follows.
 - b. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - c. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
5. Default: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any

such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records: Skamania County Senior Services shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or Federal Auditors.
8. Status of Skamania County Senior Services: It is hereby understood, agreed and declared that Skamania County Senior Services is an independent contractor and is not the agent or employee of City and that no liability shall attach to City by reason on entering into this agreement, except as may be provided herein.
9. Insurance and Liability: Skamania County Senior Services 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.

Skamania County Senior Services 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 Skamania County Senior Services employees, agents, contractors, subcontractors or other representatives.

10. Assignment: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and compliance With Laws: Skamania County Senior Services shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Skamania County Senior Services shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue: The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees: If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all cost and expenses so incurred by the non-defaulting party, including without limitation, "reasonable attorney" costs and fees and 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.
15. Certification of Authority: The parties hereby certify that the person executing this agreement on behalf of City and Skamania County Senior Services, have legal authority to enter into this

agreement on behalf of City and Skamania County Senior Services, and are able to bind City and Skamania County Senior Services, in a valid agreement on the terms herein.

16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2019 or sooner as provided in paragraph 6 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County Senior Services for certain tourism services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of the Tourism Promotion Fund Budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraphs 5 and 6 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. 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, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON:

**BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON:**

Mayor

Chairman

Commissioner

Commissioner

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

City Attorney

Skamania County Prosecuting Attorney

EXHIBIT A

Tourism Promotional Services

DELIVERABLES:

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2019 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.

Visitors from the Portland, Oregon and Vancouver/Clark County Washington areas will have access to the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area via public transportation on the weekend. Funding has been received from WSDOT and Skamania County to provide the transit runs during the weekdays.

The City will reimburse Skamania County Senior Services for marketing, promotion, and operation of the special seasonal transportation services not to exceed the amount specified in paragraph 4 above.

Whenever possible the promotional pieces will identify the City of Stevenson on the route maps and as a “stop”.

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Senior Services

Contact Person: Sophie Miller

Mailing Address: P.O. Box 369 Stevenson, WA 98648

Phone: 509-427-3990

Email: miller@co.skamania.wa.us

Name of Proposed Event: Dog Mountain Shuttle

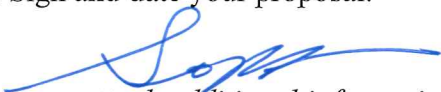
You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.

1. Describe your organization. Include your TIN/EIN if applicable.
Skamania County Senior Services (SCSS) is the public transportation provider for Skamania County. We provide dial- a- ride and transit services. We serve seniors, the general public and out of county visitors. Our agency also provides nutrition and information & assistance services for the county. #91-6001363
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.
We offer a seasonal Dog Mountain Shuttle during the peak wildflower season for Dog Mountain Trailhead. This shuttle is aimed to alleviate parking and congestion at the trailhead and on SR Hwy 14. The goal is to promote local businesses, improve safety and enhance visitor experience. The Dog Mountain Shuttle starts and stops in Stevenson. It allows visitors to park in Stevenson and then access the trailhead without the worry and stress of finding parking. While on the shuttle, we provide access to local business information and a map of Stevenson. The shuttle will run from Mid-April 2019 to Mid-June 2019.
3. How much are you requesting from City of Stevenson Lodging taxes?
We are requesting \$1250 from the City of Stevenson Lodging tax to provide match for our WSDOT grant.
4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
Please see attached.
5. Please describe your current fund-raising efforts for this project.
SCSS is a government agency, therefore we do not fundraise for this project. We do receive money from Skamania County and charge a minimal fare to ride the shuttle bus.
6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

The grant from WSDOT is a two-year grant. We will look for other options for sustainability. Possibility working with the US Forest Service and Friends of the Gorge

7. Describe your plans for advertising and promoting your proposed activity or facility. SCSS relies strongly on partnering with the Skamania County Chamber of Commerce, The Friends of the Columbia Gorge and Translink. All of these partner agencies distribute outreach for this project. A month or so before the service begins we will distribute brochures, update our Facebook page and submit press releases to local newspapers and trail associations.
8. Explain how your activity or facility will result in increased tourism and overnight stays. The shuttle allows for visitors to plan their trip to the Gorge by not having to worry about parking at the busy trailhead. Last year we worked with the Chamber and US Forest Service to offer discount to shuttle riders at several local businesses. We also inform the Skamania Lodge about our shuttle service so that they may offer that to their patrons. Our transit drivers are trained to inform riders about local businesses and tourism opportunities in Stevenson and the surrounding area.
9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. 10
 - b. Traveling 50 miles or more from their place of residence or business. 2650
 - c. Traveling from another state or country. 500
10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project. SCSS has partnered with the Chamber of Commerce over the past couple of years on this project. They have been an excellent advocate to support our project by promoting the service on their website and contacts. We support each other's outreach by providing brochures and city maps to visitors. Casey Roeder always attends meetings and corresponds with partnering agencies such as the US Forest Service.
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. N/A
12. How will the Stevenson community benefit from your project?

The Stevenson community can benefit greatly from this project because of the increased visitation to our town to access the shuttle service to a very popular trailhead. The shuttle bus parking lot is in Stevenson and makes it very easy for people to walk to downtown Stevenson to access local businesses. SCSS shuttle buses are equipped with visitor material from the chamber, local maps and business directory information is easily accessible.
13. Sign and date your proposal.



10/17/18

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

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

Source	2018 Revenue	
WSDOT	\$ 18,626.00	2017-2019 WSDOT Grant = \$70,000 for two year
Transit Fares	\$ 5,230.00	
City of Stevenson Lodging	\$ 2,500.00	Match for WSDOT Grant
Skamania County Lodging	\$ 2,500.00	Match for WSDOT Grant
	\$ 28,856.00	

2018 Expenditures	2019 Expected Expenditures
\$ 28,856.00	\$ 30,299.00 5% increase to compensate for salary increases, fuel prices and vehicle maintenance

2019 request: \$1250

The City of Stevenson request is about 4% of the budget for 2019

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and JD Davies, dba Waterwalker / Gorge Outrigger Races, hereinafter referred to as “**Gorge Outrigger Races**”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage Outrigger races.
3. Gorge Outrigger Races is uniquely qualified to manage an Outrigger race, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Gorge Outrigger Races to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. Gorge Outrigger Races will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Gorge Outrigger Races will plan and operate the Gorge Outrigger Races as described on Exhibit A, incorporated herein by reference.
 - b. Gorge Outrigger Races will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Gorge Outrigger Races will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse Gorge Outrigger Races up to \$5,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
 6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
 7. Financial Records. Gorge Outrigger Races shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
 8. Status of "Gorge Outrigger Races". It is hereby understood, agreed and declared that Gorge Outrigger Races is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
 9. Insurance and Liability. Gorge Outrigger Races 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.

Gorge Outrigger Races 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 Gorge Outrigger Races employees, agents, contractors, subcontractors or other representatives.
 10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
 12. Equal Opportunity and Compliance with Laws. Gorge Outrigger Races shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Gorge Outrigger Races shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Gorge Outrigger Races have legal authority to enter into this agreement on behalf of City and Gorge Outrigger Races respectively and have full authority to bind City and Gorge Outrigger Races in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

Gorge Outrigger Races

Scott Anderson, Mayor

JD Davies, Owner

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: *Waterwalker*
Contact Person: *J.D. DAVIES*
Mailing Address: *Box 1038 CARSON, WA 98610*
Phone: *541-400-0187*
Email: *jd@nwoutRIGGER.com*
Name of Proposed Event: *GORGE OUTRIGGER RACE*

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

1. Describe your organization. Include your TIN/EIN if applicable.
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.
3. How much are you requesting from City of Stevenson Lodging taxes?
4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
5. Please describe your current fund-raising efforts for this project.
6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.
7. Describe your plans for advertising and promoting your proposed activity or facility.
8. Explain how your activity or facility will result in increased tourism and overnight stays.
9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations.
 - b. Traveling 50 miles or more from their place of residence or business.
 - c. Traveling from another state or country.
10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.
12. How will the Stevenson community benefit from your project?
13. Sign and date your proposal.

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

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

- 1) My business, Waterwalker, sells outrigger canoes and surfskis. We also promote related competitive events.
- 2) To continue to host the largest outrigger canoe event in the Northwest,
- 3) \$5,000
- 4) See attached sheet.
- 5) We do not do any fundraising for these events.
- 6) The only way to become self-supporting is to obtain sponsorship of some sort.
- 7) We will include " Stevenson, WA" on the event shirts and hats.
- 8) Many of our competitors and their families and friends will stay in the Stevenson area for the entire week.
- 9) a..Over 600 athletes and family members.
b..95%, or approx. 570
c..Approx. 300 of the competitors travel to the event from Canada, or from out of state.
- 10) By consulting with the Chamber of Commerce and the Business Association. We partner with PNW-ORCA (Pacific NW Outrigger Racing Canoe Association) along with CORA (Canadian Outrigger Racing Association)
- 11) N/A
- 12) Several local businesses claim to have one of their best weeks of the summer during the outrigger events.

13)

J D Davis

Oct 16/18

The Gorge Outrigger Race was started in Stevenson in 1997 and has become the largest race of its kind in all of the PNW and British Columbia.

Paddlers enjoy coming here to test themselves in the rough conditions on the Columbia River and to enjoy the gathering of friends while camping at the fairgrounds. This event attracts between 650-700 paddlers and their families each year.

The paddlers race in 6-person outrigger canoes, which are 45' long and weigh 400 lbs, along with the new Unlimited canoes which weigh under 150 lbs. In 2019, first the ladies will race from Stevenson to Drano Lake, then the men will race from Drano Lake to Bingen, making this a downwind event.

Many of the participants and their families stay in the area for well over a week so they can compete in both the Gorge Outrigger Race as well as the Gorge Downwind Champs, which is the following week. These two races are the premier paddling events in the Gorge.

Revenue from Gorge Outrigger Race in 2018.....36,630.00

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Personal salaries.....12,600.00

Administration / Permits.....3,200.00

Marketing / Promotion.....7,400.00

Travel.....2,600.00

Consultants / Awards.....3,600.00

PRM Insurance.....2,105.00

Event meals.....1,400.00

PNW-ORCA Race Fees.....3,725.00

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Roughly 14% of the budget is covered with TAC funds.

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Tony Bolstad**, dba Bridge of the Gods Kiteboarding Festival, hereinafter referred to as “BOTG Kiteboarding Festival”

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a Kiteboarding festival.
3. BOTG Kiteboarding Festival is uniquely qualified to manage a Kiteboarding festival, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with BOTG Kiteboarding Festival to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. BOTG Kiteboarding Festival will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. BOTG Kiteboarding Festival will plan and operate the Bridge of the Gods Kiteboarding Festival as described on Exhibit A, incorporated herein by reference.
 - b. BOTG Kiteboarding Festival will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. BOTG Kiteboarding Festival shall complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Payment.
 - a. The City will reimburse BOTG Kiteboarding Festival up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.

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. 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.
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.
6. Financial Records. BOTG Kiteboarding Festival 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 "BOTG Kiteboarding Festival". It is hereby understood, agreed and declared that BOTG Kiteboarding Festival 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. BOTG Kiteboarding Festival 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.

BOTG Kiteboarding Festival 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 BOTG Kiteboarding Festival employees, agents, contractors, subcontractors or other representatives.
9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
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. BOTG Kiteboarding Festival shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, BOTG Kiteboarding Festival 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 BOTG Kiteboarding Festival have legal authority to enter into this agreement on behalf of City and BOTG Kiteboarding Festival respectively and have full authority to bind City and BOTG Kiteboarding Festival in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

BOTG Kiteboarding Festival

 Scott Anderson, Mayor

 Tony Bolstad, Owner

ATTEST

 Leana Kinley, City Clerk

APPROVED AS TO FORM:

 Kenneth B Woodrich, PC
 City Attorney

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: BOTG Kite Fest

Contact Person: Tony Bolstad

Mailing Address: 12 Buck Run, Stevenson, WA 98648

Phone: 503.544.7495

Email: tony.bolstad@1sis.com

Name of Proposed Event: Bridge of The Gods Kite Festival

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

1. Describe your organization. Include your TIN/EIN if applicable. *BOTG Kite Fest is a non-profit 501 (c) (3) organization for promoting amateur sporting events, competitions and training camps for youth athletes. Our EIN is 46-5476510.*
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee. *BOTG Kite Fest is a three day amateur and professional level kiteboarding competition that has traditionally been held on the last weekend in July. The amateur event will be in its 17th year and is the longest running kiteboarding competition in North America. Amateurs from 10 countries and 3 continents have competed in this event. The pro event will be in it's sixth year and is attracting the top riders in the world. The past few years had the KPRA 2012 World Champion in attendance as well as previous national (US, Canadian, Mexican and Dominican) and regional champions. The planned dates for the event are July 26, 27, & 28 2019. Visitors and participants are attracted via placement of print ads in *The Kiteboarder* magazine, online ads in *The Kiteboarder*, *iKitesurf.com*, *NWKite.com* and *kiteforum.com*. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$3,000 to \$5,000 in advertising and venue costs each year.*
3. How much are you requesting from City of Stevenson Lodging taxes? *\$3,000.00*

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

Activity:	City Funds	Other Funds	Total
Office supplies	\$ -	\$ 100.00	\$ 100.00
Marketing/Promotion:	\$ 3,000.00	\$ 1,000.00	\$ 4,500.00
Travel:	\$ -	\$ -	\$ -
Consultants:	\$ -	\$ -	\$ -
Other Activities: (insurance & prizes)	\$ -	\$ 9,500.00	\$ 9,500.00
TOTAL COSTS:	\$ 3,000.00	\$ 9,600.00	\$ 12,600.00

5. Please describe your current fund raising efforts for this project. *BOTG Kite Fest obtains funds from the City of Stevenson, solicitation of advertising and sponsorship placement from kiteboarding manufacturers, kiteboarding retail shops, sporting goods vendors, and local bars and restaurants.*
6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting. *BOTG Kite Fest obtained tax exempt status in 2015 which will now allow us to approach many of the larger corporate sponsors such as Southwest Airlines, Subway, or Subaru that were previously not able to participate in our event. Obtaining a major sponsorship from one of these larger entities will allow us to stop relying on City funds. Growth in our youth camps will provide an additional revenue stream that should also help in covering costs. We are still developing this additional revenue stream. If something comes through this year we will not have to rely on City of Stevenson funds in the future.*
7. Describe your plans for advertising and promoting your proposed activity or facility. *Visitors and participants are attracted via placement of print ads in The Kiteboarder magazine, online ads in The Kiteboarder, iKitesurf.com, NWKite.com and kiteforum.com. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$5,000 in advertising and venue costs each year. We also have an event T-Shirt each year with the major sponsors on it that is one of our primary promotion channels.*
8. Explain how your activity or facility will result in increased tourism and overnight stays. *Our three day event attracts about 200 to 300 spectators each day of the event, of which 90% are from out of town. Only about 10% generate overnight stays in Stevenson and Skamania County during the event but they all generate traffic at the local restaurants, bars, grocery store and gas station. Pre and Post event many of the spectators and competitors return on an annual or more regular basis to enjoy Stevenson and the amenities we have. Many of these people would not know about Stevenson without having been introduced to it via the BOTG Kite Festival. We also do quite well at drawing a large portion of the kiteboarding community away from Hood River and in to Stevenson for the weekend of the event and provide economic activity for local shops, bars and restaurants.*

9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. *20 to 30.*
 - b. Traveling 50 miles or more from their place of residence or business. *200 – 300 (weather dependent)*
 - c. Traveling from another state or country. *50 to 100*

10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project. *We have worked with the Chamber in the past to list our event on their website and to provide flyers and other information about the event to them. We need to improve our communications through the chamber to reach out to other members to try to get them involved in promoting our event and to help them participate in the activities surrounding the event.*

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

12. How will the Stevenson community benefit from your project? *We bring people from out of town and showcase our waterfront facilities and local businesses. BOTG Kite Fest creates a direct boost in economic activity the weekend of the event and indirectly develops additional visitors and activity throughout the summer and shoulder season months.*

13. Sign and date your proposal.



Digitally signed by Tony Bolstad
 Location: Stevenson, WA
 Reason: I attest to the accuracy and integrity of this document
 Contact Info: tony.bolstad@1sis.com 10.17.18
 Date: 2018.10.17 16:40:26-05'00'

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

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

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Stevenson Farmers’ Market, a 501(c)(3) organization, hereinafter referred to as “Stevenson Farmers’ Market”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a Farmers’ Market.
3. Stevenson Farmers’ Market is uniquely qualified to manage a Farmers’ Market, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Stevenson Farmers’ Market to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. Stevenson Farmers’ Market will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Stevenson Farmers’ Market will plan and operate a Farmers’ Market as described on Exhibit A, incorporated herein by reference.
 - b. Stevenson Farmers’ Market will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Stevenson Farmers’ Market shall complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse Stevenson Farmers’ Market up to \$2,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
 6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
 7. Financial Records. Stevenson Farmers' Market shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
 8. Status of "Stevenson Farmers' Market". It is hereby understood, agreed and declared that Stevenson Farmers' Market is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
 9. Insurance and Liability. Stevenson Farmers' Market 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.

Stevenson Farmers' Market 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 Stevenson Farmers' Market employees, agents, contractors, subcontractors or other representatives.
 10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
 12. Equal Opportunity and Compliance With Laws. Stevenson Farmers' Market shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Stevenson Farmers' Market shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Stevenson Farmers' Market have legal authority to enter into this agreement on behalf of City and Stevenson Farmers' Market respectively and have full authority to bind City and Stevenson Farmers' Market in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

STEVENSON FARMERS' MARKET

Scott Anderson, Mayor

Pharaoh Lappin, Director

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Pharaoh Skinner

Contact Person: Pharaoh Skinner

Mailing Address: Po Box 1222 Stevenson 98648

Phone: 509-427-4707

Email: Farmers.Market.Stevenson@gmail.com

Name of Proposed Event: Stevenson Farmers' Market

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

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

EIN number is 27-0536918. The Stevenson Farmers' Market (SFM) is an association of independent local farmers and crafters operating under the 501c3 umbrella of Community Enrichment for Klickitat County (CEKC). Its mission is to enhance the quality of life in Skamania County by providing access to fresh, locally grown produce for all income levels, provide alternative marketing opportunities to local agricultural and cottage industries, foster food education, and social gathering/interaction within our community. The market's services function to attract and retain visitors, promote exploration of our city and foster a sense of community friendliness. SFM is an ongoing activity operating from mid June through mid October each year.

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

The proposal is market promotion through 1) personal outreach to potential vendors that can add diversity of product to the market. This entails market manager visitation with farmers, value added producers and crafters within the gorge between Jan - April, 2019 and an afternoon info/recruitment session to be held in Stevenson on March 7, 2019 along with associated advertising for these two activities; 2) Training for staff with emphasis on promotional strategies that will increase market visitation and duration of stay within the community. This involves attendance of market co-managers at the WA State Farmers' Market Association Conference to be held in Walla Walla Washington in March, 2019. 3) Market promotion via Logos on the Stevenson Farmers' Market Utility Trailer can provide

Permanente advertising for Stevenson and the market 4) As well as Tshirts for costumers with our Stevenson Farmers Market logo on them 5) Newspaper articles throughout the gorge Total cost for entire promotional project is \$3550.

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

\$2625

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

This request for Lodging Tax funding represents 73% of the total project budget (see below).

Travel (Mileage for trainers and vendor visitation w/farmers @ \$.55/mi)

2 round trips to Camas/Washougal(80mi), White Salmon/Hood River (50), The Dalles (80 mi) @ .55/mi = \$200 \$30

Advertising: poster printing, local paper ads for recruitment info/vendor training session \$500

Administrative Prep Time (2hrs each for 3 facilitators): 6hrs@\$20/hour \$120, in kind

Info/training session facilitators (personnel) 3hrs @ \$20.00 for 3 facilitators \$180. \$120 in kind, (\$60 lodging tax)

Utility Trailer with Stevenson Farmers' Market Logos \$750

Vendor recruiter (personnel) (10hrs travel + 6 hrs for meeting w/potential vendors 2 meetings at each of the 3 locations) 16 hrs @\$20/hr: \$320 in kind

Training for Market Management Personnel (WA ST FM Assoc Conf)

Admission, Mileage, Room for 2 nights: \$975 (\$75 for WSFMA membership & conference boot camp expenses)

Tshirts with Stevenson Farmers' Market logo \$400

Activity	City Lodging Tax	Other Funding	In Kind Donation	Total Cost
Administrative			\$120	\$ 120
Advertising	\$500			\$ 500
Travel	\$200	\$30		\$ 230
Personnel			\$500	\$ 500
Utility trailer logo	\$750			\$ 750
Tshirts printed	\$200		\$200	\$ 400
Mkt Mgr Training	\$975	\$ 75		\$1050
Total	\$2625	\$105	\$820	\$3550

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

Fundraising for this project is through in kind donations, market funds, annual vendor memberships / weekly booth fees and through this grant. The Market staff is in an ongoing effort to improve/promote the market.

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

The project is for a single year, 2019. The project will refine our current promotional activities to make them more effective and better targeted. General on-going promotional efforts will be funded through increased market memberships, vendor space fees and market fundraising efforts.

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

The projects goal is to refine our promotional activities. It will include general advertising for vendor recruitment via web pages, facebook & electronic newsletters of various organizations (Gorge Grown, Washington State Farmers Market Association, SFM, Garden Club list serve, Chamber Newsletter, etc). A market volunteer will target and visit specific farmers/orchardists, value-added food producers, and crafters to promote and recruit for SFM. Ads for the vendor recruitment/info session will be via the above venues plus radio, posters, & newspapers throughout the gorge.

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

The Stevenson Farmers' Market provides a regular, ongoing event to draw area visitors into the city of Stevenson that will enhance and expand their stay. It encourages tourists to explore the surrounding stores and restaurants. The presence of an open, friendly market with unique and diverse products can influence visitors to lodge in Stevenson as opposed to other Gorge communities. A growing number of visitors are selecting their destinations based on the ability to provide foods meeting their dietary requirements.

New vendors bringing increased diversity of products equates to increased visitation and duration of stay by visitors to our market and community. These influences can easily be tracked using current survey methods. Previous survey info has already shown that there is positive association between visitation and diversity of product. Training of market managers provides management staff access to the resources and tools needed to focus on attracting more visitors and providing the products that meet their interests and needs. Booth presentation, market layout, surveys, etc. can all help to attract more visitors & encourage "word of mouth" market promotion resulting from the quality, variety, and uniqueness of a market. Managers need to

network with other market managers and exposure to new ideas that promote attraction and retention of market visitors.

9. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. 80
 - b. Traveling 50 miles or more from their place of residence or business. 128
 - c. Traveling from another state or country. 102

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

The market will coordinate with the Chamber, WSU Extension, Gorge Grown, Master Gardener Organizations and Gardening clubs/groups to promote vendor recruitment. The market will likewise work with the Chamber & Gorge Grown to design our survey(s) so as to accurately evaluate the results of our efforts to increase visitor attendance and duration at market and provide information pertinent to lodging.

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

Does not apply.

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

The community of Stevenson will benefit economically by the 1) increased attraction and duration of stay from visitors coming into town for other events; 2) market products & activity may well influence visitors to lodge in Stevenson as opposed to other Gorge communities; 3) the continued presence and improvement of the market will assure an ongoing, regular event in Stevenson that will draw visitors on those weekends when special events are not operating.

Sign and date your proposal.

Pharaoh Skinner 10/11/2018

AGREEMENT
Operation of Stevenson Main Street Program

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

Recitals

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

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

1. Performance. SDA will perform the work set forth below and submit requests for payment to the City as outlined in section 3 below.
 - a. SDA will plan and operate the Main Street program as described on Exhibit A, incorporated herein by reference.
 - b. SDA will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. SDA will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$40,000. SDA will submit a request for payment and a report of work completed every 30 thirty-days. Upon receipt of each satisfactory work report, the City will pay SDA one-twelfth (1/12) of the total deliverable of Forty Thousand Dollars (\$40,000) or Three Thousand Thirty-Three Dollars and 33/100 (\$3,333.33). After written notice to the SDA, the

City may withhold payment if the SDA cannot demonstrate substantial compliance with the terms of this agreement. Failure to submit satisfactory work reports demonstrating substantial compliance with this agreement shall be considered a breach of this agreement and the City will be excused from further performance hereunder. All payments will be reimbursements for work performed. Payments will be made on the City's regularly established payment dates following submittal of detailed invoices by SDA to the City.

- b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
 6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
 7. Financial Records. SDA shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
 8. Status of "SDA". It is hereby understood, agreed and declared that SDA is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
 9. Insurance and Liability. SDA shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by SDA employees, agents, contractors, subcontractors or other representatives.
 10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

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

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

CITY OF STEVENSON

STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

President

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson Downtown Association

Contact Person: Marie Gluesenkamp Perez

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 360 818 1429

Email: Director@StevensonMainstreet.org

Name of Proposed Event: SDA Operations and Staff

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

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

EIN: 81-3500088

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

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

Support the operations of the Stevenson Downtown Association as we pursue the development of projects that create tourism draws in the downtown area including the Park Plaza Project and the ghost mural walking tour.

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

\$40,000.00

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

Our request for \$40,000.000 represents 20% of the anticipated 2019 annual budget for the SDA. We are proud that this represents almost our entire operating budget. The support of the TAC board allows us to dedicate fully 72% of our total budget to direct programming costs, such as the park plaza. Our operational budget accounts for 28% of the proposed annual budget and includes ED salary and contractor wages that will be dedicated to growing skills of exceptionally qualified local students through paid internship programs and professional services to bolster the marketability of our projects to granting agencies and the public.

SDA 2019 Anticipated Budget			
Revenue		Expense	
MSTCI	\$120,000.00	Plaza Match	\$70,000.00
TAC	\$40,000.00	Walking tour, Murals, Oral History, and misc. projects	\$35,000.00
Misc. Grants	\$20,000.00	Storefront Improvements	15,000.00
		Operations (rent, insurance, req. conference and travel, etc)	\$20,000.00
		Contractor salary (ED)	\$30,000.00
		Contractor wages (Student Interns, Economist Study on plaza impact)	\$10,000.00
Total Revenue:	\$180,000.00	Total Expense:	\$180,000.00

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

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

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

We are developing a year-round donor relations program that includes newsletters, social media presence and paid thank-you ads in local papers. Furthermore, each capital project we invest in includes a dedicated maintenance fund to ensure that projects have seed money for maintenance during their projected life-cycle.

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

Our organization communicates and recruits participants through flyers, social media, tabling at local events, person-to-person promotion. We have gained membership into state and national sister organizations that give us access to best-practices and continuing education in our field.

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

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

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

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

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

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

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

Our mural projects include a maintenance fund and are supported through a permanent committee of the SDA. The walking tour oral history element will be permanently hosted on the SDA website archives, and we are exploring collaboration with the museum or library to maintain a quality archive system.

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

We strive to ensure that each activity we undertake grows the native resources and skills of our community so that rather than bringing in experts from outside the community to perform an activity, we collaborate with external experts to train our local community in how best to execute our programs. As an organization we constantly strive for excellence in our operations, so that when board members step down, they are equipped with new skills and knowledge to build the strength of community organizations they operate with in the future.

13. Sign and date your proposal.

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

Tuesday, 16th October, 2018

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

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

AGREEMENT – STEVENSON WATERFRONT MUSIC FESTIVAL

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Chris Kellogg, dba Clark & Lewie’s Restaurant**, hereinafter referred to as “Clark & Lewie’s”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a Waterfront Music Festival.
3. Clark & Lewie’s is uniquely qualified to manage a Waterfront Music Festival, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Clark & Lewie’s to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. Clark & Lewie’s will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Clark & Lewie’s will plan and operate the Stevenson Waterfront Music Festival as described on Exhibit A, incorporated herein by reference.
 - b. Clark & Lewie’s will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Clark & Lewie’s shall complete the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse Clark & Lewie’s up to \$2,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. The total contracted amount must be spent on marketing, advertising or promoting this event and cannot be used for staff time.

- c. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - d. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
 6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
 7. Financial Records. Clark & Lewie's shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
 8. Status of "Clark & Lewie's". It is hereby understood, agreed and declared that Clark & Lewie's is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
 9. Insurance and Liability. Clark & Lewie's 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.

Clark & Lewie's 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 Clark & Lewie's employees, agents, contractors, subcontractors or other representatives.
 10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or

oral, not incorporated herein.

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

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

CITY OF STEVENSON

Clark & Lewie's

Scott Anderson, Mayor

Chris Kellogg, Owner

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: **Clark & Lewie's Restaurant**

Contact person: **Chris Kellogg**

Mailing Address: **PO Box 1340, Stevenson WA. 98648**

Phone: 360.567.5600

Email: **chris@clarkandlewies.com**

Name of proposed event: 2019 **STEVENSON WATERFRONT MUSIC FESTIVAL**

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

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

Clark & Lewie's Traveler's Rest and Saloon (C&L) is a restaurant on the Stevenson Waterfront (a tenant of the Port of Skamania). C&L is the lead partner for this event. Other partners are Skunk Brothers Distillery, LDB Beverage (Jester & Judge Cidery), Backwoods Brewing, and the Port of Skamania.

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

AUGUST 10, 2019, (to be confirmed), 11:00 am to 9:00 pm. Please see Item 4, below, spreadsheet for costs.

This festival has been held successfully since 2015, and is fast becoming the waterfront event that brings the city together for family fun and entertainment. This event is spread throughout these participating Waterfront businesses:

Clark & Lewie's: We are discussing possibly movig the event further east toward the new jetty between CnL and Backwoods to have a more amphitheater style, to be discussed. There will again be a temporary extension of C&L's boundaries via a fenced area where alcohol will be served and IDs will be checked and wristbands applied according to age; minors are allowed. The main band stage will be inside this area, with tables and chairs and quick foods and beverages stations. Food and beverages will also be served inside. There will be live music throughout the event, raffles, and games.

Skunk Brothers Distillery: Spirits tastings, live acoustic music, tours, merchandise sales, raffle.

LDB Beverage/Jester & Judge: Beverages tastings, tours, merchandise sales.

Backwoods Brewing: Beverages tastings, tours, merchandise sales.

Pathway Clark & Lewie's to the East: craft vendor booths.

- a. Broad tourism efforts will be given priority over the promotion of a single event.

Similar to other local annual events this requires planning throughout the year and heavy marketing several months before the event, giving it a broader impact for the area.

- b. Priority will be given to those proposals that leverage other funds.

This festival will leverage funds from Clark & Lewie's restaurant, Skunk Brothers Distillery, Backwoods Brewing, LDB Beverage (Jester&Judge), and the Port of Skamania, and in-kind contributions of time toward the event by the private business employees/owners (event planning meetings, graphics design, menus design, staging design, etc.).

- c. Priority will be given to events that will generate multiple overnight stays.

Some guests will arrive on Friday night and leave on Sunday.

- d. Priority will be given to events that attract visitors during the shoulder seasons.

August 10, 2019 to be confirmed.

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

\$3,800. We are working to all break even on this event to bring more people to the waterfront and show what Stevenson has to offer on the water.

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

Please see below for budget spreadsheet.

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

The event partners have built this event into their 2017 budgets; soliciting items to be raffled from local businesses will begin in June 2017.

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

Continue budgeting for the event within the businesses, collect fees from craft vendors, solicit raffle item donations, product and food/beverages sales at the event.

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

Beginning 3 months before the event, update current Facebook site—link to business sites, create/distribute flyers in the Gorge and Portland/Vancouver area, radio spots, local papers, work with Stevenson hotels/B&Bs/Vacation Rentals, list on Gorge events websites such as gorgecurrent.com, Chamber's newsletters/calendar, work with local tour companies.

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

It will give visitors another reason to come out to Stevenson; many visitors from the 50 mile area will view it as an event where they need to stay overnight before traveling home.

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

- a. Staying overnight in paid accommodations. 35
- b. Traveling 50 miles or more from their place of residence or business. 200
- c. Traveling from another state or country. 50

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

Have invited the partners and Chamber to next planning meeting. Partners will attend Stevenson Business Association meetings; will work with local hotels and tour operators, and Interpretive Center Museum; will research getting Cascade Locks involved.

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

N/A

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

Now that the waterfront is in full motion on revitalization we are all excited about the changes and increase of people to the waterfront. These events are a good reason for the local community and surrounding communities to gather together; the event also draws attention to Stevenson (from communicating with vendors in the Gorge and Portland/Vancouver area, musicians, all planning partners and employees and business owners). It will bring attention to the newly renovated Cascade Avenue and Quiet Zone projects, and new and existing tenants on the Waterfront.

13. Sign and date your proposal.

_____ Date: _____
Chris Kellogg, Clark & Lewie's Restaurant

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

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

4. Submit a brief revenue and expense budget. What percentage of your budget does this request for funding represent? 48% List any other expected revenue sources and amounts.

ITEM	COMMENT	COST \$
Advertising		800
Flyers		
Tent rental		900
Stage rental		750
Pathway lighting		100
Games		
Banners		400
Wristbands		200
Menus		150
Poster Boards for Sandwich Boards		300
Musicians	5 local bands main stage, plus acoustic sets in Skunk Bros Lounge	2000
Sound Engineer		700
Licensing Fees insurance		500
Portable Restrooms		650
Local Area Transport	Work with Skamania Lodge for van service	200
Supplies	Craft vendor area paint; chalk for kids, tables lighting, trash bags, etc.	250
Total		\$7900

AGREEMENT – FOOLS FEST

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Walking Man Brewing, LLC**, TIN 91-1985615, hereinafter referred to as “Walking Man”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a “Fools Fest” event.
3. Walking Man is uniquely qualified to manage a Fools Fest event, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Walking Man to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Walking Man will plan and operate the Fools Fest event as described on Exhibit A, incorporated herein by reference.
 - b. Walking Man will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Walking Man will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse Walking Man up to \$2,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
 - c. Final invoice for this agreement must be received by the City on or before January 13 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- d. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. Walking Man shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of "Walking Man". It is hereby understood, agreed and declared that Walking Man is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. Walking Man 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.

Walking Man 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 Walking Man employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance with Laws. Walking Man shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, Walking Man shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Walking Man have legal authority to enter into this agreement on behalf of City and Walking Man respectively and have full authority to bind City and Walking Man in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

Walking Man

Scott Anderson, Mayor

Tabitha Wiggins, for Walking Man Brewing

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Tabatha Wiggins, Walking Man Brewing

Contact Person: Tabatha Wiggins

Mailing Address: PO Box 337, Stevenson, WA 98648

Phone: (509) 427-5520

Email: twiggins@walkingmanbeer.com

Name of Proposed Event: Fools Fest 2018

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

Walking Man Brewing has been a destination for beer enthusiasts, outdoor adventurers and Stevenson travellers for nearly 18 years. It is often described as being an integral business in “putting Stevenson on the map” and drawing tourists from near and far.

EIN: 91-1985615

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

FOOLS FEST will be held at Walking Man Brewing on Saturday, April 6, 2019, from 12:00pm to 10:00pm. The event will feature live music all day, kicking off with a call to the city by the Skamania Pipers. The event will take place indoors at Walking Man Brewing and under a tent covering the outdoor beer garden and stage. We will have heaters and a fire, weather permitting to create a cozy environment to celebrate the start of the spring season in Stevenson. We will encourage festive costumes and invite those who want to increase the fun and folly with their “Fools”. The event is free for all ages. This year we also hope to make the event an outreach event and development opportunity for the Stevenson Downtown Association, A Main Street Organization (SDA).

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

To help fund marketing and advertising to promote the event and encourage travel to Stevenson, we are requesting the amount awarded for the 2018 event. \$2000.

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

In 2018 we spent roughly \$2200 on promotion and advertising, approximately \$2,000 on musicians, sound tech, fun décor elements including laser lights, smoke machine and bubble machine. The event is intended as a fun event to promote Walking Man Brewing and The City of Stevenson as a destination. It is not intended to be a source of revenue for Walking Man. The 2018 event was free for all ages and provided a fundraising opportunity for the Stevenson Volunteer Firefighters Association.

Walking Man covers the expenses of staff, set up, tear down, security, permitting, licensing, insurance, food and beverages, propane for heaters, table and chair rentals, decor and all other misc. expenses. We were able to borrow a tent from the Fair Board, helping to cut costs in 2018 and hope to do so again (especially with the new tent without holes in it ☺). We estimate our \$2000 request is approximately 25% of the total expenses.

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

We are seeking support from the SDA, the Fair Board (via borrowing equipment / tent) and community volunteers. The TAC funding will help make it possible for Walking Man to continue hosting an event for the benefit of Stevenson, the community and our visiting guests.

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

We hope that with the support of the SDA and other community groups and personal volunteers that we can continue to reduce costs, attract more visitors and make our community a more welcoming and vibrant place to visit.

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

Social Media campaign, press release to local and regional media, print ads in local and regional publications, posters and flyers, radio advertising, cross-promotion with our community partners at the the Skamania Chamber of Commerce and the Stevenson Downtown Association, promotion at the brewpub and in Stevenson via coasters and print materials and soliciting promotional support from our Breweries in the Gorge partners and North Bank Brewer's Guild partners.

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

Fun events bring visitors!

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

- a. Staying overnight in paid accommodations. 15
- b. Traveling 50 miles or more from their place of residence or business. 50
- c. Traveling from another state or country. 30

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

We will continue to utilize and appreciate the partnerships we've developed and as described above, hope to make this an outreach and development event for the SDA.

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

Walking Man would love to collaborate with any eligible agency who could construct or provide a site

to store event materials including tents, staging, lighting, tables, seating, etc. Additionally, fencing and other items we currently own and loan to other local events could be stored there for the community to utilize for other events. We would also love to see a nice sign board(s) constructed at the edge of town for upcoming event signage that looks appealing and professional and represents the aesthetic we hope will encourage return visitors and participants to our events and projects.

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

We all benefit by working together to continue to provide innovating reasons for travelers to enjoy visiting our beautiful town. We have so much to offer and Walking Man has been a central gathering space for many in our community for nearly 18 years.

13. Sign and date your proposal.

A handwritten signature in black ink, appearing to read "T. Wigg". The signature is written in a cursive, flowing style.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON-CARSON SCHOOL DISTRICT**

FOR SUPPORT OF MARKETING THE STEVENSON COMMUNITY POOL

THIS AGREEMENT dated December 20, 2018, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to market the community pool.

WHEREAS, Washington Statute RCW 39.34 provide 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 any enter agreements with one another for mutual cooperative action; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening and marketing the community pool (owned by the School District); and

WHEREAS, the City desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism, and

WHEREAS, the City does not have qualified staff to manage marketing for the Community Pool; and

WHEREAS School District is uniquely qualified to manage marketing the Community Pool, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events; and

WHEREAS it is in the City's interest to contract with School District to perform marketing of the Community Pool to encourage increased tourism, promote interest in the City and the local region and to act on the City's behalf in disseminating information about the City.

NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Performance. School District will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. School District will market the Community Pool (owned by the School District) as described on Exhibit A, incorporated herein by reference.
 - b. School District will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. The School District shall complete the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse School District up to \$2,500 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. School 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.
8. Status of "School District". It is hereby understood, agreed and declared that School 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.

9. Insurance and Liability. School 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.

School 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 School District employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance With Laws. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

Stevenson-Carson School District

Scott Anderson, Mayor

Karen Douglass, Superintendent

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson-Carson School District Superintendent Karen Douglass

Contact Person: Karen Douglass

Mailing Address: 350 NW Bulldog Drive

PO Box 850

Stevenson, WA 98648

Phone: (509) 427-5674

Email: douglassk@SCSD303.org

Name of Proposed Event: *Invitational Swim Meet and Water Polo Match*

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

1. Describe your organization. Include your TIN/EIN if applicable.
Stevenson-Carson School District, EIN 91-0971921.
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee. *The Stevenson Community pool now has an active Swim Team and is in a position to host regional meets; furthermore, our pool manager's previous experience with multiple aquatic facilities provides us established relationships to better insure adequate participation from across the region. These weekend events will span three days and two nights. We will promote the Stevenson Community Pool throughout the year with full color posters/brochures and paid advertising in Stevenson, all Gorge area newspapers and PNW Aquatic Centers that have polo teams or swim teams. We will promote in Washington and Oregon State. Special events such as Masters Water Polo Tournament and USA or Invitational Swim Meets will attract swimmers to our community for weekend events. (A mock poster is attached to this application.)*
3. How much are you requesting from City of Stevenson Lodging taxes? *\$10,000*
4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
See attached 2018-2019FY Budget – this request is about 6% of all anticipated revenue. Expected Revenue Sources: SCSD District, Daily Revenue Generated, City of Stevenson Partnership, SPA (Stevenson Pool Association) Fund Raising, Lodging Taxes from Skamania County, Burlington Northern Grant and not yet established partnerships or awarded grants.

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

The Stevenson Community Pool is open and the revenue and expenses are under close monitoring to determine the balance that will work for this community. As the district has said since the beginning of the reopening project: the pool will open and remain open if we have partners and swimmers. The pool's open hours continues to be adjusted slightly to match the pattern of users. Most recently, reducing hours on Friday night due to low attendance and adding new hours on Sunday to pilot an expressed desire by pool users. The District's fund raising efforts will continue to include partnerships, grant opportunities and events to raise funds.. The Stevenson Pool Association is a new community committee that is organizing to raise funds for the pool. Their first event, Dash and Splash, raised nearly \$3000 for pool operations and expenses. Finally, the district considers funds from lodging taxes as one of our funding partners.

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

The Stevenson Community Pool continues to establish the plan for successful continued operation, which includes on-going partnerships. The Stevenson Community Pool, with support from the school district's budget, will never succeed on its own without fiscal partnerships. The Operating Budget for 1819FY is attached. On the budget, you will note the anticipated revenue from this application.

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

*Please see question #2. In addition, the pool manager and team of lifeguards will continue to be creating and think out of the box for ideas that could potentially increase participation at the pool. **The new idea implemented last year, Swim Team, has not only increased revenue, it has allow for this application and an opportunity to bring visitors to our community to participate in regional swim team competitions.***

The district still desires to work with Skamania County Chamber in cross promotion, when that could be a benefit. For example, adults wish to attend this "adult only" event sponsored by The Chamber – the pool could step in and offer a special event for children, providing a nice "day care" type option. The Invitational Swim Meets and Water Polo Event will be discussed with both the Chamber and SBA to see what other opportunities it can bring to our city for businesses.

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

USAA Swim Meets and USA Master Water Polo events require families to spend the night in the local area in order to participate. It will also require them to eat, most likely shop, and probably fill up a gas tank.

The Stevenson Community Pool provides one more activity for tourists visiting Stevenson to enjoy. Many windsurfers, kiteboarders, hikers, and other tourists come to Stevenson every year. The community pool allows family members not wanting to participate in these sports an alternate activity to enjoy while their spouse or parents windsurf/ kiteboard / hike etc. Having a large number

of diverse activities for tourists to do in the immediate area will encourage more tourists to come to our area and is a nice amenity for AIRBNB and campgrounds to include in their promotions.

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

Staying overnight in paid accommodations.

*This application represents a **minimum** of 5 events hosted during the 2019 calendar year (4 USAA Swim Meets and 1 Water Polo Event). These events can be scheduled during “shoulder seasons”. Each event should attract a minimum 40 or more families that would need accommodations. Total minimum estimate: 160*

Traveling 50 miles or more from their place of residence or business.

In addition to the minimum listed above, other participants from Gresham/Vancouver/Portland would attend the day events, but perhaps travel home each evening. Furthermore, we see a wide range of visitors from outside our county each month. During the summer, we find that campers and Pacific Crest Trail hikers use the pool for R&R and showers. In addition, our pool has hosted other aquatic teams as they like the “small town” atmosphere, from a Seattle Chapter of the American Volkssport Association to a Texas Swim Team – our pool seems to attract some very special people. We expect 250 participants to travel more than 50 miles to use the facility.

Traveling from another state or country.

Answered in previous question.

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

Superintendent Karen Douglass is a member of both organizations and regularly attends meetings. When appropriate, she shares with other committee members about what is happening at The Stevenson Community Pool. It is the district’s desire to use the pool to collaborate with any other proposed activity or facility to create a win-win situation. We will advertise in the Chamber of Commerce and on the Stevenson / SBA website. Meaghan Young, our pool manager, has an extensive aquatic background. We will use her network to ensure success of our weekend events.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. *This proposal is not for construction.*

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

Beyond the visitors we will bring into the community for the events of this project, the community will benefit greatly from keeping the Stevenson Community Pool opened. Local residents are able to use the pool for recreational swimming. The Stevenson-Carson School District plans to use it to supplement physical education classes and may use it for authentic learning (business class) or for students with special needs. The pool also provides an after school option for parent. The swim lessons have been well received and continue to generate revenue for the pool. Senior citizens are fully engaged in the exercise classes and lap swim. Dr. Mitzi Ferrill reports that it is a benefit for many of her patients. The established swim team now allows us to attract other teams and host weekend events and this will further benefit our tourism industries.

13. Sign and date your proposal.

Karen Douglass 10/17/18

Stevenson Community Pool Presents



INVITATIONAL SWIM MEET 2019

Friday Night – Facility Available for Practice
EVENT: Saturday and Sunday: January 5-6, 2019

Stevenson Community Pool
Stevenson, Washington

Registration form is available online at www.pool.scsd303.org
and is open to swimmers of all ages.
Deadline to register is December 14, 2018.

Prizes and Medals will be awarded.

For more information, call Meaghan 509-427-7665

**Thank You to Skamania County Lodging Tax Funding
for sponsoring this event!**

The Community Pool

Stevenson-Carson School District

Operating Budget

	1819FY Budget
Revenues	
Local	\$ 74,787.00
Anticipated Governmental Partnerships	
8918 - Skamania County Tourism	\$ 11,000.00
8917 - City of Stevenson Tourism	\$ 10,000.00
8914 - City of Stevenson Fiscal Partnership	\$ 30,000.00
Additional Grants and other Local Support yet to be obtained.	\$ 38,000.00
Total Revenues	\$ 163,787.00
	1819FY Proposed Budget
Expenses	
8900/9700 General Pool Expenditures	
Salary & Benefits	\$ 125,221.00
Supplies & Materials	\$ 14,499.00
Purchased Services	\$ 51,291.00
Travel	\$ 201.00
Capital Outlay	
Total Expenditures General Pool	\$191,212.00
8915 - EDC Expenditures	
Supplies & Materials	\$ -
Purchased Services	\$ -
Total Expenditures 8915 - EDC	\$ -
8916 - Skamania County (.09 dollars) Expenditures	
Supplies & Materials	\$ 6,500.00
Purchased Services	\$ -
Total Expenditures 8916 - Skamania County	\$ 6,500.00
8917 - City of Stevenson Tourism Expenditures	
Supplies & Materials	\$ 1,000.00
Purchased Services	\$ 1,500.00
Total Expenditures 8917 - City of Stevenson	\$ 2,500.00
8918 - Skamania County Tourism Expenditures	
Supplies & Materials	\$ -
Purchased Services	\$ -
Total Expenditures 8918 - Skamania County	\$ -
8914 - City of Stevenson Grant Expenditures	
Purchased Services	\$ -
Total Expenditures 8914 - City of Stevenson	\$ -
TOTAL EXPENDITURES	\$ 200,212.00
NET POSITION	\$ (36,425.00)

**** BNSF, iQ, City of North Bonneville, WRBA
Skamania County, Pool Committee Support, Grants

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Skamania County Fair Board**, a 501(c)(3) organization, hereinafter referred to as “Fair Board”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a “GorgeGrass” event.
3. The Fair Board is uniquely qualified to manage a GorgeGrass event, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with the Fair Board to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. The Fair Board will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. The Fair Board will plan and operate the GorgeGrass event as described on Exhibit A, incorporated herein by reference.
 - b. The Fair Board will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. The Fair Board will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse the Fair Board up to \$8,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. The Fair Board shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of the "Fair Board". It is hereby understood, agreed and declared that the Fair Board is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. The Fair Board 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.

The Fair Board 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 Fair Board employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance with Laws. The Fair Board shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, the Fair Board shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and the Fair Board have legal authority to enter into this agreement on behalf of City and the Fair Board respectively and have full authority to bind City and the Fair Board in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

Skamania County Fair Board

Scott Anderson, Mayor

Name & Title: _____

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Fair Board

Contact person: Paul Pearce, Secretary

Mailing Address: Skamania County Fair Board, PO Box 995, Stevenson, WA 98648

Phone: 360-607-7388

Email: pearce@forestco.org

Name of proposed event: The GorgeGrass Festival (formally known as Columbia Gorge Bluegrass Festival)

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

Skamania County Fair Board is a non-profit charitable entity that works cooperatively with Skamania County Events & Recreation as well as other organizations such as the Chamber, SBA, local businesses, and Oregon Bluegrass. Our two contracted events include the Gorgegrass Festival and Skamania County Fair and Timber Carnival. The Fair Board EIN is 91-1098073

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

The 2019 Gorgegrass Festival will be celebrated July 25 to 28, 2019. This event has grown exponentially. It involves four days of stage entertainment which costs the Fair Board over \$40,000. The fairground is completely full of campers. All of whom pay lodging tax. Also anecdotally we are aware that rooms at the surrounding resort as well as other lodging establishments are heavily booked during the festival. Finally the downtown businesses have told the Fair Board that it is their busiest week. We anticipate the entire event will cost the Fair Board nearly \$60,000 to produce.

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

We are requesting \$10,000 in funds to help offset the increasing costs of entertainment.

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

Please see attached.

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

We do reach out to businesses in the surrounding area for support including the Best Western, A&J Select Market and have created a new relationship with Backwoods Brewing that has greatly benefited our event.

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

We increased revenue in 2018 by increasing the price and setting up a new website for Gorge Residents only.

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

We work cooperatively with Skamania County Events and Recreation on the marketing. Additionally the Fair Board does Gorge wide advertising to include regular ads, tri-fold flyers, Facebook, Gorge residents ticketing website,

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

The music begins in the early afternoon, continuing into the evening, with the nightly headliner performing until 10pm. We then have a live band dance which continues until midnight. This creates a great incentive for attendees to stay overnight locally.

9. **List the number of tourists expected to attend your activity or facility:**

a. Staying overnight in paid accommodations.

We estimate based on 2018 a mix of single night and multiple night stays by some 700 people who attend. Many being full 4-night stays (1500 overnight stays).

b. Traveling 50 miles or more miles from their place of residence or business.

We estimate 700 Gorgegrass attendees will travel 50 or more miles from their place of residence or business.

c. Traveling from another state or country.

We estimate 600 attendees will travel to the Gorgegrass from another state or country.

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

We work closely with the Skamania County Chamber of Commerce (Casey Roeder is a Fair Board member) and the Stevenson Business Association (SBA) (John Mobley is a Fair Board member) to cross promote our events on the Skamania County Fairgrounds. As a Chamber member, we take advantage of their many benefits, including event promotion on their website and in their newsletter. The Chamber manages our beer garden and volunteers.

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

Not applicable

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

As an established event for over 30 years, GorgeGrass fills hotels, cabins, and campgrounds. Stevenson businesses have benefited greatly during the week of the festival. We know that attendees book hotels and camping sites for the following year while the festival is still going on. We also offer a local pass at a reduced price.



Paul J. Pearce

10-17-18

Date

Contract Deliverables and Budget 2019

GorgeGrass Festival

(Contract Language with Skamania County)

The Skamania County Fair Board shall provide, at a minimum, the following services for the annual GorgeGrass Festival:

1. Entertainment to include sound mixing, meals, rooms and transportation
2. Workshops, dances and other festival related attractions
3. Special Activities related to the Bluegrass Festival
4. Beer Garden
5. Golf Carts for Skamania County Fair Board
6. Security for the beer garden.

Skamania County Events and Recreation shall provide:

1. Maintenance of buildings, grounds and equipment owned by Skamania County
2. Vendor Contracts
3. Service, supplies, consumables and equipment used for conducting the Festival.
4. Marketing for the event

A. Proceeds from festival camping fees, donations and sponsorships as specified by the donor, are due to Skamania County.

B. Proceeds from donations or sponsorships to special GorgeGrass festival activities or programs, as specified by the donor, and proceeds from ticket sales are due to the Skamania County Fair Board.

BUDGET							
<i>Income</i>				<i>Expenditures</i>			
\$36,000	Tickets			\$5,000	Year Round Administration & Planning		
\$10,000	Local Passes			\$4,500	Labor		
\$2,500	Beer Garden			\$2,000	Security		
\$10,000	Lodging Tax to offset Entertainment			\$40,500	Entertainment (sound mixing, meals, rooms and transportation)		
				\$5,000	Fair Board Advertisement (Facebook, Ticket Website, Tri Fold Flyers, Posters,		
				\$1,500	Beer Garden		
\$58,500				\$58,500			

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **COLUMBIA GORGE TOURISM ALLIANCE**, a non-profit corporation, hereinafter referred to as “CGTA.”

Recitals

1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
2. CGTA has the opportunity to host a Resource Assistant for Rural Environments (RARE) AmeriCorps Volunteer to increase the capacity of CGTA and help develop the region as a world-class sustainable tourism economy.
3. The City of Stevenson does not have qualified staff to manage a RARE volunteer.
4. CGTA is uniquely qualified to manage a RARE volunteer, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such position.
5. It is in the City’s interest to contract with CGTA to perform certain activities relating to the management of this position that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. **Performance.** CGTA will perform the work set forth on the Scope of Work attached hereto as Exhibit A which is incorporated herein by reference.
2. **Completion.** CGTA shall complete the services to be performed under this agreement on or before December 31, 2019.
3. **Term.** The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. **Payment**
 - a. In consideration of the work to be performed as described in Exhibit A, the City will pay CGTA the total sum of \$2,500. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.

- b. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by CGTA to the City before final payment under this contract is made.
5. **Termination and Waiver.** 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. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. **Financial Records.** CGTA shall maintain financial records of all transactions related to this agreement for six (6) 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 Chamber.** It is hereby understood, agreed and declared that CGTA is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that CGTA may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if CGTA chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** CGTA shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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. CGTA 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 CGTA's employees, agents, contractors, subcontractors or other representatives.
- CGTA shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. CGTA shall provide the City with ten (10) days notice in writing prior to cancellation of any such policy.
9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other

party.

10. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by CGTA under the terms of this agreement shall be and remain the property of the City.
11. **Completeness of Agreement and Modification.** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations or agreements, written or oral, not incorporated herein.
12. **Equal Opportunity and Compliance With Laws.** CGTA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, CGTA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. **Governing Law and Venue.** The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. **Costs and Attorney Fees.** If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorney's costs and fees and 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 appeal.
15. **Certification of Authority.** The parties hereby certify that the persons executing this agreement on behalf of the City and CGTA have legal authority to enter into this agreement on behalf of the City and CGTA and are able to bind the City and CGTA in a valid agreement on the terms herein.

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

/ / / / / / [Signatures appear on next page] \ \ \ \ \ \

CITY OF STEVENSON

**COLUMBIA GORGE
TOURISM ALLIANCE**

By _____
Scott Anderson, Mayor

By _____
Board President

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Columbia Gorge Tourism Alliance

Contact person: Renee Tkach, President

Mailing Address: c/o Skamania County Chamber of Commerce, PO Box 1037, Stevenson WA 98648

Phone: 503-680-3119

Email: renee@gorgefriends.org

Name of proposed event: CGTA RARE (Resource Assistance for Rural Environments) Participant

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

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

EIN 93-1098470. Formerly the Columbia River Gorge Visitors Association, CGTA is a partnership of Washington and Oregon tourism-related stakeholders representing various businesses, organizations, and public agencies that provide services and information to visitors throughout the Gorge. CGTA was formed after the Gorge Tourism Studio (GTS), a training program presented by Travel Oregon in spring 2016. The organization's successes following the program include the creation of five action teams focusing on: outdoor recreation; culinary/agritourism; regional marketing and tourism education; cultural heritage; and car-free transportation options; along with realizing the capacity for project staff from the Resource Assistance for Rural Environments (RARE) AmeriCorps Volunteers. Two projects accomplished in 2018 include the creation of the East Gorge Food Trail, with a printed map to direct visitors along with the launch of a website providing car-free options and advice for touring the Columbia River Gorge, including various itineraries, <https://www.columbiagorgecarfree.com/>.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee. Beginning in January 2016, the Columbia River Gorge region participated in Travel Oregon's Rural Tourism Studio (branded as Gorge Tourism Studio or GTS), which was a unique training opportunity to convene leaders from both Oregon and Washington to discuss the challenges and opportunities of the region's tourism industry in an effort to bolster the tourism economy in a sustainable way.

This in-depth training program included more than 220 participants from six counties contributing 1,760 hours and resulted in the formation of the Columbia Gorge Tourism Alliance (CGTA). CGTA is committed to developing the region as a world-class sustainable tourism economy. CGTA recognizes this goal implicitly includes protecting and enhancing the scenic, natural, cultural and recreation resources of the Gorge and neighboring Cascades. Key to future sustainability is continuous enhancement of the visitor experience while understanding and managing the impact of tourism on the local economies and communities. The RARE participant will fill the void of paid staff as CGTA currently has none, and will continue the work of the previous RARE participant. She will be responsible for convening the group and assisting with the identified goals of the organization.

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

\$2,500.00

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

Travel Oregon has committed to paying more than 50% of the RARE member stipend (totaling \$23,500). With the absence of a Washington-stated tourism entity to match Travel Oregon's financial contribution, the communities on the Washington side of the Columbia River Gorge National Scenic Area are tasked with paying the balance of \$11,000. Please find attached a list of the additional organizations and agencies contributing to this cause.

The request for \$2,500 is 11% of the overall \$23,500 requirement.

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

Please see No. 4 above for the financial contributions from other organizations.

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

RARE follows the University of Oregon's academic calendar so the funding requested would cover September 2018 – July 2019. By 2020, CGTA hopes to be generating revenue of their own and would be able to cover the cost of any future RARE placements.

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

N/A

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

Sustainable tourism can stimulate the local economy, protect and enhance local resources and foster community pride. Community leaders, tourism entrepreneurs, tour operators, lodging property owners, outdoor enthusiasts, restaurateurs and anyone with an interest in strengthening the local economy through tourism benefit from the efforts of the RARE member and CGTA. Quantifying overnight stays and/or attendance as a result of the outcomes provided by the RARE member are challenging. The overall positive economic impact to Skamania County and the entire Columbia River Gorge National Scenic Area is priceless!

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

- a. Staying overnight in paid accommodations. Please see No. 8
- b. Traveling 50 miles or more from their place of residence or business. Please see No. 8
- c. Traveling from another state or country. Please see No. 8

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

The RARE member is working directly with the Columbia Gorge Tourism Alliance (CGTA) of which Skamania County Chamber of Commerce is a founding member and contributing partner.

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

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

The mission of the Resource Assistance for Rural Environments (RARE) Program is to increase the capacity of rural communities to improve their economic, social, and environmental conditions, through the assistance of trained graduate-level participants who live and work in communities for 11 months. Participants assist communities and agencies in the development and implementation of plans for achieving a sustainable natural resource base and improving rural economic conditions while gaining community building and leadership skills.

13. Sign and date your proposal:



Renee Tkach

10-17-18

Date

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal. If you attach additional information, please provide six hardcopies to the City.

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

COLUMBIA GORGE TOURISM ALLIANCE
2019 RARE (Resource Assistance for Rural Economies) STIPEND of \$23,500

Washington State Portion \$11,000

CONTRIBUTORS

<u>Source</u>	<u>Amount</u>	<u>Projected or Confirmed</u>
Lewis & Clark National Historic Trail	\$ 2,000	Confirmed
Friends of Columbia Gorge	\$ 2,500	Confirmed
City of Stevenson	\$ 2,500	Projected
Skamania County	\$ 2,500	Projected
Mt. Adams Chamber of Commerce	\$ 500	Confirmed
Port of Camas-Washougal	\$ 500	Confirmed
City of Washougal	<u>\$ 500</u>	Projected
	\$11,000	
Travel Oregon	\$12,500	

AGREEMENT

This agreement made and entered into this 20th day of December, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Skamania County Fair Board**, a 501(c)(3) organization, hereinafter referred to as “Fair Board”.

Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to prepare and install grass on the Midway on the Skamania County fairgrounds.
3. The Fair Board is uniquely qualified to manage this project, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
4. It is in the City’s interest to contract with the Fair Board to perform certain activities relating to the design and management of this project that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. The Fair Board will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. The Fair Board will plan and install grass on the Midway as described on Exhibit A, incorporated herein by reference.
 - b. The Fair Board hereby warrants to properly maintain the newly seeded Midway for a period of three years following completion of the project, including watering, mowing, fertilizing, etc.
 - c. The Fair Board will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. The Fair Board will complete the work and provide the services to be performed under this agreement on or before December 31, 2019, provided, however the warranty period of Section 1(b), above, shall survive termination of this contract until fully performed.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019, and the warranty period shall expire December 31, 2022.

4. Payment.
 - a. The City will reimburse the Fair Board up to \$27,750 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 13 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder. In the event the Fair Board fails to properly maintain the seeded area during the warranty period, following not fewer than thirty (30) day's written notice to the Fair Board of its default of maintenance obligations, the City may seek substitute performance of the maintenance obligations and charge the Fair Board for the full cost thereof, plus any administrative costs and/or attorney fees and costs to recover the same.
6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement. The above maintenance warranty shall survive the termination of this contract.
7. Financial Records. The Fair Board shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of the "Fair Board". It is hereby understood, agreed and declared that the Fair Board is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. The Fair Board 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.

The Fair Board 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 Fair Board employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance with Laws. The Fair Board shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the Fair Board shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and the Fair Board have legal authority to enter into this agreement on behalf of City and the Fair Board respectively and have full authority to bind City and the Fair Board in a valid Agreement on the terms herein.
16. Notice: Where notice is required herein, written notice shall be deemed complete upon mailing certified mail, return receipt requested or by actual delivery by another service with delivery confirmation (Federal Express, UPS, etc) addressed as follows:

City of Stevenson
Attn: City Administrator
7121 E. Loop Rd
PO Box 371
Stevenson, WA 98648

Skamania County Fair Board
Attn: Board President
PO Box 995
Stevenson, WA 98648

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

CITY OF STEVENSON

Skamania County Fair Board

Scott Anderson, Mayor

Name & Title: _____

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Skamania County Fair Board

Contact person: Paul Pearce, Secretary

Mailing Address: Skamania County Fair Board, PO Box 995, Stevenson, WA 98648

Phone: 360-607-7388

Email: pearce@forestco.org

Name of proposed event: Skamania County Fairgrounds “midway” irrigation installation and reseedling.

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

Skamania County Fair Board is a non-profit charitable entity that works cooperatively with Skamania County Events & Recreation as well as other organizations such as the Chamber and the SBA. The Fair Board EIN is 91-1098073

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

This project would include the site preparation, installation of underground sprinklers and planting of grass seed on the midway area of the Skamania County Fairgrounds. The midway is the main location of Gorge Blues & Brews Festival, 4th of July Fireworks, Columbia Gorge Bluegrass Festival, Skamania County Fair along with many other events and activities that take place at the Fairgrounds. The result of these efforts would enhance the visual aesthetics of the area along with safety factors which would greatly improve the visitor experience at Stevenson events. It would also increase the value of the fairgrounds for additional and future events.

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

We are requesting \$27,750 in funds.

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

Please see attachment Exhibit A, a budget for this project reflecting a total amount of \$45,741.55 This request is for 61% of the total project cost. The balance will be provided with \$6,000 contributions each from the Skamania County Fair Board, Stevenson Business Association and Skamania County.

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

Please see No. 4 above for the financial contributions from other organizations. Based on the requirement from Stevenson City Council, verbal commitment needs to be received from the current Board of County Commissioners to maintain the midway following completion of the project, including watering, mowing, etc.

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

By installing an irrigation system, the benefits of this project would be ongoing but the costs one-time.

7. **Describe your plans for advertising and promoting your proposed activity or facility.**
This would be a capital project.

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

Anywhere from 15,000 to 20,000 visitors use the Fairgrounds over the course of one year. By improving the midway with a flat, even, lush green surface, visitation could increase many fold with more usage year-round. There have been many negative comments over the years about the dry, dusty, uneven ground. We would expect that attendance at existing events would increase which would result in more overnight stays accordingly.

9. **List the number of tourists expected to attend your activity or facility:**

- a. Staying overnight in paid accommodations. 3,000 (20% of 15,000 estimate)
- b. Traveling 50 miles or more from their place of residence or business. 9,750 (65% of 15,000 estimate)
- c. Traveling from another state or country. 7,500 (50% of 15,00 estimate)

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

The Stevenson Business Association is managed by the Skamania County Chamber of Commerce. We would partner with the Skamania County Fair Board to ensure the success of this re-seeding project.

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

The cost estimate for this project was provided by Gordon French, owner of LJC Feed in Camas. He has many years of experience with horticulture projects and currently volunteers for a variety of projects at the Fairgrounds. This project would require the cooperation of Skamania County Buildings and Grounds staff for mowing, etc. with the initial installation and work handled by Gordon.

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

The Skamania County Fairgrounds are one of the most highly utilized areas in Stevenson. Enhancing the midway to a space that is green, and welcoming will be an incredible benefit for residents and visitors alike. The natural setting with Rock Cove in the foreground and the Columbia River and Gorge mountains in the background is already spectacular. The visual appeal from Highway 14 will soar and onsite users will love the improvements.

- This request was approved in 2016 but was delayed while waiting for the County Commissioners' support. Once that was received in September 2016, heavy rains precluded the work from being done that fall.

- It was not reapplied for in 2017 or 2018. The Fair Board was advised by Eric Hansen at its last board meeting that the Stevenson City Council specifically instructed him to discuss the greening of the midway at the board meeting. The Fair Board felt it was important to recharge the effort.



Paul J. Pearce

10-17-18

Date

EXHIBIT A - SKAMANIA COUNTY FAIRGROUNDS MIDWAY RE-SEEDING PROJECT

	Spray Round-Up			2.3 acres					\$ 475.00
	Trench and install sprinklers (with removable heads)								\$ 27,000.00
	Prep (miscellaneous)								\$ 1,150.00
	Hydro-seed, lime, fertilize			100K square feet					\$ 8,750.00
	Water and care for four weeks								
	Harley rake for site prep								\$ 2,300.00
	Grass seed								\$ 2,600.00
	Sub Total								\$ 42,275.00
	Sales tax								\$ 3,466.55
	Total								\$ 45,741.55

AGREEMENT
Park Plaza Soft Cost Support

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

Recitals

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

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

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

- b. An additional \$37,850 will be authorized for additional soft costs outlined in Exhibit A after approval of the grant by the Washington State Recreation and Conservation Office. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with backup documentation to the city.
 - c. Total costs authorized in this contract shall not exceed \$103,400.
 - d. Final invoice for this agreement must be received by the City on or before January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
 - e. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
 6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
 7. Financial Records. SDA shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
 8. Status of "SDA". It is hereby understood, agreed and declared that SDA is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
 9. Insurance and Liability. SDA shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by SDA employees, agents, contractors, subcontractors or other representatives.
 10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
 11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

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

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

CITY OF STEVENSON

STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

President

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Stevenson Downtown Association

Contact Person: Marie Gluesenkamp Perez

Mailing Address: PO Box 1037, Stevenson WA 98648

Phone: 360 818 1429

Email: Director@StevensonMainstreet.org

Name of Proposed Event: Park Plaza Project SDA

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

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

EIN: 81-3500088

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

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

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

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

\$103,400.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Sign and date your proposal.

A handwritten signature in black ink, appearing to read 'M. J. P.', is positioned to the left of the date.

Tuesday, 16th October, 2018

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

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



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

STEVENSON BUSINESS ASSOCIATION
CITY OF STEVENSON, WA



Phase I rendering



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

STEVENSON BUSINESS ASSOCIATION
CITY OF STEVENSON, WA



Phase II rendering

Park Plaza SDA TAC Application

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

Stevenson, Washington

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

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

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

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

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and
STEVENSON-CARSON SCHOOL DISTRICT**

FOR SUPPORT OF THE COMMUNITY POOL

THIS AGREEMENT dated December 20, 2018, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to reopen the community pool.

WHEREAS, Washington Statute RCW 39.34 provide 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 any 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 legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening the community pool (owned by the School District); and

WHEREAS, the City has budgeted \$30,000 in the 2019 General Fund expenditure budget for support of the community pool, NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

1. Performance. School District will oversee and manage efforts to reopen and operate the community pool (owned by the School District) including but not limited to:
 - a. Fundraising and Partnerships: School District will continue request pool support funding from other local governmental agencies that may include: Skamania County, the Port of Skamania County, the Skamania County Economic Development Council, and City of North Bonneville.
 - b. Financial projections and budget preparation: Ongoing analysis of revenue and expenditure projections and budgets for successful financial operation of the Stevenson Community Pool.
 - c. Scheduling – Maintain a pool operating schedule taking into account the various school and community groups that will want use of the pool.
 - d. Pricing – Maintain pricing schedules including rates for children, senior citizens, and families.
 - e. Develop staffing schedules.

- f. Hire and train staff for pool operations and maintain the pool in operational and open status in accordance to the analysis of the revenue and expenditure reports and projections.
2. Completion. School District will provide the services to be performed under this agreement on or before December 31, 2019.
3. Payment.
 - a. The City will reimburse the School District up to \$30,000 for pool maintenance and operation under this agreement subject to the terms and conditions specified herein.
 - b. Payments will be made monthly, net 30 days, on a reimbursement basis only, and following submittal of invoices to the City. The maximum payment due for any one month shall be Two Thousand Five Hundred Dollars (\$2,500.00). Amounts not claimed in any month may be carried forward and requested in subsequent months.
 - c. Final invoice for this agreement must be received by the City on or before January 13, 2020. Invoices received after this date will not be paid.
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.
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.
6. Financial Records. School 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 School District. It is hereby understood, agreed and declared that School 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. School 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.

School 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 School District employees, agents, contractors, subcontractors or other representatives.

9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

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. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School 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 School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School 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 January 1, 2019 to December 31, 2019.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to support efforts by the School District to reopen and operate the community 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.
 - h. 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-CARSON SCHOOL DISTRICT:

Karen Douglass, Superintendent

CITY OF STEVENSON:

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

**CITY OF STEVENSON
RESOLUTION NO. 2018-325
A RESOLUTION OF THE CITY OF STEVENSON
REVISING THE SALARY SCALE AND FIRE FIGHTER PAY**

WHEREAS, on June 21, 2018 the City Council of the City of Stevenson adopted a revised 2018 salary schedule in resolution 2018-312; and

WHEREAS, the City wishes to revise the salary scale to reflect a cost of living increase of 3.2% for 2019; and

WHEREAS, the effective date for the fire fighter pay was incorrect as they are paid from December 1 through November 30th.

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, as follows:

1. The salary scale attached as exhibit A is hereby accepted, effective January 1, 2019.
2. The Volunteer Firefighter Pay, as shown below, is hereby accepted, effective December 1, 2017.
 - a) Drills will be paid at \$8/drill
 - b) Calls will be paid at \$10/call

ADOPTED this 20th day of December, 2018.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Resolution 2018-325 Exhibit A

City of Stevenson Salary Schedule

2019 Salary Schedule

Revised 8-20-18

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
City Administrator	77,887	81,002	84,242	87,612	91,116	94,761	98,551	102,493
Deputy Clerk/Treasurer II	50,005	52,005	54,085	56,248	58,498	60,838	63,272	65,803
Deputy Clerk/Treasurer I	44,198	45,966	47,805	49,717	51,706	53,774	55,925	58,162
Public Works Director/Community Development Director	65,607	68,231	70,960	73,798	76,750	79,820	83,013	86,334
Field Sprvr / Bldg Insptr / Water Manager/WWTPO III	56,575	58,838	61,192	63,640	66,186	68,833	71,586	74,449
WWTPO II	51,047	53,089	55,213	57,422	59,719	62,108	64,592	67,176
Utilities / Maintenance Worker/WWTPO I	48,785	50,736	52,765	54,876	57,071	59,354	61,728	64,197
Minute Taker (Hourly)	18.63	19.38	20.16	20.97	21.81	22.68	23.59	24.53
Temporary Assistant II (office or field)(Hourly)	15.48	16.10	16.74	17.41	18.11	18.83	19.58	20.36
Temporary Assistant I (office or field)(Hourly)	12.00	12.48	12.98	13.50	14.04	14.60	15.18	15.79
Standby Pay (Hourly)	2.06							

**CONTRACT FOR INCARCERATION SERVICES
CITY OF STEVENSON**

THIS CONTRACT, made and entered into this 20th day of December, 2018, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "**COUNTY**," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**,"

WITNESSETH:

WHEREAS, RCW 39.34.180 requires each city and town to be responsible for the incarceration of their misdemeanants and gross misdemeanants ("inmates") referred from their respective law enforcement agencies; and

WHEREAS, the **CITY** previously contracted with the Skamania County Sheriff's Office to serve as its law enforcement agency; and

WHEREAS, the **CITY** does not have any facilities in which to incarcerate its inmates; and

WHEREAS, the **COUNTY**, by and through its Sheriff, owns and operates the Skamania County Jail; and

WHEREAS, the **CITY** desires to contract with the **COUNTY** to incarcerate its inmates; and

WHEREAS, the **COUNTY** wishes to provide the **CITY** these incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program; and

WHEREAS, this contract is authorized by the provisions of RCW 39.34.010 and is required by RCW 39.34.180; and

WHEREAS, the parties have considered the anticipated costs of providing the incarceration services, including the Skamania County Sheriff's Non-Custody Work Crew Program, have anticipated the potential revenues for providing these services, and continue to consider alternatives to and for incarceration services.

NOW, THEREFORE, it is hereby agreed as follows:

1. Services.

The County agrees to provide the City a jail facility and the necessary personnel to incarcerate the City's inmates generally in the same manner as it confines inmates derived from the unincorporated areas of the County.

The County also agrees to provide supervision, control, and the necessary equipment for participation in the Skamania County Sheriff's Non-Custody Work Crew Program.

For purposes of this agreement, the term "City inmates" shall mean those inmates who are arrested, booked, sentenced, or held in the County Jail on crimes, or suspected crimes, involving misdemeanors or gross misdemeanors within the City limits. "City inmates" shall not include those people who are arrested on, charged with, or convicted of a felony offense, (even if that crime arises out of the same transaction or occurrence as a misdemeanor or gross misdemeanor), and shall not include offenses committed by juveniles except those crimes prescribed by the City of Stevenson Code.

For purposes of this agreement, the term "Skamania County Sheriff's Non-Custody Work Crew Program" shall mean that program supervised by the Skamania County Sheriff's Office whereby inmates perform various work within the City and County, as directed by the Skamania County Sheriff's Office., using equipment provided by the Skamania County Sheriff. Said participation shall be subject to approval by the Skamania County Sheriff's Office. Each work crew day shall begin at 8:00 AM and end at 5:00 PM. Work crew may be served, as determined by the terms of the inmate's sentence, in lieu of jail, or for payment of fines.

2. Payments

As consideration for providing this facility and these services, upon presentation of an invoice statement that provides the inmate's name and dates of incarceration, the City shall pay the County as follows:

- 2.1 Sixty Dollars (\$60.00) per day for each City inmate incarcerated in the Skamania County Jail. A City inmate is incarcerated in the County Jail if they are held in excess of four (4) hours from the completion of the booking process. For every City inmate placed into the County Jail, the City shall be charged for at least one (1) day. A day shall mean a calendar day.
- 2.2 The sum of Twenty-five Dollars (\$25.00) for each City inmate booked into the County Jail. The County will first assess the Twenty-Five dollar fee to the inmate. That portion of the Twenty-five dollar fee that the inmate cannot pay will be assessed to the City. The City shall not be charged more than one booking charge for each City inmate for the same criminal conduct. The City shall not be charged a booking fee if the booking charge(s) is out of the same transaction or occurrence as a felony charge.
- 2.3 The sum of Ten Dollars (\$10.00) for each full day that a City inmate participates on the Skamania County Sheriff's Non-Custody Work Crew. The parties agree that the inmate shall also be charged an initial \$10.00 participation fee. The City shall not be responsible for reimbursement of the participation fee, and the Skamania County Sheriff's Office agrees to hold the City inmate solely responsible for payment of the participation fee.

3. Term.
The duration of this agreement shall be for a one year period beginning January 1, 2019 and ending December 31, 2019. Upon the mutual written consent of both parties, this agreement can be extended for successive one (1) year period. This agreement may also be terminated by the mutual written consent of both parties at any time, or by either party for any reason upon ninety (90) day's written notice.

4. Operational Control.
The Skamania County Sheriff shall have exclusive control of the Sheriff's Office and jail staff personnel, and sole responsibility for their compensation. The County Sheriff shall also have exclusive control of the day-to-day operations of the Skamania County Jail in performing this contract and the City inmates will be subject to the same rules and regulations required of the other inmates. The County Sheriff shall also have exclusive control of the day-to-day operations of the City inmates who perform work on the Skamania County Non-Custody Work Crew Program.

5. Health Care.
Pursuant to RCW 70.48.130, the County shall provide routine and regular health care checkups on the City inmates. The City shall be responsible for any extraordinary or emergency medical costs incurred by the City's inmates provided, if at all reasonably practicable, the County shall provide the City notice prior to incurring any extraordinary or emergency medical costs. Such extraordinary or emergency medical costs shall include but not be limited to surgeries, treatment of broken bones, major dental care, or any medical or dental services that require the inmate to leave the jail facility. The City shall not be responsible for the costs for any medical treatment that is required due to injuries sustained while the inmate is incarcerated in the County jail or while the inmate is working on the Skamania County Sheriff's Non-Custody Work Crew Program that result from injury caused by other inmates, or injuries that are caused by property or persons under the control and supervision of the Skamania County Sheriff's Office.

6. Services Provided.
Unless otherwise specified, services provided by the County shall be the type commensurately rendered to the unincorporated areas of Skamania County related to misdemeanants and gross misdemeanants. Incarceration services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; provided that to alleviate overcrowded conditions or other factors, the Skamania County Sheriff's Office reserves the right to matrix, reject, release or give earned good-time credit to the City's inmates in the same fashion as it handles and administers the other inmate population.

7. Independent Contractor/Hold Harmless/Indemnification.
The parties intend that an independent contractor/County relationship will be created by this agreement. No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose. The City shall protect, defend, save harmless and indemnify the County from and against all claims, suits and/or actions arising from negligent acts or omissions of the City in the performance of this

agreement. The County shall protect, defend, hold harmless and indemnify the City from and against all claims, suits and actions arising from negligent acts or omissions of the County in the performance of this agreement.

8. Full Cooperation.

The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract. The Skamania County Sheriff's Office, including the jail personnel, shall have all authority granted to a non-charter code city under the laws of the State of Washington. The County agrees to provide the City with daily reporting updating the City on the inmates currently incarcerated in the County Jail and the inmates currently working through the Skamania County Sheriff's Non-Custody Work Crew Program, the number of days that each inmate has been incarcerated or successfully performed on the Skamania County Sheriff's Non-Custody Work Crew Program, and the expected date of release.

9. Modifications.

No changes or additions to this agreement shall be valid or binding upon either party unless such changes or additions be made in writing and executed by both parties.

10. Attorney Fees.

If any suit or action is filed by any party to enforce or interpret a provision of this contract, Or otherwise with respect to the subject matter of this contract, the prevailing party shall be Entitled, in addition to other rights and remedies it might have, to reimbursement for its Expenses incurred with respect to such suit or action, at trial & on appeal, including court Costs and reasonable attorney's fees.

11. Entire Agreement.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document. This contract is not intended to affect or otherwise change any other agreements between the County and the City.

12. Laws of Washington.

This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract, shall be brought in a court of competent jurisdiction located in Skamania County.

13. Effective Date.

This contract shall take effect immediately after it has been executed and copies filed as set forth in section 14 of this agreement.

14. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2019 or as otherwise provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement 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 paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. 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.

[Signatures appear on the following page]

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

**CITY OF STEVENSON,
A MUNICIPAL CORPORATION**

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Mayor

Chairman

Commissioner

City Clerk

Commissioner

David S. Brown, Skamania County Sheriff

APPROVED AS TO FORM ONLY:

ATTEST:

City Attorney

Clerk of the Board

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney



Capital Agreement with

City of Stevenson

through

Community Economic Revitalization Board

For

Stevenson Snakebite Facility Study

Start date: Date of the Last Signature



Department of Commerce
Innovation is in our nature.

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DECLARATIONS

CLIENT INFORMATION

<i>Legal Name</i>	City of Stevenson
<i>Loan Number</i>	S18-79A0A-143
<i>Federal Tax ID #</i>	91-6001512
<i>Statewide Vendor #</i>	SWV3010000-29

PROJECT INFORMATION

<i>Title</i>	Stevenson Snakebite Facility Study
<i>Project City</i>	Stevenson
<i>Project State</i>	Washington
<i>Project Zip</i>	98648

CONTRACT TERMS and CONDITIONS

<i>Initial Offer Date</i>	May 17, 2018
<i>Grant Amount</i>	\$50,000
<i>Local Match</i>	\$16,667
<i>Project Completion Date</i>	Project must reach completion within (2) years from date of execution
<i>Special Conditions</i>	

FACE SHEET

Contract Number: S18-790A0-143

Washington State Community Economic Revitalization Board

1. Contractor City of Stevenson PO Box 371 Stevenson, Wa 98648		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Ben Shumaker Planning Director (509) 427-5970 Ben@ci.stevenson.wa.us		4. CERB Representative Janea Delk, CERB Program Director & Tribal Liaison PO Box 42525 Olympia, WA 98504-2525	
5. Grant Amount \$50,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Last Signature	8. End Date Two years from the date of last signature
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		CFDA Number N/A	
10. Tax ID # 91-6001512	11. SWV # SWV3010000-29	12. UBI #	13. DUNS #
14. Contract Purpose The Board, defined as the Washington State Community Economic Revitalization Board, and the Contractor have entered into this Contract to undertake a project that furthers the goals and objectives of the Washington State Community Economic Revitalization Board as created in Chapter 43.160 Revised Code of Washington. The Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract including documents attached hereto and/or incorporated by reference: Special and General Contract Terms and Conditions; Declarations Page; ATTACHMENT A: PROJECT SCOPE OF WORK; ATTACHMENT B: BUDGET; ATTACHMENT C: PLANNING STUDY MINIMUM REQUIREMENTS.			
FOR CONTRACTOR _____ Leana Johnson, City Administrator _____ Date		FOR CERB _____ Randy Hayden, Chair _____ Date APPROVED AS TO FORM ONLY SIGNATURE ON FILE _____ Sandra Adix Assistant Attorney General _____ September 26, 2017 Date	

SPECIAL TERMS AND CONDITIONS

1. **DEFINITIONS**

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, including any Exhibits, attached documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- E. "Declarations" and "Declared" shall refer to the project information, terms and conditions as stated on the Declarations Page of this Contract, displayed within the contract in THIS STYLE for easier identification
- F. "Initial Offer of Financial Aid" shall mean the written offer of financial assistance offered by the Board and accepted by the Contractor.
- G. "Project" shall mean the project approved for funding by the Board, as described in ATTACHMENT A: SCOPE OF WORK.
- H. "Project Completion Report" shall mean the report provided by the Board to the Contractor to be submitted upon the completion of the Board-funded project.

2. **AUTHORITY**

Under the authority RCW 43.160, the Board has awarded the Contractor a CERB Planning grant for an approved project as described in the ATTACHMENT A: SCOPE OF WORK.

3. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

4. **CONTRACT PERIOD**

The effective date of this Contract is the date of last signature. The term of this Contract runs through project completion date specified on the Declarations Page.

5. **COPYRIGHT PROVISIONS**

Notwithstanding the provisions of General Terms and Conditions 2.13, COPYRIGHT PROVISIONS, of this contract, the Contractor has ownership rights in all data and blueprints that the Contractor produces under this contract, subject to the Board right to royalty free use of these materials.

6. **HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the Board and the State of Washington in relation to

SPECIAL TERMS AND CONDITIONS

any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that if historical or cultural artifacts are discovered during construction or other ground disturbing activity, the Contractor shall immediately stop work and notify the local historic preservation officer and the state historic preservation officer at DAHP. If human remains are uncovered, the Contractor shall stop work and report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to ATTACHMENT A: SCOPE OF WORK.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

In the event that the Contractor finds it necessary to amend ATTACHMENT A: SCOPE OF WORK, the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

7. INTEREST ON CERB FUNDS

In those cases where funds have been disbursed by CERB, and the funds are not expended within thirty (30) days due to other circumstances, the Contractor shall owe the interest on all unexpended funds past thirty (30) days. All interest accruing on such funds shall inure to the benefit of CERB. Interest shall accrue at the same rate that the funds would have earned in the CERB Account held by the State Treasury Department.

8. NOTICE

All notices, demands, requests, consents, approvals, and other communication which may be or are required to be given by either party to the other under this agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to the Board:

Community Economic Revitalization Board (CERB)
1011 Plum St SE
P.O. Box 42525
Olympia, WA 98504-2525

SPECIAL TERMS AND CONDITIONS

B. Notice to Contractor:

The address used shall be that as displayed under **Item 1. Contractor**, found on the Contract Face Sheet, or to such other official address the Contractor shall have furnished to the Board in writing.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- ATTACHMENT A – Scope of Work
- ATTACHMENT B – BUDGET
- ATTACHMENT C – PLANNING STUDY MINIMUM REQUIREMENTS
- Declarations Page

10. PERFORMANCE REPORTING

The Contractor shall furnish the Board with:

- A.** Quarterly Project Reports, due four times annually until completion of the CERB funded public project. Beginning within six (6) months of contract execution, Quarterly Project Reports shall be due on:
1. January 15,
 2. April 15,
 3. July 15, and
 4. October 15

The Contractor shall also include in the quarterly report any problems, delays, or adverse conditions which will materially affect the ability to meet project objectives, time schedules, or work units by the established time period. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Board assistance needed to resolve the situation.

- B.** Project Completion Report upon completion of the CERB funded public project, and
- C.** Other reports as the Board may require.

Upon final request for reimbursement, the Contractor shall submit a Certified Project Completion Report to the Board, signed by the Contractor's responsible party, which shall include, but not be limited to, an accounting of all expenditures, a description of work accomplished, further refinement of private sector permanent employment impacts, etc. in a format to be provided by the Board.

After submission of the Project Completion Report, the Contractor shall continue, for up to five years or as may be required by the Board, to provide updates on the economic impact of the project. The updates shall be in a format acceptable to the Board and describe, but not be limited to:

1. Number and types of businesses assisted by the project
2. Private sector employment and private investment activity resulting from the project

SPECIAL TERMS AND CONDITIONS

3. Wages and health benefits associated with the private sector employment
4. Amount of state funds and total capital invested in the project
5. Local fund match and local participation in the project
6. Project Distance from Transportation Infrastructure

11. PROJECT COMPLETION

The project shall be completed within two (2) years from the date of contract execution, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be in writing and incorporated into this document as amendments to Special Conditions.

12. PROJECT PERFORMANCE

The Contractor's performance shall commence within six months after execution of the Final Contract, unless otherwise specified. Extension may be considered upon appropriate written request. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

If at any time during the term of this agreement the Board determines that project performance is unsatisfactory, including, but not limited to: (a) defective work not remedied, or (b) a reasonable doubt that the Contract can be completed for the balance then unpaid, the Board reserves the right to withhold payments until the problem is remedied or to exercise its rights of termination under General Terms and Conditions 40, 41, and 42.

13. RE-APPROPRIATION

The parties hereto understand and agree that any state funds not expended by **the end of the declared BIENNIUM**, including the ten percent (10%) retainage as described in SPECIAL TERMS AND CONDITIONS, Section 17: REIMBURSEMENT, will lapse on that date unless specifically re-appropriated in an enacted Capital Budget. The Board will make all necessary efforts to seek re-appropriation of funds into the declared BIENNIUM. If funds are so re-appropriated, the Board's obligation under the terms of this Contract shall be contingent upon the terms of such re-appropriation.

14. CONTRACT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 Section 4 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such an event, all work will be suspended effective July 1. The Contractor shall immediately suspend work and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

THE BOARD shall notify the Contractor immediately upon the lifting of the contract suspension.

15. RECAPTURE PAYMENT AND COSTS

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Contract, the Board reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the Board is

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required to institute proceedings to enforce this recapture provision, the Board shall be entitled to its cost thereof, including reasonable attorney's fees.

16. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of the Board, and shall meet and renegotiate the Contract accordingly. Any changes are to be incorporated into this document as additions or amendments to Special Conditions.

17. REIMBURSEMENT

Subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with ATTACHMENT A: SCOPE OF WORK. If funding or appropriation is not available at the time the invoice is submitted, or when this contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available.

The Board shall reimburse the Contractor for eligible project expenditures up to the maximum GRANT AMOUNT values as displayed on the Declarations Page of this Contract. When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing ATTACHMENT A: SCOPE OF WORK project activity performed, and any appropriate documentation such as bills, invoices, and receipts. For eligible administrative costs of Contractor staff, the Contractor must include payroll records for reimbursing for salaries and benefits. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Contractor shall send these items to the Board at the following address:

Community Economic Revitalization Board
1011 Plum St SE
PO Box 42525
Olympia, WA 98504-2525

The Board will pay the Contractor after Contractor has completed the work described in this Contract and the Contractor has sent the Board properly completed invoices. Invoices shall be submitted to the Board not more often than monthly.

Payment shall be considered timely if made by the Board within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, terminate the contract or withhold reimbursement if the Contractor fails to satisfactorily comply with any term or condition of this contract.

The Board will make no payments in advance or in anticipation of completion of work described in this Contract.

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Total amounts paid under this Contract shall be the lesser of actual amounts required for the work described in this Contract or the amount of the Board award.

CERB funds are disbursed on reimbursement basis-only for eligible costs within the approved project's scope of work. CERB funds will be reimbursed and the identified match funds will be paid out, in concert at the same percentages as the total project cost split, until CERB funds or matching funds are exhausted. Exceptions to this requirement may be granted by the Program Director & Tribal Liaison on a case-by-case basis. The Recipient must meet the identified match commitment over the project period.

Reimbursement includes both invoices that have been paid and invoices due within 30 days of reimbursement request.

The Board shall withhold ten percent (10%) of the total funding award until project completion and acceptance of the final Project Completion Report by the Board.

Eligible Costs

Eligible project costs are those which are incurred on or after the date of the *Initial Offer of Financial Aid*, shown on the Declarations Page as: INITIAL OFFER DATE, and are incurred under the performance of work specified in the approved Scope of Work (Attachment A).

Ineligible Costs

Internal administrative activities, fundraising activities, and salary & benefits for the employees of the applicant.

Duplication of Billed Costs

The Contractor shall not bill CERB for work under this Agreement, and CERB shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Access to Work and Records

All property, facilities, and records developed pursuant to this Agreement shall be available for inspection upon request during regular business hours by the Board or its authorized representative. All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures. Copies of records shall be furnished to the Board immediately upon request. This paragraph shall be included in any and all subcontracts let by the Contractor under this agreement.

17. RESTRICTIONS ON CONVERSION OF FACILITY TO OTHER USES

The Contractor shall not convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved for a period of 10 years beginning from the date of contract execution without the prior written approval of CERB. If CERB no longer exists at the time of the proposed conversion, such written approval must be obtained from the Governor's Office, or from an agency designated by the Governor's Office.

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In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

18. SUBCONTRACTING

Notwithstanding the provisions of General Terms and Conditions, Section 37: SUBCONTRACTING, of this contract, the term "subcontracting" shall not refer to subcontracting of the actual planning project

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "THE BOARD" shall mean the Washington State Community Economic Revitalization Board created in Revised Code of Washington (RCW) 43.160, and who is a Party to the Contract.
- B. "Authorized Representative" shall mean the Chair and/or the designee authorized in writing to act on the Chair's behalf.
- C. "Contract" or "Agreement" means the entire written agreement between THE BOARD and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the public entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a party to the Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. **ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

3. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. **AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. **AMERICANS WITH DISABILITIES ACT (ADA)**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. **APPROVAL**

This contract shall be subject to the written approval of THE BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

7. **ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of THE BOARD.

GENERAL TERMS AND CONDITIONS

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

9. **AUDIT**

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

THE BOARD reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to THE BOARD requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by THE BOARD.

C. Documentation Requirements

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by THE BOARD.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to The BOARD; no other report is required.

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10. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by THE BOARD that is designated as "confidential" by THE BOARD;
 2. All material produced by the Contractor that is designated as "confidential" by THE BOARD; and
 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of THE BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide THE BOARD with its policies and procedures on confidentiality. THE BOARD may require changes to such policies and procedures as they apply to this Contract whenever THE BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by THE BOARD. Upon request, the Contractor shall immediately return to THE BOARD any Confidential Information that THE BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify THE BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFORMANCE

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

13. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the THE BOARD may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by THE BOARD that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

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Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by THE BOARD that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, THE BOARD shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of THE BOARD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which THE BOARD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

14. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by THE BOARD. THE BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to THE BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to THE BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to THE BOARD.

The Contractor shall exert all reasonable effort to advise THE BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide THE BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. THE BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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15. **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

16. **DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of THE BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

17. **DUPLICATE PAYMENT**

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

18. **GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

19. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, THE BOARD, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury,

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sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or THE BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of THE BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, THE BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. THE BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by THE BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

22. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A.** Affirmative action, RCW 41.06.020 (1).
- B.** Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C.** Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D.** Discrimination-human rights commission, Chapter 49.60 RCW.
- E.** Ethics in public service, Chapter 42.52 RCW.
- F.** Housing assistance program, Chapter 43.185 RCW
- G.** Interlocal cooperation act, Chapter 39.34 RCW.
- H.** Noise control, Chapter 70.107 RCW.
- I.** Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J.** Open public meetings act, Chapter 42.30 RCW.

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- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

23. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

25. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with THE BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

27. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

28. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for THE BOARD's review upon request.

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29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

30. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or THE BOARD's name is mentioned, or language used from which the connection with the state of Washington's or THE BOARD's name may reasonably be inferred or implied, without the prior written consent of THE BOARD.

31. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, THE BOARD reserves the right to recapture funds in an amount to compensate THE BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by THE BOARD. In the alternative, THE BOARD may recapture such funds from payments due under this contract.

32. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by THE BOARD, personnel duly authorized by THE BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

33. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

34. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by THE BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

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35. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, THE BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of THE BOARD.

If THE BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, THE BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to THE BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to THE BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that THE BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

38. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

39. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

40. TERMINATION FOR CAUSE

In the event THE BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, THE BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, THE BOARD shall notify the Contractor in writing of the need to

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take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

THE BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by THE BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of THE BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

41. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract THE BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, THE BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

42. TERMINATION PROCEDURES

Upon termination of this contract, THE BOARD, in addition to any other rights provided in this contract, may require the Contractor to deliver to THE BOARD any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

THE BOARD shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by THE BOARD, and the amount agreed upon by the Contractor and THE BOARD for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by THE BOARD, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of THE BOARD. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. THE BOARD may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect THE BOARD against potential loss or liability.

The rights and remedies of THE BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated

GENERAL TERMS AND CONDITIONS

3. Assign to THE BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case THE BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to THE BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to THE BOARD;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which THE BOARD has or may acquire an interest.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of THE BOARD.

Scope of Work

COMMUNITY ECONOMIC REVITALIZATION BOARD

Contractor: City of Stevenson
Contract Number: S18-790A0-143
Project Title: Stevenson Snakebite Facility Study

The project's scope of work is comprised of the following activities (All activities will be completed no later than 2 years from contract execution):

- **Task 2: Data Analysis and Preliminary Meetings**
- **Task 3: Workshops and Alternatives Development**
- **Task 4: Coordination with Council, Funding and Regulatory Agencies**
- **Task 5: Preparation of Final Documents**
- **Attachment C: Planning Study Minimum Requirements**

Deliverables:

- Copy of the completed study funded under this agreement.
- Final Project Report. Report format to be provided by CERB.
- Progress Reports.

The Contractor shall make all plans and documents funded in whole or in part by this Contract available for the Board's review upon reasonable request.

The Contractor, by its signature below, certifies that the project's scope of work and performance measures set forth above have been reviewed and approved by the Contractor's governing body as of the date and year written below.

Signature

Leana Kinsley
Name

City Administrator
Title

Date

Budget

COMMUNITY ECONOMIC REVITALIZATION BOARD

A. CERB AWARD:

- **Grant Amount: \$50,000**

B. Budget

The budget shall consist of the following elements:

	CERB Award	Other Funds	Total
1. Feasibility Study	\$50,000	\$16,667	\$66,667
TOTAL	\$50,000	\$16,667	\$66,667

Special Budget Provisions:

A total amount of transfers of funds between line item budget categories in this Contract shall not exceed ten (10) percent of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a Contract amendment by the Contractor and CERB.

A sum of ten (10) percent of CERB funds shall be withheld until all activities and final products defined in Attachment "A" have been successfully completed by the Contractor and accepted fully by CERB.

Planning Study Minimum Requirements

COMMUNITY ECONOMIC REVITALIZATION BOARD

The planning study must contain the following **minimum requirements**:

- a. A product market analysis linked to economic development.
- b. A market strategy containing action elements linked to timelines.
- c. Identification of targeted industries.
- d. Identification of the group responsible for implementing the marketing strategy. Describe the group's capacity to complete the responsibility.
- e. The site's appropriateness by addressing, at minimum, appropriate zoning, affect to the state or local transportation system, environmental restrictions, cultural resource review, and the site's overall adequacy to support the anticipated development upon project completion.
- f. A location analysis of other adequately served vacant industrial land.
- g. Total funding for the public facilities improvements is secured or will be secured within a given time frame.
- h. An analysis of how the project will assist local economic diversification efforts.
- i. Indicate the specific issues that will be addressed.
- j. List one or more economic outcomes that you expect from the proposed CERB project.
- k. Describe the specific, quantifiable measures of the outcome(s) that will indicate success. Describe in measurable terms what you expect to be able to show as progress toward the outcome for each year before the whole outcome has been achieved.
- l. Describe what data you will collect to determine whether the outcome is being achieved.
- m. Describe the data collection procedure including when data will be collected, from whom and by whom.
- n. The estimated median hourly wage of the jobs created when development occurs.
- o. If the project is determined to be feasible, the following information must be provided within the final report:
 1. Total estimated jobs created (in FTEs).
 2. Describe benefits offered to employees.
 3. Describe the median hourly wage of the new jobs in relation to the median hourly county wage.
 4. The county three-year unemployment rate in relation to the state rate.
 5. County population change in the last five years.
 6. The estimated jobs created represent what percentage of the county's labor force.
 7. The estimated jobs created represent what percentage of the county's unemployed workers.
 8. Estimated new annual state and local revenue generated by the private business.
 9. Estimated private investment generated by project.

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF STEVENSON AND COLUMBIA CASCADE HOUSING CORPORATION**

This Agreement is made between the City of Stevenson (herein called the Local Government) and Columbia Cascade Housing Corporation (herein Called Subrecipient) for the Klickitat-Skamania Home Rehabilitation Program Phase 2 for Low- and Moderate-Income Homeowners project (herein called the Project).

As the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws regulations and polices; and

As the Local Government has applied for and received a CDBG award, contract number **18-62210-037** (CFDA 14.228), to fund the Project with Federal Award Identification Number B-18-DC-53-0001; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project;

The parties agree that:

I. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b)] and its CDBG contract with Commerce referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting low- and moderate-income persons. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

1. Assist Local Government in completing the first-tier environmental review and prepare environmental review record in compliance with NEPA requirements for CDBG.
2. Establish CDBG housing rehabilitation assistance program policies and procedures, incorporating CDBG income qualification and beneficiary reporting requirements.
3. Conduct outreach and market the rehabilitation assistance program.
4. Monitor program progress and compliance with applicable federal and state regulations.
5. Review and process applications for assistance and determine CDBG eligibility.
6. Assist Local Government in completing second-tier, site-specific environmental review for any improvement activities outside the original documentation.
7. Conduct housing inspection.
8. Develop scope of work and cost estimate.
9. Approve projects and process loan agreement documents with homeowners.
10. Establish financial management systems for tracking CDBG eligible housing rehabilitation costs, grant receipts, and program income.
11. Develop a revolving loan program for tracking and reusing program income earned from rehabilitation loans.
12. Monitor rehabilitation progress and receive homeowner acceptance of work as project progresses.
13. Once costs are approved, prepare and submit payment request and progress status report to Local Government.
14. Conduct final inspection and receive homeowner acceptance of completed work prior to final payment.

15. Submit CDBG Beneficiary Reports to Local Government within 30 days of each calendar quarter.

II. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets.

III. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Dave Peters
Columbia Cascade Housing Corp.
500 E. 2nd Street
The Dalles OR 97058
Phone: 541-296-3397 Ext. 18
Fax: 541-296-8570
E-mail: davep@columbiscascaehousingcorp.org

B. Local Government

Leana Kinley
City of Stevenson
7121 E. Loop Rd. PO Box 371
Stevenson, WA 98648-0371
Phone: 509-427-5970
Fax: 509-427-8202
E-mail: leana@ci.stevenson.wa.us

IV. BUDGET

The Local Government will pass through to the Subrecipient no more than \$400,000 in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget.

Project Budget Element	Budgeted Amount
General Administration	\$5,000
Rehabilitation Administration	\$80,000
Rehabilitation – Single-Unit Residential	\$315,000
Indirect Cost Rate: ____% Federally Approved Indirect Rate, or 10% de minimis rate, or fill out “N/A” declining to charge indirect	N/A

Indirect Cost Rate if the Subrecipient chooses to charge Indirect Costs, under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

“Modified Total Direct Costs (MTDC)” shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement’s Budget must first be determined by the Local Government as consistent with its CDBG contract with Commerce and then approved in writing by the Local Government and the Subrecipient.

V. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outline in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

VI. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments

whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Worker's Compensation

The Subrecipient will provide Worker's Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

1. The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.
 - a. Worker's Compensation – in compliance with State and Federal laws.
 - b. Comprehensive Automobile Liability -- \$1,000,000 combined single limit of liability for bodily injuries and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - c. Comprehensive General Liability -- \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - i. Premises and Operations; and
 - ii. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damages coverages.
2. The Local Government shall be named as an additional insured on all policies related to the project, excluding worker's compensation and professional liability.
3. The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which

shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material aspect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the Local Government or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333.
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The Local Government, Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to the contract for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will require a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with aspect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR

570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the Local Government is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objectives for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisitions or, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the local Government for CDBG-eligible activities as approved by the CDBG Program or (b) retained after compensating the Local Government.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2. Section 109 of the Housing and Community Development Act of 1974

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

3. Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. Seq.)

4. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

5. Public Law 101-335, Americans with Disabilities Act of 19909

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by person residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where is has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the

Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in the contract, such contractor will attach an explanation to this contract.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

F. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious, instruction, or proselytization.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

XII. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

CITY OF STEVENSON

COLUMBIA CASCADE HOUSING CORPORATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As to Form:

Approved As to Form:

Attorney

Attorney



**AGREEMENT FOR PROFESSIONAL SERVICES
City of Stevenson Development Engineering Services**

This Agreement is between the City of Stevenson, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "City of Stevenson Development Engineering Services".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2019.

Scope of Services

Subject to the terms of this Agreement, the Engineer shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$15,000 for completion of the work. A rate schedule is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt.

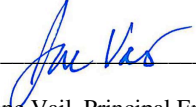
Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

Name: Wallis Engineering, PLLC
Address: 215 W. 4th Street, Suite 200, Vancouver, WA 98660
Federal Tax ID#: 91-1944973
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer:  Date: December 14, 2018
Name and Title: Jane Vail, Principal Engineer

City of Stevenson Signatures

Approved for City: _____ Date: _____
Name and Title: _____

TERMS AND CONDITIONS

1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge,

release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**EXHIBIT A
SCOPE OF WORK**

**City of Stevenson
Development Review Engineering Services
WE Job #STEV19DV**

Task 1 Pre-Application

The ENGINEER will review pre-application submittals, provide recommended comments to meet local standards, and attend pre-application conferences.

Task 2 Preliminary Review

Once a complete application is submitted the ENGINEER will review application submittals for conformance with the CITY's codes, master plans, Public Works Design and Construction Standards, and engineering and construction practices. The ENGINEER may obtain input from other agencies and coordinate as needed. Consolidating comments received from staff, the ENGINEER will identify conflicting engineering issues and prepare engineering summaries of the proposal, findings against the requirements of the code and standards, and provide recommended conditions of approval for Planning staff reports. The ENGINEER will also attend public hearings.

Task 3 Final Review

The ENGINEER will perform iterative final plat review and review as-built submissions from the developer's surveyor/engineer. The ENGINEER will also review engineering cost estimates for bonding requirements, assist with walk-through inspections, and provide recommendations for acceptance.

Task 4 Miscellaneous Services

In some instances, the ENGINEER may feel that further calculation or analysis of a particular developer's proposed improvement is merited/required. Such additional analysis/review could be conducted in-house by the ENGINEER or handled by a subconsultant if such expertise did not reside within the ENGINEER's staff. In either case, CITY approval will be required.

Task 5 Services as Requested

In some instances, the ENGINEER may provide additional services as requested in writing by the CITY in support of Development Review Engineering Services.

P:\City of Stevenson\Development Review\2019\Exhibit A Scope.doc



2019 RATE SCHEDULE

Rates are effective thru December 31, 2019

<u>Staff</u>	<u>Rate</u>
Senior Engineer	\$187
Engineer 1	\$171
Engineer 2	\$159
Engineer 3	\$136
Engineer 4	\$119
Engineer 5	\$102
Engineer 6	\$92
Project Manager / Senior Designer	\$131
Inspector	\$99
Technician 1	\$104
Technical Writer	\$95
Clerical 1	\$80

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



**AGREEMENT FOR PROFESSIONAL SERVICES
City of Stevenson General Engineering Services**

This Agreement is between the City of Stevenson, hereafter called "CITY", and Wallis Engineering, PLLC, hereafter called "ENGINEER", for the Project known as "City of Stevenson General Engineering Services".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2019.

Scope of Services

Subject to the terms of this Agreement, the ENGINEER shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$10,000 for completion of the work. A rate schedule is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt.

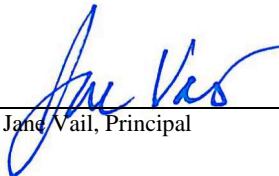
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Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer:  Date: December 14, 2018
Name and Title Jane Vail, Principal

City of Stevenson Signatures

Approved for City: _____ Date: _____
Name and Title _____

TERMS AND CONDITIONS

1. Authorization to Proceed

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2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

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Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge,

release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

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9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

EXHIBIT A – SCOPE OF WORK
CITY OF STEVENSON GENERAL ENGINEERING SERVICES
WE #STEV19GS

1.1 General Services. Certain matters requiring engineering services are a routine order of business for the Public Works Department (City) and occur on a regular basis; these include consultation and meeting with City officials and staff. The Engineer will be available to the City to provide such Engineering services, consultation and advice, and assist in the Engineering work of the City. The Engineer will provide such services upon written or verbal direction of an authorized representative of the City, and will confirm verbal requests from the City in writing.

1.2 Project Services

1.2.1 From time to time the City will undertake projects requiring study and report preparation, or design services and/or construction related services or some combination of such services. The Engineer will have the option to perform the Engineering and related services on all City projects within Engineer's area of professional competence and which Engineer can reasonably expect to accomplish in fulfillment of the City's needs in view of Engineer's other contractual obligations. Previous work for the City and for others establishes the areas of practice and professional competence of the Engineer.

Services provided under this section will be authorized by written Work Orders describing the project, scope of work, cost of services and schedule, and approved by the City. Authorization and approval will be by a representative of the City.

1.2.2 For such projects the City will negotiate with the Engineer to obtain services on a basis the City determines fair and reasonable. If the City is unable to negotiate a satisfactory agreement with the Engineer, the City may terminate said negotiations and select other firms with which to negotiate for services.

1.2.3 Negotiations shall be based upon criteria established by the City and if these criteria are revised during the course of negotiating with others, the Engineer will be afforded an opportunity to renegotiate based upon the revised criteria. The City will then select the proposal which the City finds best satisfies its criteria.

1.2.4 Because of the nature of this Agreement, it can reasonably be expected the Engineer may expend time and effort developing project criteria to the benefit of the City. The Engineer will be compensated under the terms of this Agreement for services rendered in developing these criteria if negotiations with the Engineer are terminated.

1.2.5 In performing services under this section, the Engineer will advise the City of the need or the City may independently determine a need to obtain services from others to provide the expertise to perform work outside the Engineer's usual area of practice. If authorized by the City, the Engineer will obtain services from others which shall be paid for by the City.



2019 RATE SCHEDULE

Rates are effective thru December 31, 2019

<u>Staff</u>	<u>Rate</u>
Senior Engineer	\$187
Engineer 1	\$171
Engineer 2	\$159
Engineer 3	\$136
Engineer 4	\$119
Engineer 5	\$102
Engineer 6	\$92
Project Manager / Senior Designer	\$131
Inspector	\$99
Technician 1	\$104
Technical Writer	\$95
Clerical 1	\$80

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

MINUTES
CITY OF STEVENSON COUNCIL MEETING
November 15, 2018
6:00 PM, City Hall

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

PRESENT: Councilmember Robert Muth, Councilmember Amy Weissfeld, Councilmember Paul Hendricks, Councilmember Jenny Taylor

2. CHANGES TO THE AGENDA: Anderson moved 14 Executive Session up to 7:00 pm. before reviewing old business.

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

a) **Minutes** of October 18, 2018 city council meeting and October 19 and 20, 2018 council retreat.

b) **Approve Resolution 2018-320 Declaring Unclaimed Property** - City Administrator Leana Kinley requested approval of Resolution 2018-320 declaring unclaimed property and authorizing the reissuance of checks to the appropriate payees.

c) **City Hall Closure Request** - City Administrator Leana Kinley presented a request from City staff to close City Hall and the Public Works department Monday December 24 prior to the December 25 holiday. Staff taking the day off would use vacation time, comp time or leave without pay.

d) **Water Adjustment** - The Stevenson Carson School District (Irrigation meter No. 205920) requested a water adjustment of \$874.02 for a leak that they have since repaired.

e) **Water Adjustment** - Glenn Kusta (meter No. 401100) requested a water adjustment of \$96.37 for a water leak which they have since repaired.

MOTION to approve consent agenda items made by Councilmember Muth, Seconded by Councilmember Weissfeld.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor

4. CITY COUNCIL INTERVIEWS:

a) Interview Council Applicants - Council reviewed and interviewed applicants for the open position #5. After the interviews, council deliberated in executive session. After coming out of the executive session, council voted on the candidates.

Council interviewed two applicants: Matthew Knudsen and Leslie Harris.

Knudsen shared intrigued by this work, as a facilitator to find middle ground and a path forward. He is interested in human development needs with a focus on homelessness, economic stability for residents and temporary shelter for homeless residents or passersby. He shared no conflicts and explained that he is still currently on the Planning Commission and would be willing to switch. He noted no experience with water but, as a Commissioner, is familiar with the need to get up to speed quickly.

Harris shared that she has been a part of the Stevenson community since the 1960s and grandparents were well involved at that time. Her husband previously owned a restaurant in town and she has most recently been employed as a Certified Nursing Assistant. She is interested in providing activities for teens and sees problems with drugs and homeless. She did not address action items but highlighted previous Parks and Rec programs that she would like to reconstitute. She noted strengths in listening skills as well as being a researcher and a quick study. She highlighted her people skills and problem-solving skills from years of work in restaurants. In a public setting, she noted that she can take disagreements in a professional manner.

The audience agreed to step out for Executive Session for 5 minutes. Executive Session opened at 6:19 p.m. and closed at 6:24 p.m.

MOTION to approve Matthew Knudsen to City Council position number 5 made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor

Council noted that Knudsen would finish out the remainder of the position to November 2019. They also invited Harris to pursue her interest in city involvement through the

Planning Commission position that will become open now with Knudsen moving to City Council.

Anderson swore Knudsen into the City Council following the vote.

5. PUBLIC COMMENTS: None

6. PUBLIC HEARINGS:

a) 6:15 - Shipping Container Moratorium - Community Development Director Ben Shumaker presented Resolution 2018-321 and Ordinance 2018-1127 for public comment and council consideration. Resolution 2018-321 is regarding the Findings of Fact to support Ordinance 2018-1127 extending the shipping container moratorium.

The Public Hearing opened at 6:30 p.m.

Shumaker suggested extending the moratorium for one year. He explained that the Planning Commission wants to look at this issue in a bigger context of the downtown plan. They have identified 13 tasks which justify the yearlong extension. This would only be a partial renewal as the Commission was not concerned with shipping containers in residential areas and wants to only focus on shipping containers in trade districts and the Rock Creek Drive corridor. This would lift the moratorium on residential as they deemed existing requirements sufficient and would still apply.

Public hearing closed at 6:34 p.m.

MOTION to approve Resolution 2018-321 made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

MOTION to approve ordinance 2018-1127 made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

b) 6:25 - Wastewater Moratorium - City Administrator Leana Kinley presented Resolution 2018-323 and Ordinance 2018-1128 for public comment and council

consideration. Resolution 2018-323 is regarding adoption of the Findings of Fact to support Ordinance 2018-1128 extending a wastewater moratorium on commercial sewer connections.

The Public Hearing opened at 6:35 p.m.

Kinley suggested a one-year extension on the moratorium with a robust plan in place.

Council discussed vacant buildings and whether they would consider new connections or not. The staff would need to discuss and see what could be put into place and they would have to be considered on a one to one basis. If the waste can be treated down to residential strength it could be allowed. City resident Bernard Versari confirmed that the moratorium does apply to commercial and industrial and does not apply to residential.

The Public Hearing closed at 6:37 p.m.

MOTION to approve Resolution 2018-323 made by Councilmember Weissfeld,
Seconded by Councilmember Muth.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

MOTION to approve Ordinance 2018-1128 made by Councilmember Weissfeld,
Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

c) 6:35 - Shoreline Management Program - Community Development Director Ben Shumaker presented the Shoreline Management Program for public comment. The Public Hearing opened at 6:39 p.m.

Shumaker noted that the SMP updates can move the document forward and considered current until 2021.

Council was interested in addressing any problematic issues in the document and Shumaker noted that most of the SMP is regulation and there can be problematic issues when we enforce regulation. He also noted that the restrictions in Stevenson compare to the state when looking at commercial and industrial. The city is pushing what the state requires of no net loss. Council asked about mitigation in and outside city limits

and Shumaker said it is allowed outside of city limits. The Port has reviewed the document and has been invited to meetings and included on emails as part of the Shoreline Advisory Committee.

The Department of Ecology (DOE) has asked that the more formal public hearings keep comments brief and specific to section and page. Shumaker will need to respond to all comments formally.

The Public Hearing closed at 6:46 p.m.

A vote is not needed at this time. The written comment period will be open until December. Comments will be summarized and will be provided a recommended response. Now that the Public Hearing has been held, this could come back up for adoption at the December Council meeting or January if additional comments come in after the December Planning Commission meeting.

d) 6:45 - 2019 Proposed Property Tax Levy Hearing - City Administrator Leana Kinley presented Resolution 2018-324 and Ordinance 2018-1129 for public comment and council consideration.

The Public Hearing was opened at 6:49 p.m.

Council discussed additional ramifications in the grant funding outside of the dollar amount. Kinley noted that the USDA funding application is very robust and has strict requirements to show that enough revenue is being recouped to ensure enough funds are necessary to maintain the city.

The Public Hearing was closed at 6:52 p.m.

MOTION to approve Resolution 2018-324 made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

Voting Nay: Councilmember Weissfeld

MOTION to approve Ordinance 2018-1129 made by Councilmember Hendricks, Seconded by Councilmember Muth.

Voting Yea: Councilmember Muth, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

Voting Nay: Councilmember Weissfeld

e) 6:55 - Final Public Hearing on 2019 Proposed Budget - City Administrator Leana Kinley answered questions regarding the 2019 proposed budget. The Tourism Fund budget proposal has been updated based on the committee recommendation to council.

The Public Hearing was opened at 6:55 p.m.

Kinley addressed that the only changes made are to the Tourism Advisory Fund. The Port has some funding that will roll over to next year. The 2018 and 2019 budget amendments are still to come but most will remain the same as discussed at the last meeting. The city is still on track for what was projected for the sewer plan but, because of combined fund, the challenge is the funding for it until the amendment in 2019. There may be other financing opens for Kinley to consider but, as for the current standing of the budget, those are the current downfalls currently proposed.

The Public Hearing was closed at 6:59 p.m.

Council considered the proposed equipment schedule and suggested less spending in that area. Hansen noted that the schedule is based on current practice of replacing equipment every 10 years because staff then doesn't have to work on vehicles and the city can get money out of it when it is surplussed. Council noted bad timing even though its in accordance. Council decided to leave it in the budget and review at the amendment periods.

7. OLD BUSINESS:

a) Approve Contract for Geotech Needs Assessment - City Administrator Leana Kinley requested council approval of the proposal by GN Northern, Inc. for Geotechnical Engineering Services in the amount not to exceed \$6,800.

MOTION to approve the contract made by Councilmember Hendricks, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor

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

Hansen noted that the city hired a new wastewater operator. He is not currently certified and he has 18 months to get level 1 certifications for water and wastewater and 6 months to get his CDL.

Hansen also addressed sampling discrepancies between Jacob's lab and the lab the city was using. The city extended the sampling and independent labs continued to come in lower than Jacob's. Hansen continuing to dig and uncover discrepancy.

Hansen noted that the process of installing a data logger for in-flows will help with the design of total upgrades.

Carl Jones, a DOE employee specializing in plant operations was invited to come down and meet with city staff to discuss or plant and its operation. The group found it very informative. DOE has offered to come back and discuss more on specific issues.

Hansen also noted that he is looking into couriers to travel samples from Stevenson to Vancouver.

Kinley added an update to the CERB feasibility study. Tetra Tech and Brewery Wastewater Design will be out and would like to meet with industry users and city staff next week. Council agreed on next Monday at 6 p.m. Kinley also noted that workshops will follow for December 3rd, possibly all day, and January 3rd for half a day. There will also be a special council meeting the week of January 7th and Council agreed Thursday the 10th at 6 p.m. The final public hearing will be held on the 17th.

8. NEW BUSINESS:

a) Tourism Funding Awards - City Administrator Leana Kinley presented the Tourism Advisory Committee's 2019 funding recommendations for Council consideration.

Council discussed the reseeding project and the cost. Midway reseeding is contingent upon a certain number of years of watering. The Fair Board discussed reseeding and also re-installation of irrigation. Council requested invoices. Council also noted excitement with the park plaza project moving forward. Kinley added the funding for that project will also be contingent upon Council approval of design.

Kinley to come back to Council with contracts. Council consensus was to move forward with items as presented.

b) Discuss Strategic Retreat Goals - City Administrator Leana Kinley presented an updated version of the goals from the strategic retreat. Staff worked together to make the goals Specific, Measurable, Attainable, Realistic and Time-bound where possible.

Council did not address any changes or concerns at this time. Anderson noted item number 9 and will address this with a list of agencies to invite in early 2019. Anderson also noted it was really great to get consensus on goals and move forward with focused areas.

c) Discuss Energy Services Proposal - City Administrator Leana Kinley presented information regarding the investment grade audit and project proposals for upgrading the lighting at City Hall and installing radio read "smart" meters for council review and discussion.

Kinley noted that the smart meters on the information attached are the \$100 cheaper meters that are drive-by readers, not able to read from City Hall, and as software is updated, they would be able to update. The AMI ready meter allows for additional capability with additional funding. The staff noted that it would be a viable project at a 15-year loan and AMI ready would be additional. The staff considered meter costs and software costs and noted the AMI ready would be the best technology at the lowest cost. The staff asked Council for further direction.

Council discussed home monitoring and Kinley noted that AMI ready could possibly be available to homeowners by logging in and seeing their data. Anderson noted that he prefers the AMI ready. Council confirmed that the city is looking at 800 water meters. Council noted that the meter plus plan, with AMI readers drive by ready. Council discussed staffing needs to implement and whether costs include installation with additional time to learn the new software. The software can be read by tablet and smartphone, which will be user friendly for all staff. The additional labor savings would be absorbed by staff spending time on additional maintenance. The plan also includes GPS'ing all meters. Council asked about the meter company and if this company is what will work best for Stevenson for years to come. Kinley noted that she looked at various systems and highlighted the sonic technology, which can measure lower flow, and staff

recommends this company is the best. Council discussed whether this was the right time for this project and what the costs increase will look like for residents.

Council reached consensus on AMR plus and although water costs may go up for residents the new software will allow for them to self-monitor more often.

Project Engineer Lisa Steel noted that they can be flexible on the timelines outlined. She also noted that this project is a benefit for the city and many cities have AMR for the time saving capabilities and the increase in accuracy.

This also includes upgrading the lighting in City Hall to LED which would be an increase in cost for installation but a decrease in payment over time. Kinley to get more information for next meeting.

d) Approve Letter of Intent to Withdraw - City Administrator Leana Kinley presented a memo and information regarding changing liability insurance coverage from CIAW to AWC RMSA for council consideration.

Kinley to get quotes from WCIA as well.

MOTION to approve Letter of Intent to Withdraw made by Councilmember Weissfeld, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

e) Broadcasting License Request - Janet Campbell and Jon Bennett requested the City of Stevenson apply for a Low Power FM Broadcasting license to create a local Stevenson radio station with a broadcast radius of 5.6 kilometers. Additional information was presented to council.

Hendricks noted that this station would be not for profit. Campbell and Bennett would need some additional equipment to do live broadcast, from the local football games for instance, but have all they need to get started in house. They also have the ability to broadcast on a generator in the event of a power outage.

Shumaker noted that the city would be the applicant for a license, which is why it had to come to Council for city approval. Kinley noted interested in looking into what they would be broadcasting and what or how the city could be liable as the applicant. City

Attorney Woodrich noted that the policies will need to be adopted. Council shared interest but noted that they have enough projects right now and this is not a top priority. Kinley noted more detailed information would be needed as well as amount of staff time needed. Request is currently on hold.

f) Food Bank Donation Request - Patti Nichols, Stevenson Food Bank Coordinator, requested council increase the annual city donation amount from \$6,000 to \$10,000. Information regarding the need for the increase was presented to council.

Council questioned whether the city has the money for this request at this time. Kinley noted that the increase can be absorbed in the budget, especially with the insurance change. No contract is needed. Council reached consensus to adopt the increase.

g) Approve CDBG General Purpose Grant Contract - City Administrator Leana Kinley requested approval of the contract with the Department of Commerce for the Housing Rehabilitation with Columbia Cascade Housing Corporation project.

Council asked about zero interest loans and not grants. Kinley noted that it's a rehabilitation loan, which would require a contractor.

MOTION to approve contract made by Councilmember Hendricks, Seconded by Councilmember Taylor.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

9. INFORMATION ITEMS:

a) Financial Report - City Administrator Leana Kinley presented the Financial Report for October, 2018.

b) Municipal Court Cases Filed - A summary of Stevenson Municipal Court cases recently filed was presented for Council's review.

c) Sheriff's Report - A copy of the Skamania County Sheriff's report for October, 2018 was presented for council review.

d) Chamber of Commerce Activities - The report presented described some of the activities conducted by Skamania County Chamber of Commerce in October, 2018.

e) Fire Department Report - A summary of recent fire department activities was presented for Council's review.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Eric Hansen, Public Works Director

One hundred percent of the city street lights are now LED and will be submit for LED rates through the PUD.

The Russell Avenue project is progressing. Construction will be starting mid-July but with federal funding we have a construction window and won't allow paving after a certain time. Council shared interested in construction being at a different time to not disrupt peak season for local businesses. Shumaker suggests delaying the project. Hansen noted that the right-of-way acquisition could be a hurdle and would require delaying and delaying could also mean additional matching grant funds. Hansen recommended staying on the timeline schedule with continued conversations about possible delay. Council asked for any and all mitigation for negative outcomes to the city.

b) Ben Shumaker, Community Development Director

Currently developing goals and potential projects for next year, such as affordable housing and a potential industrial site next to the transfer station. The CERB grant deadline is April.

The downtown plan is moving forward and consultation services will be moving forward soon.

c) Leana Kinley, City Administrator

Recently received phone calls on piece of property with some sites on city water and some on a well. The property owners want to divide the property and want to know if water connection would be transferable to a single residence. Kinley recommended no because it would be an increase water use and a update water meter. Kinley also recommended they annex in if they were interested. There was no objection from council.

Kinley had a discussion with the sheriff regarding building security and it was suggested to obtain a metal bat, add blinds to all windows and complete an active shooter scenario training with building staff. The staff is also considering panic buttons.

The city's Deputy Clerk/Treasurer II position has been posted on the city website. The current employee will stay on until mid-February.

The fire hydrants are currently being GIS'ed, including water pressure and additional information.

The command vehicle has been ordered and should be delivered in 3-4 months. The images of the new fire hall project have also been included in the packet.

Kinley also noted the fairgrounds lift station easement, which will allow the city to apply to an EDA grant.

Skamania County is having a planning committee look at possible hospital sites or a small emergency room facility in the county. City staff plans on attending.

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

a) October 2018 payroll & November 2018 A/P checks have been audited and are presented for approval. October payroll checks 12916 thru 12931 total \$91,548.03 which includes eleven direct deposits, one EFTPS and three ACH payments. A/P Checks 12846 thru 12915 total \$266,459.42 which includes three ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting.

There were no investments for October.

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

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

12. MAYOR AND COUNCIL REPORTS:

Councilmember Taylor shared that she recently walked through Ryan's Juice in Hood River to see their pretreatment process.

13. ISSUES FOR THE NEXT MEETING: None

14. EXECUTIVE SESSION - City Council convened in Executive Session under RCW 42.30.110.1(b) to consider the selection of a site or the acquisition of real estate at 7:05pm for 15 minutes. At 7:20 Council extended the session an additional 10 minutes.

15. RETURN TO REGULAR SESSION - Mayor Anderson reconvened the regular Council meeting at 7:30pm and called it order.

16. CITY COUNCIL ACTION - City Council directed staff to proceed as discussed.

17. ADJOURNMENT - Councilmember Muth moved to adjourn and Mayor adjourned the meeting at 8:55 p.m.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Claire Baylor

MINUTES
CITY OF STEVENSON
SPECIAL COUNCIL WORKSHOP
November 19, 2018
6:00 p.m., City Hall

1. **CALL TO ORDER:** Mayor Anderson called the meeting to order at 6:00 pm and conducted roll call.
PRESENT: Councilmember Robert Muth, Councilmember Matthew Knudsen
2. **CERB Alternatives Analysis Project:** Overview of scope and discussion.
3. **Pretreatment Discussion:** What other cities/utilities/beverage producers typically do on pretreatment – Presented by John Mercer, Brewery Wastewater Design (Tetra Tech team).
4. **Data Review and Discussion:** Data comparison from prior testing was provided as a handout and discussed.

More detailed notes are included in the attached document from Tetra Tech.

3. **ADJOURNMENT** – Mayor Anderson adjourned the meeting at 7:52 pm.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Leana Kinley

Date of Meeting: December 3, 2018

Meeting Topic: City of Stevenson Additional Wastewater Alternatives Analysis Workshop 1

In Attendance: Cyndy Bratz (Tetra Tech), Hunter Bennett-Daggett (Tetra Tech), Matt Huxley (Tetra Tech), Bruce Nissen (LDB Beverage Company), Ian Lofberg (City of Stevenson), Tabatha Wiggins (Walking Man Brewing), James Landers (Walking Man), Leanna Kinley (City of Stevenson), Ken Daugherty (Skamania Lodge), Ben Shumaker (City of Stevenson), Steve Waters (Backwoods Brewing), Amy Weissfeld (City of Stevenson), Scott Donoho (Skunk Brothers), Pat Albaugh (Port of Skamania)
On Phone: John Mercer (Brewery Wastewater Design), Jim Santroch (Tetra Tech), Troy Vassos (Integrated Sustainability Consultants)

Prepared by: Cyndy Bratz (Tetra Tech)

Project: Additional Wastewater Alternatives Analysis **Project Number:** 200-48600-19001

These minutes summarize items discussed and issues resolved at the subject meeting to the best of the recorder's recollection. Recipients with different recollections or understandings of the meeting are asked to contact the recorder as soon as possible so that corrections can be made.

SESSION 1

Hunter opened the workshop and summarized efforts to date, schedule, and overview of the workshop alternatives. He distributed the assessment table and explained the scoring methodology. Cyndy explained the list of alternatives under consideration at this workshop (A-1 through C-2).

Alternative C-1 is "Use on-site BMPs at SIUs + install primary filtration and increased solids handling capacity at WWTP". Bruce asked about the primary filter role and Hunter explained it is for load reduction at the existing City of Stevenson Wastewater Treatment Plant (WWTP).

Industry Best Management Practices and Costs

Hunter stressed the impact of the best management practices (BMPs) implemented at Walking Man Brewing.

John stressed the importance of flow equalization to maintain a consistent biological load to the WWTP and clarified the definition of side-streaming (i.e. - removing discharge to the public sewer).

James explained the BMPs implemented at Walking Man. These include screening for solids and sending the trub to a dairy farm. The trub is high in protein and has high value to the dairy farm.

Steve said that Backwoods Brewing side-streamed cold yeast but not the hot side during the second phase of the 2018 testing. He questioned the effectiveness of BMPs at their facility (they are not currently sidestreaming). James acknowledged Walking Man's success may not necessarily be replicated elsewhere. They generate half of the solids that Backwoods Brewing does, but it depends on the beer.

John stressed that BMPs are almost always more cost-effective than treatment, often by orders of magnitude but stated that hauling was often the most expensive part.

Bruce stated that he had been quoted \$0.41 per gallon to haul liquid waste, which he considers prohibitively expensive. They have been collecting high-strength waste in totes and then metering to sewer in the off-hours to avoid shock loading the WWTP. John described Mount Hood Brewing as an example and they are paying \$0.10 per gallon to haul, albeit to an unknown destination.

Tabatha questioned if there were other Significant Industrial Users (SIUs) on the system that might account for the high BOD at the WWTP, such as the school, grocery stores, and restaurants. Hunter explained that samples were taken at a manhole near these sources and recorded a BOD concentration of 600 milligrams per liter (mg/L), which is below the Washington Department of Ecology's definition of high-strength wastewater.

Steve questioned if the sewer billing included a unit cost of treatment. Leanna clarified that sewer bills are based on water usage of approximately 2.5 cents per cubic foot (CF).

Bruce described BMPs implemented at LDB. He explained that operators received training to balance flows between zones and prevent overflowing to the drain. He estimates they have prevented 10,000 to 12,000 gallons per day in overflows to the sewer.

Satellite Treatment Alternatives Overview

Cyndy gave an overview of the satellite treatment alternatives. Troy provided an in-depth description of the three main technologies for satellite treatment: traditional activated sludge, membrane biological reactor (MBR), and moving bed biological reactor (MBBR). MBR and MBBR plants can achieve a higher quality effluent in a more compact space compared to activated sludge. MBBR plants do not produce as high a quality of effluent compared to MBR but are easier to maintain, operate, and remove solids. They also are more flexible, as treatment capacity can be increased in smaller increments. Troy stressed that it is better to treat solids anaerobically and do as much as possible with side-streaming.

Cyndy expressed that satellite treatment with these technologies would be expensive. Troy reiterated this point and stated that an oxidation ditch is the cheapest form of treatment, and the goal of satellite treatment should be to reduce shock loads to the WWTP.

Cyndy described two example MBR technologies: Cloacina and MicroBLOX. Tabatha expressed concerns with the cost, as did Amy who expected satellite treatment to be less expensive. Troy reiterated that the goal of the satellite treatment should be equalization and reducing shock loads to the WWTP, which should have lower cost than MBR or MBBR. Both Bruce and Cyndy stressed the importance of BMPs to reduce treatment costs.

Overall System Improvement Approaches

Ben requested a clarification of terminology for satellite treatment and pre-treatment as it applies to the alternatives analysis. Hunter explained that a satellite treatment plant would not discharge to the sewer, but to a separate outfall or to a beneficial reuse. Wastewater would have to be treated to a high effluent quality (Class A) if reused on a golf course, for landscape irrigation or in a botanical garden. Pre-treatment would discharge to the sewer and only provide enough treatment to reduce shock loading at the WWTP plant such as equalization and reducing BOD and pH at the source.

Steve questioned the cost difference between side-streaming and increased sewer rates to treat.

Ben stated that future residential growth would be focused on the west side of town.

Tabatha asked if it would be more cost-effective overall to make improvements at the WWTP instead of constructing satellite treatment and would prefer to see savings at the WWTP. Hunter answered yes but

improvements would still be needed at the plant such as adding redundancy. Also, timing is important to meet the Ecology schedule and lift moratorium on development.

Amy asked if the goal of the WWTP was to provide capacity for the next 20-years and Eric said yes.

Amy asked if it would make more sense to construct a pre-treatment plant for the entire east side of the City. Cyndy and Hunter stressed that this would not be cost-effective due to the high overall volume and low strength of the wastewater. Capturing high-strength wastewater at the source (i.e. at the Port) would be much more efficient in terms of BOD reduced per gallon treated.

Botanical Garden Beneficial Reuse

Cyndy introduced the botanical garden beneficial reuse concept. Troy gave an overview of two commercial systems including Solar Aquatics and Organica. These have a high appeal from a public perspective and he described Sechelt, BC as an example. Property owners in Sechelt believed a botanical garden increased their home values. It was stressed that in order to use wastewater for a botanical garden it would have to be treated to a very high standard (Class A) and would be implemented in conjunction with a satellite treatment plant.

Cyndy asked if Skamania Lodge would have any interest in constructing a botanical garden in conjunction with satellite treatment. Ken stated that they could not see the benefit to the Lodge and they would not be interested. Nor would they be interested in reclaimed water for irrigation, given that they have no plans to expand the golf course.

Bruce expressed concern with the cost of a botanical garden in addition to necessary satellite treatment. Tabatha said it could make sense if it were grant-funded. Ben also stated the potential benefit to the City for increased tourist revenue and offsetting water usage.

SESSION 2

WWTP Improvements

The session after a break started with an overview of WWTP improvements included in the alternatives analysis:

Cyndy gave an overview of Primary Filtration and noted that it is effective at reducing particulate BOD load to secondary treatment. She gave Caldwell, Idaho as an example where it was evaluated, but not implemented. Depending on the location, the primary filter can remove a significant amount of organic material upstream of the secondary process, which can potentially reduce the size requirements for secondary treatment but increase the size requirements for solids digestion and handling. She stressed that it is not effective at removing soluble BOD and did not get good removal results during pilot testing at The Dalles (approximately 5- to 8-percent removal through the primary filters tested).

She introduced the BioforceTech composting dryer as an example of advanced solids handling technology that produces Class A biosolids and utilizes heat recovery to drive most of the process. The feed solids to the composting dryer must be dewatered. Leanna asked if the drier could accept food waste. Hunter stated that it could but some additional processing (i.e. grinding) is probably required.

Ken said they are looking at installing a food dryer for composting. Jim is familiar with a company called Impact Bioenergy that manufactures small food waste-to-energy equipment. It was asked if this unit can handle municipal sewage waste and Jim believed it can.

Cyndy gave an overview of the Selector Basin alternative in conjunction with BMPs. Ecology is strongly in favor of adding a selector basin at the WWTP since they expect it to increase solids settleability. This is a Phase 1 project in the Stevenson Facilities Plan which could be advanced as Phase 1a (as a small project that would be fairly quick to implement). Jim stated that Ecology might acknowledge a 33-percent increase in WWTP influent BOD loading (equivalent to 200 ppd) with the addition of a Selector Basin. Cyndy questioned whether a new headworks and other upgrades may be necessary with the Selector Basin. Hunter stated that adding a Selector Basin in conjunction with BMPs might be enough to raise the moratorium on development.

Eric asked if a Selector Basin would increase capacity by 50-percent, given that the WWTP is known to have a higher capacity than rated. Jim said it possibly could, but Ecology would require modeling and testing. Initial rating might be 700 ppd and could increase to 800 ppd with successful testing. The maximum BOD rating is limited to 800 ppd unless aeration capacity is increased. New staff at Ecology may be more in favor of re-rating.

Assessment of Alternatives

Hunter presented the Assessment Table and described each alternative and the evaluation criteria.

Steve questioned the cost-effectiveness of BMPs with Alternative A-3 and wanted to consider pre-treatment without BMPs. He felt that it would be better to own assets (i.e. pre-treatment facility) than pay fees.

Cyndy stressed the risk to the City of constructing a pre-treatment facility specifically for SIUs that may relocate in the near term. If this were to occur, Steve proposed piping other areas of the City to the plant. Hunter and Cyndy pointed out the cost of this would be prohibitive.

Tabatha proposed eliminating all of the satellite treatment options (B-1, B-2, B-3) given their apparent cost and lack of perceived benefit. This was agreed to by all.

Bruce questioned the overall cost to the community of the WWTP improvements with pre-treatment. Cyndy reiterated that it would be necessary to upgrade the plant regardless to meet Ecology requirements. Jim reiterated this as the WWTP is at capacity even without the SIUs. However, implementing BMPs could move the timeline for improvements to the WWTP out by as much as 5 years.

Tabatha and Bruce expressed concern that they do not want to pay for improvements required for the whole City. Steve reiterated that BMPs will be expensive.

Ken questioned the cost of required WWTP improvements with and without the Port contribution. Hunter stated that without the Port the BOD load would fall within the current plant rating. Cyndy stressed that many improvements would still be required, such as adding redundancy and replacing 30- to 50-year-old equipment.

Cyndy asked Eric if there had been any progress on setting up a primary filter pilot test at the WWTP. Eric said there had not been as it would be expensive and require pumping from the filter to the oxidation ditch. Hunter stressed that it might not help reduce brewery BOD as it is mostly soluble and quoted the poor results of The Dalles pilot project as an example. Eric believes it may still be worthwhile in conjunction with anaerobic digestion as it will offset solids hauling costs. He will pursue the pilot study further.

Bruce felt the need to understand the cost, timeline, and benefits of each of the options. He specifically wanted to know the cost per pound of BOD removed for each option.

Pat questioned the cost of the packaged treatment plants. It was pointed out that their unit cost (cost per gallon) is usually higher than costs for municipal treatment but that they can be sized for current flows, as opposed to a public WWTP, which has to take into account future flow projections. The stakeholders agreed that the pretreatment facility would be sized for current flows plus the 5-year growth projections provided by each SIU.

Pat pointed out three locations on Port-owned property where a satellite plant could be installed: in front of the Port building, directly across the street by the railroad tracks, and at the north end of Cascade Avenue.

Next Steps

By removing the three B options, no scoring was necessary to reduce the total list to four alternatives (A-1, A-2, C-1, C-2). Tetra Tech will develop detailed information for each alternative, to present at Workshop #2 in January. It was agreed that Tetra Tech would score the alternatives prior to Workshop #2 to provide a starting point for discussion.

In order to guide the scoring, the criteria were discussed and modified. “Education and Conservation” was removed and “Impact on Project Phasing” was added. Each stakeholder voted on a preferred weight for each option, and the average weights were calculated and discussed. Although the group collectively scored “Implementation Speed” lower, Amy stated that the City Council would likely assign a higher priority to this category, so it was increased to 4.0.

**MINUTES
CITY OF STEVENSON
SPECIAL COUNCIL MEETING
December 6, 2018
6:00 p.m., City Hall**

1. **CALL TO ORDER:** Mayor Pro Tempore Robert Muth called the meeting to order at 6:00 pm and conduct roll call.

PRESENT: Councilmember Amy Weissfeld, Councilmember Jenny Taylor, Councilmember Matthew Knudsen

2. **Approve Ordinance 2018-1130 Adopting a Moratorium on New Single-Family Residence Construction within the City’s Commercial Zone.** Staff presented Ordinance 2018-1130 to council and discussed a modification to the ordinance initially presented. The goal of reviewing the zoning ordinance to make Single-Family residences a conditional use was outlined in the 2013 Comprehensive Plan and the city is beginning the review process with the 2019 downtown design and parking study. The property owners Thomas McCloskey and Elise Skora were present and discussed their frustration with the process. Council apologized to the owners and were hopeful that this moratorium would be lifted sooner than six months and not overly delay their plans.

MOTION to approve Ordinance 2018-1130 with the addition of the following language to the end of section 1: “As the term is used herein, “single-family residence” shall mean: A. ‘Single-family detached dwelling’ as described in SMC table 17.13.010-1: Residence or Accommodation Uses, and B. Any construction of a mixed-use nature involving fewer than 2 dwelling units on a single lot.” made by Councilmember Weissfeld, Seconded by Councilmember Knudsen.

Voting Yea: Councilmember Weissfeld, Councilmember Taylor, Councilmember Knudsen

3. **ADJOURNMENT** – The meeting was adjourned at 6:27pm.

_____ approved; _____ approved with revisions

Scott Anderson, Mayor

Date

Minutes by Leana Kinley

**CITY OF STEVENSON, WASHINGTON
ORDINANCE NO. 2018-1132**

**AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF STEVENSON,
WASHINGTON, FOR FISCAL YEAR 2018**

Whereas, City Council of the City of Stevenson has reviewed its original 2018 budget and changes in its revenue sources and expenditure requests and has determined that changes to the 2018 budget are appropriate; and

Whereas, the proposed budget amendments do not exceed the lawful limit of taxation allowed by the law to be levied on the property within the City of Stevenson for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being necessary to carry on the government of the City of Stevenson for the fiscal year and being sufficient to meet the various needs of the City during the fiscal year.

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

Section 1. The budget for the City of Stevenson, Washington for the year 2018 as amended is hereby adopted in its final form and content.

Section 2. Estimated resources, including cash balances for each separate fund of the City of Stevenson, for all such funds combined for the year 2018 are set forth in summary below and are hereby appropriated for expenditure at the fund level during the year 2018 as set forth in the 2018 Fiscal Year Budget as attached Exhibit A:

THIS ORDINANCE SHALL TAKE EFFECT and be in force five (5) days after its publication according to law.

PASSED BY THE CITY COUNCIL this 20th day of December, 2018

Scott Anderson, Mayor

APPROVED AS TO FORM:

ATTEST:

Kenneth B. Woodrich, PC
City Attorney

Leana Kinley, City Clerk

Exhibit "A"

Ordinance 2018-1132 Exhibit A									
2018 Budget Amendment #2									
Estimated Revenues and Budgeted Appropriations by Fund									
		Budgeted Resources				Budgeted Appropriations			
Fund		Estimated		Transfers	Total			Estimated	
No.	Name	Beginning	Estimated	In	Budgeted	Budgeted	Transfers	Ending	Total
		Cash	Revenues		Resources	Expenditures	Out	Cash	Appropriations
001	General Fund	1,442,106	980,175	-	2,422,281	1,213,077	97,490	1,111,714	2,422,281
100	Street Fund	142,413	442,913	-	585,326	406,797	53,759	124,770	585,326
103	Tourism Promotion	529,000	417,000	-	946,000	680,099	-	265,901	946,000
300	Capital Improvements Fund	70,602	20,000	-	90,602	-	-	90,602	90,602
301	Timber Harvest	1,052,035	1,603,025	-	2,655,060	741,814	-	1,913,246	2,655,060
303	Joint Emergency Facilities	-	-	97,490	97,490	97,490	-	-	97,490
306	Kanaka Creek Road	(71,435)	129,633	4,584	62,782	62,782	-	-	62,782
308	Gropper Road Sidewalk	(20,498)	6,890	24,175	10,567	10,567	-	-	10,567
309	Russell Avenue	-	123,000	25,000	148,000	148,000	-	-	148,000
340	Wastewater System Improv.	-	110,000	16,667	126,667	124,737	-	1,930	126,667
400	Water / Sewer Fund	391,789	1,223,415	-	1,615,204	1,360,402	16,667	238,135	1,615,204
500	Equipment Service Fund	67,484	120,500	-	187,984	149,176	-	38,808	187,984
		3,603,496	5,176,551	167,916	8,947,963	4,994,941	167,916	3,785,106	8,947,963
		Budgeted Resources				Budgeted Appropriations			
Fund		Estimated		Transfers	Total			Estimated	Total
No.	Name	Beginning	Estimated	In	Budgeted	Budgeted	Transfers	Ending	Appropriations
		Cash	Revenues		Resources	Expenditures	Out	Cash	
001	General Fund	1,442,106	980,175	-	2,422,281	1,213,077	97,490	1,111,714	2,422,281
100	Street Fund	142,413	442,913	-	585,326	406,797	53,759	124,770	585,326
103	Tourism Promotion	529,000	417,000	-	946,000	680,099	-	265,901	946,000
300	Capital Improvements Fund	70,602	20,000	-	90,602	-	-	90,602	90,602
301	Timber Harvest	1,052,035	1,603,025	-	2,655,060	741,814	-	1,913,246	2,655,060
303	Joint Emergency Facilities	-	-	97,490	97,490	97,490	-	-	97,490
306	Kanaka Creek Road	(71,435)	129,633	4,584	62,782	62,782	-	-	62,782
308	Gropper Road Sidewalk	(20,498)	6,890	24,175	10,567	10,567	-	-	10,567
309	Russell Avenue	-	123,000	25,000	148,000	148,000	-	-	148,000
400	Water / Sewer Fund	391,789	1,223,415	-	1,615,204	1,360,402	16,667	238,135	1,615,204
410	Wastewater System Improv.	-	110,000	16,667	126,667	124,737	-	1,930	126,667
500	Equipment Service Fund	67,484	120,500	-	187,984	149,176	-	38,808	187,984
		3,603,496	5,176,551	167,916	8,947,963	4,994,941	167,916	3,785,106	8,947,963

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



FW: radio

Janet Campbell <jmccampb@hotmail.com>
To: Leana Kinley <leana@ci.stevenson.wa.us>
Cc: Ben Shumaker <ben@ci.stevenson.wa.us>, Jon B <keysoftheshop@hotmail.com>

Wed, Dec 5, 2018 at 1:45 PM

Hi!
Thanks for your response!

For this type of broadcasting license only public entities and nonprofits can apply. Individuals cannot.

Content wise, we are developing a list of volunteers to produce original content. Ideas include doing focus stories on local businesses; poetry readings/slam poetry; announcing upcoming events; announcing things people wish to sell. Other ideas include covering school sports games; live local band broadcasts and educational shows (like science, civics etc.) The bulk of air time will be non-royalty (public domain) music. We hope to develop predictable hours when local content can be broadcast. In short, any local who would like to produce a show can. FCC regulations apply to all content.

Currently, the radio board is myself, Jon Bennett and Paul Hendricks (representing the city). We imagine, however, this will be expanded if the station gets up and running. We will be doing all the "work" per se. Jon Bennett already has all the equipment. For this limited broadcast range, no tower is required, just an antennae, which he has. We don't anticipate that any time for city personnel will be required. (Unless of course the city would *like* to produce content.)

The process looks like this:

- 1) Ask the City Council for permission to apply.
- 2) Janet applies for the license when the window opens. (These licenses are granted several times a year).
- 3) Volunteers produce some original content.
- 4) Public-domain music lists are produced. (We already have a significant number.)
- 5) Radio board organizes volunteer broadcast schedule. (We already have an initial list).
- 6) We go live.

The city is only really involved in step 1. Paul Hendricks is there in case any concerns may arise.

We feel it will be a great community asset, and fun!

Would you like me to write this formally? Or will this e-mail do?

Thanks,

Janet

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

Sent: Friday, November 16, 2018 6:57 PM

To: Janet Campbell



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker
DATE: December 20th, 2018
SUBJECT: Shoreline Management Program—Council Approval Draft

Introduction

This memo forwards the Planning Commission-recommended draft Shoreline Master Program to the City Council along with additional comments submitted to the City after the Planning Commission recommendation but within the written comment period. The City Council may adoption Resolution 2018-0322 at this meeting to conclude this stage of the Shoreline Master Program comprehensive update and periodic review.

Action on this item could involve a motion to “...**approve Resolution 2018-0322 subject to the incorporation of all changes discussed tonight and development of clean, final documents for attachment thereto.**”

Changes Recommended During Written Comment Period

Acknowledgements Page

Pages iii Port Manager Pat Albaugh request to be removed from the acknowledgements section.

Chapter 2 – Administrative Provisions

Page 8 Adds parentheses to correct typos.

Page 9 Adds clarity to the Minor Project Authorization process by the moving submittal requirements from Page 12 and separating them into separate bullet points.

Page 12 Moves submittal requirements for Minor Project Authorizations to Page 9.

Chapter 4 – General Provisions for All Shoreline Activities

Page 22-23 Several changes to the cultural resource review process have been suggested by the Washington State Department of Archaeology and Historic Preservation. At the high-level, the Planning Commission-recommended draft focuses its protections on pre-historic cultural resources and more incidentally protects historic resources. The changes provide better balance for the different types of cultural resources that may be present in shoreline areas.

Page 22 In addition to DAHP’s recommendations and requests, staff is recommending an expansion—“qualified cultural resource professional” instead of “professional archaeologist”—of the acceptable individuals qualified to prepare cultural resources site inspections and evaluation reports.

Chapter 7 – Definitions

Page 79 Based on the cultural resource changes above, the term “Professional Archaeologist” was eliminated from the text of the SMP. Staff believes the definition of the term is therefore obsolete and may be removed.

Next Steps

Upon City Council approval of Resolution 2018-322, staff will deliver the approved SMP to the Department of Ecology along with all required background information. Ecology must hold an additional public comment period as part of their review and approval the document. Based on their review, they may also make changes to the SMP prior to granting their approval. When they do approve the document, it will be returned to the City and the Council will be asked to officially adopt it by ordinance.

Prepared by,

Ben Shumaker
Community Development Director

Attachments:

1. Responsiveness Summary (1 page)
2. Written Comments Received (15)
3. Amendments for Review (7)
4. Resolution 2018-0322 without attachments (3)
5. Planning Commission-Recommended Draft Documents for Adoption (198)
6. Planning Commission-Recommended Draft Documents for Submittal to State (107)

**Stevenson Shoreline Master Program Comprehensive Update & Periodic Review
Responsiveness Summary: SEPA Review Draft SMP 2018**

October 17th, 2018 to December 17th, 2018.

Between October 17th and December 17th, 2018, the City of Stevenson accepted public comments for the following draft components of its Shoreline Master Program Update:

-Inventory & Characterization Report (ICR)

-Shoreline Master Program (SMP)

-Shoreline Restoration Plan (RP)

-Cumulative Impacts Analysis & No Net Loss Report (CIA)

-Stevenson Municipal Code Chapter 18.08

Notice of the comment period established for the SEPA threshold determination was published in the Skamania County Pioneer on October 17th and provided a 14-day comment period. Direct mailing of this notice was sent to the 37 recipients on the City's SEPA distribution list. Notice of Intent to Adopt Amendment was provided to the Washington Department of Commerce was sent on October 17th and provided a 60-day comment period for state agencies engaged by the Department of Commerce in Growth Management Act-related updates. On October 31st and November 7th, 2018, notices were published in the Skamania County Pioneer regarding the City Council public hearing on the SMP scheduled for November 15th, 2018. A direct email regarding the comment period was sent to an 89-member distribution list on November 14th, 2018. This email provided additional notice of the November 15th City Council public hearing and established the December 17th deadline for submission of written comments to coincide with the Department of Commerce 60-day review.

On December 10th, 2018 the Planning Commission and Shoreline Advisory Committee conducted a preliminary review of comments submitted by 2 commenters at that time. In total, this effort allowed provided input from 4 individuals which contributed to the City's final SMP in addition to those who contributed previous drafts. This responsiveness summary details the content of the comments received and provides a specific response from the City Planning Commission & Shoreline Advisory Committee who are responsible for review and recommendation of a draft program.

#	Commenter	Date	Summary of Testimony	Staff Recommended Response (12/10--12/20)	Committee Response (12/10) Council Response (12/20)	SMP Citation
1	Pat Albaugh (Port of Skamania County)	14-Nov-18	Written Comment: Requests removal from membership on Shoreline Advisory Committee.	12/10 Recommend removal as requested. 12/11 Staff follow-up reveals commenter wishes to be removed from acknowledgments pages.	12/10 Recommend following up with commenter on intentions	Acknowledgement pages.
2	City Council Public Hearing	15-Nov-18	Spoken Testimony: None.	n/a	n/a	n/a
3	Kristen Tiede (Confederated Tribes of the Umatilla IR)	28-Nov-18	Written Comment, cont: Requests inclusion on the City notification list for shoreline projects.	12/10 Staff added commenter to SEPA distribution list. No additional action recommended.	12/10 No change recommended	n/a
4	Kristen Tiede (Confederated Tribes of the Umatilla IR)	28-Nov-18	Written Comment: Requests modification to ICR regarding presence of archaeological resources in certain reaches.	12/10 Recommend modification of ICR as drafted.	12/10 Modification recommended	ICR 4.1, page 44
5	Bernard Versari (Property Owner)	10-Dec-18	Written Comment/Spoken Testimony: Requests addition of clarifying language related to conformity of pre-existing residential structures.	12/20 Recommend modification as drafted.	12/10 Modification recommended	SMP 4.2
6	Greg Griffith (Department of Archaeology & Historic Preservation)	11-Dec-18	Written Comment: Recommends clarification of phrase "archaeological, cultural, and historic resources".	12/20 Recommend modification as drafted.		SMP 5.4.10.3.f
7	Greg Griffith (Department of Archaeology & Historic Preservation)	11-Dec-18	Written Comment: Recommends clarification of cultural resources review process.	12/20 Recommend modification as drafted.		SMP 4.2
8	Greg Griffith (Department of Archaeology & Historic Preservation)	11-Dec-18	Written Comment: Recommends addition of clarifying language and links related to cultural resources.	12/20 Recommend modification as drafted.		SMP 4.2
9	Greg Griffith (Department of Archaeology & Historic Preservation)	11-Dec-18	Written Comment: Request to allow cultural resource reports from "qualified cultural resource professionals" in addition to archaeologists.	12/20 Recommend modification as drafted.		SMP 4.2
10	Greg Griffith (Department of Archaeology & Historic Preservation)	11-Dec-18	Written Comment: Recommends consultation with DAHP and tribes during development of cultural resource management plans.	12/20 Recommend modification as drafted.		SMP 4.2
11	Bernard Versari (Property Owner)	12-Dec-18	Written Comment: Suggests restoration of previously deleted text related to Minor Project Authorization submittal requirements.	12/20 Recommend modification as drafted.		SMP 2.4.2, page 9, SMP 2.5.2, page 12

Ben Shumaker

From: Pat Albaugh
Sent: Wednesday, November 14, 2018 8:43 AM
To: Ben Shumaker
Subject: RE: Stevenson Shoreline Management Program Update

Good Morning Ben,

I'm not sure my name should be on the document as I was only formally involved in one meeting. At one point I was interested in being included but was told City Council didn't want new participants.

Let me know what you think. Thanks - Pat

From: Ben Shumaker [mailto:Ben@ci.stevenson.wa.us]
Sent: Wednesday, November 14, 2018 8:13 AM
Subject: Fwd: Stevenson Shoreline Management Program Update

Hello again-

The City of Stevenson has prepared a final draft of its Comprehensive Shoreline Management Program Update and Periodic Review.

The draft program consists of the following documents:

- Inventory & Characterization Report;
- Shoreline Master Plan;
- Shoreline Restoration Plan;
- Cumulative Impacts Analysis & No Net Loss Report;
- Stevenson Municipal Code Chapter 18.08 - Shorelines Management
- Stevenson Municipal Code Chapter 18.13 - Critical Areas & Natural Resource Lands (to be adopted for shoreline areas by reference)

All documents are available at <http://ci.stevenson.wa.us/shorelines/>

The drafts incorporate responses to all written and verbal comments received from the effort below. In the months since, the Planning Commission and Shoreline Advisory Committee have carefully considered and responded to all comments as indicated in the attached responsiveness summary. We are now hopeful that the resulting program reflects the desires of our stakeholders and accomplishes the requirements of state laws, and we are requesting your review to verify the acceptability of these drafts.

On **Thursday, November 15th at 6:35:pm**, the Stevenson City Council will hold a public hearing where verbal comments on the drafts can be submitted. The City Council meets at **7121 East Loop Road** in Stevenson. In addition to verbal comments, written comments will continue to be accepted until **Monday, December 17th at 5:00pm**. At that time another responsiveness summary will be prepared for review by the City Council at their December 20th meeting.

Please don't hesitate to contact me with any questions you have and please forward this notice to anyone you believe may be interested.

We look forward to hearing from you,

Ben Shumaker

----- Forwarded message -----

From: **Ben Shumaker** <ben@ci.stevenson.wa.us>
Date: Thu, Feb 22, 2018 at 12:17 PM

Subject: Stevenson Shoreline Management Program Update

To: planning <planning@ci.stevenson.wa.us>

Hello-

Yesterday, the City of Stevenson initiated a 2 month comment period for the Public Release Drafts of documents related to its Shoreline Management Master Program Update. These documents together with explanatory information about the City's need to update its 1975 regulations are available online at:

<http://ci.stevenson.wa.us/shorelines/>

While these drafts contain a great deal of information based on a great deal of work by the City to this point, the effort is far from over. The City Planning Commission and the Shoreline Advisory Committee fully expect to make changes based on public input received during this comment period, and your input will go a long way to ensuring this program represents the will of the community and improves the assets we value along the Columbia River, Rock Cove, and Rock Creek.

To ensure you have ample time to review and prepare your comments, **April 22nd, 2018** has been set as the closing date. This date follows a public hearing on the program scheduled for April 9th, 2018 where verbal comments may be shared as well.

This email notice is being sent to a diverse group of folks, including shoreline property owners, city residents, and organizations that are likely to have interest in the changes proposed. Still, please feel free to forward it to others who you believe might want to comment on the program. Please also don't hesitate to call with any questions about the proposal. There is a lot to sift through, and staff would be happy to help direct you toward any part of the program that might interest you.

We look forward to hearing from you,

BEN SHUMAKER

PLANNING DIRECTOR

CITY OF STEVENSON, WASHINGTON

(509) 427-5970

Ben Shumaker

From: Kristen Tiede
Sent: Wednesday, November 28, 2018 12:39 PM
To: Ben Shumaker
Subject: RE: CANCELLED - November Planning Commission Meeting

Dear Mr. Shumaker,

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) has reviewed the Draft Shoreline Master Program and SEPA Review Draft Inventory and Characterization Report. The CRPP recommends a review of the Washington DAHP WISAARD database as there are recorded archaeological resources in at least one of the reaches that are not listed in the SEPA Review Draft Inventory and Characterization Report. Additionally, the reaches discussed in these documents are located within historic properties of religious and cultural significance to the CTUIR. The CRPP would appreciate being notified of any potential development or restoration projects as there is a high probability of encountering cultural resources due to the proximity to these historic properties. Thank you for the opportunity to review and comment on these documents. Please let me know if there are any questions or concerns.

Thank you,

Kristen Tiede
Archaeologist
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way, Pendleton, OR 97801
Direct Line/Fax: (541) 429-7206
Main Office: (541) 276-3447
KristenTiede@ctuir.org



From: Ben Shumaker [mailto:ben@ci.stevenson.wa.us]
Sent: Monday, November 12, 2018 5:33 PM
To: Ben Shumaker <Ben@ci.stevenson.wa.us>
Subject: CANCELLED - November Planning Commission Meeting

Just a reminder that the November Planning Commission meeting is cancelled for Veteran's Day. The full draft Shorelines Management Program is attached for your review at the December meeting. The changes described in the staff report begin on page 237 of the pdf attachment. Hard copies are also available upon request. See you in December,

BEN SHUMAKER
PLANNING DIRECTOR
CITY OF STEVENSON, WASHINGTON
(509) 427-5970

The opinions expressed by the author are his or her own and are not necessarily those of the Confederated Tribes of the Umatilla Indian Reservation. The information, contents and attachments in this email are Confidential and Private.

Date: December 10, 2018

To: Stevenson Planning Commission

From: Bernard Versari, member of the SMP Advisory Committee

RE: Clarifying language for 2018 Shoreline Master Program Policy 5.4.10.3.f

I - Issue:

It came to my attention during my review of the complete draft we received for this meeting that the above policy which was drafted and approved for the public release document in February 2018 was modified. The language that was added needs to be clarified regarding the replacement of legally established existing residential structures. Such structures are considered conforming under the SMP.

II - Analysis:

1 - Policy included in the Public Release Draft SMP February 2018

f. Existing residential structures and their appurtenant structures that were legally established, but which do not meet setback or height requirements in this SMP should be considered conforming under this SMP.

This policy was reviewed and approved by the Planning Commission and Advisory Committee prior to public release in February 2018. The policy is attached.

The attached SMP presentation from DOE Michelle McConnell highlighted that replacement after damage is allowed.

The attached Skamania County SMP also allows the outright replacement of damaged Single-family homes.

2 - Policy included in the November/December review draft (and September draft)

f. Existing residential structures and their appurtenant structures that were legally established, but which do not meet setback or height requirements in this SMP should be considered conforming under this SMP. Redevelopment, expansion, change of the class of occupancy, or replacement of the residential structure may be allowed as consistent with applicable provisions of this SMP, including requirements for no net loss of shoreline ecological functions.

The first sentence was unchanged from the public release draft. The second sentence was added but was not highlighted in the September draft, therefore it was not reviewed, discussed nor approved by the planning commission and advisory committee. This revised draft policy is attached.

III - Recommendation - Proposed clarifying policy language

f. Existing residential structures and their appurtenant structures that were legally established, but which do not meet setback or height requirements in this SMP should be considered conforming under this SMP. The replacement of such structures is allowed within the same footprint and height if the replacement creates no net loss of ecological function. Redevelopment, expansion or change of the class of occupancy of the residential structure may be allowed as consistent with this SMP, including requirements for no net loss of shoreline ecological functions.

The first sentence remains unchanged. The second sentence clarifies the policy regarding replacement situations (for example because of fire or other catastrophic situations). The third sentence regarding redevelopment, expansion or changes of class of occupancy is unchanged from the Nov/Dec draft.

This revised language is consistent with attached Senate Bill 5451 requirements.

5.4.11 Residential Development

515

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 preferred uses similar to water-dependent uses, such as ports, recreational uses, public access, and commercial and industrial developments. Single-Family uses are mainly considered for areas of upper Rock Creek, along certain areas of the Columbia River and in areas that are separated from the OHWM by road or rail. Multi-Family development is considered along parts of Rock Cove, lower Rock Creek, and the Columbia River, and as part of mixed use projects.

520

2. Applicability. Residential development includes single-family dwellings, multi-family development, and the creation of new lots through land division. This section applies:

a. During the review of Shoreline Substantial Development Permits (SSDPs) for new, altered, or expanded residential uses including new subdivisions and multifamily developments.

b. During the review of Shoreline Statements of Exemption (SoE) for development of one single-family dwelling.

525

3. Policies:

a. Development of single-family residential homes and appurtenant structures are preferred uses under the SMA and should be encouraged in appropriate Shoreline Environment Designations provided they meet the standards of this program to achieve no net loss.

b. New single-family residential uses should limit shoreline environmental impacts through implementation of setback, vegetation conservation, and stabilization standards of this SMP, as well as provision of stormwater control and adherence to City building, public works, and zoning standards.

530

535

c. New residential development of more than 4 units and/or parcels should provide public access consistent with SMP Section 4.5.

d. New floating homes should be prohibited due to their resulting increases in overwater coverage which can increase juvenile salmon predation and associated pollution from uncontrolled stormwater runoff, sewage and graywater releases.

540

e. New residential development should be subject to the general provisions and environment designation provisions of SMP Chapters 3 and 4 and specific use regulations below.

f. Existing residential structures and their appurtenant structures that were legally established, but which do not meet setback, or height requirements in this SMP should be considered conforming under this SMP.

545

4. Regulations:

a. New single-family homes are prohibited within the Urban Shoreline Environment Designation.

b. New over-water residences, floating homes, and livaboard vessels are prohibited.

c. Home occupations which are accessory to residential uses are permitted provided all other provisions of this SMP are met.

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.

550

- f. Where fertilizers and pesticides are used in recreational developments, waters in and adjacent to such developments shall be protected from drainage and surface runoff.

595

5.4.1110 Residential Development

600

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 preferred uses similar to water-dependent uses (e.g., such as ports, recreational uses, public access, and commercial and industrial developments). Single-Family uses are mainly considered for areas of upper Rock Creek, along certain areas of the Columbia River and in areas that are separated from the OHWM by road or rail. Multi-Family development is considered along parts of Rock Cove, lower Rock Creek, and the Columbia River, and as part of mixed use projects.

605

2. Applicability. Residential development includes single-family dwellings, multi-family development, and the creation of new lots through land division. This section applies:

610

- a. During the review of Shoreline Permits (SSDPs, SCUPs, SVARs) Shoreline Substantial Development Permits (SSDPs) for new, altered, or expanded residential uses including new subdivisions and multifamily developments.
- b. During the review of Shoreline Statements of Exemption (SoE) for development of one single-family dwelling.

615

3. Policies:

- a. Development of single-family residential homes and appurtenant structures are preferred uses under the SMA, only when consistent with the control of pollution and prevention of damage to natural resources, and should be encouraged in appropriate Shoreline Environment Designations provided they meet the standards of this program to achieve no net loss.
- b. New single-family residential uses should limit shoreline environmental impacts through implementation of the setback and shoreline modification, vegetation conservation, and stabilization standards of this SMP, as well as provision of stormwater control and adherence to City building, public works, and zoning standards.

620

- c. New residential development of more than 4 units and/or parcels should provide public access consistent with SMP Section 4.56.

625

- d. New floating homes should be prohibited due to their resulting increases in overwater coverage which can increase juvenile salmon predation and associated pollution from uncontrolled stormwater runoff, sewage and graywater releases.

630

- e. New residential development should be subject to the general provisions and environment designation provisions of SMP Chapters 3 and 4 and specific use regulations below.
- f. Existing residential structures and their appurtenant structures that were legally established, but which do not meet setback, or height requirements in this SMP should be considered conforming under this SMP. Redevelopment, expansion, change of the class of occupancy, or replacement of the residential structure may be allowed as consistent with applicable provisions of this SMP, including requirements for no net loss of shoreline ecological functions.

Regulations:

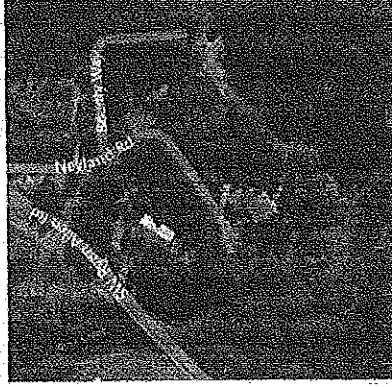
This language was added after Public Release Draft but was not highlighted like other proposed changes therefore not reviewed/approved.

Residential Use & Development

- Legal existing homes are 'grandfathered'
- Repair & maintenance allowed
- Replacement after damage allowed
- New & re-development allowed per

Program limits

- Avoid/minimize impact to shoreline resources
- Location per buffers/setbacks
- Height limit = 35 feet
- Limits on expanding/enlarging non-conforming structures



Stevenson 02.09.15
 Michelle McConnell
 Presentation

10. A nonconforming structure which is moved any distance must be brought into conformance with the applicable master program and the SMA unless a shoreline variance is approved.
11. If a nonconforming structure other than a single-family home is damaged to an extent not exceeding 90 percent of its real valuation exclusive of foundations, it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, provided that application is made for the permits necessary to restore the structure within one year of the date the damage occurred and all permits are obtained, and that the restoration is completed within two years of permit issuance. Single-family homes that are damaged may be reconstructed to those configurations, including height, setback, and footprint, existing immediately prior to the time the structure was damaged, regardless of the extent of damage, provided that application is made for the permits necessary to restore the structure within one year of the date the damage occurred and all permits are obtained, and the restoration is completed within two years of permit issuance.
12. A nonconforming use that is discontinued for a period of 12 continuous months shall not be allowed to be reestablished as a nonconforming use.
13. An undeveloped lot, tract, parcel, site, or division of land located landward of the OHWM which was established in accordance with local and state subdivision requirements prior to the effective date of the SMA or the applicable master program, but which does not conform to the present lot size standards in the SCC may be developed, only if:
 - a. The proposed development is permitted by other County land use regulations; and
 - b. The proposed development conforms to all other requirements of this SMP and the SMA.

2.9 Appeals

Any person aggrieved by the granting or denying of a Substantial Development Permit, variance, or conditional use permit, the upholding of an exemption appeal, or by the rescinding of a permit pursuant to the provisions of this SMP, may seek review from the State of Washington Shorelines Hearings Board. Such an appeal must be filed as a request for the same within 21 days of receipt of the final order and by concurrently filing copies of such request with Ecology and the Attorney General's office. The State Hearings Board regulations of RCW 90.58.180 and Chapter 461-08 WAC apply. A copy of such appeal notice shall also be filed promptly with Skamania County.

2.10 Enforcement and Penalties

All provisions of this SMP shall be enforced by the Shoreline Administrator and/or a designated representative. The enforcement procedures and penalties contained in WAC Chapter 173-27 and RCW Chapter 90.58 are hereby incorporated by reference.

SUBSTITUTE SENATE BILL 5451

AS AMENDED BY THE HOUSE

Passed Legislature - 2011 Regular Session

State of Washington

62nd Legislature

2011 Regular Session

By Senate Natural Resources & Marine Waters (originally sponsored by Senators Ranker, Ericksen, Pridemore, Harper, Carrell, Hobbs, Rockefeller, Tom, White, and Shin)

READ FIRST TIME 02/21/11.

1 AN ACT Relating to shoreline structures in a master program adopted
2 under the shoreline management act; adding a new section to chapter
3 90.58 RCW; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** (1) The legislature recognizes that there is
6 concern from property owners regarding legal status of existing legally
7 developed shoreline structures under updated shoreline master programs.
8 Significant concern has been expressed by residential property owners
9 during shoreline master program updates regarding the legal status of
10 existing shoreline structures that may not meet current standards for
11 new development.

12 (2) Engrossed House Bill No. 1653, enacted as chapter 107, Laws of
13 2010 clarified the status of existing structures in the shoreline area
14 under the growth management act prior to the update of shoreline
15 regulations. It is in the public interest to clarify the legal status
16 of these structures that will apply after shoreline regulations are
17 updated.

18 (3) Updated shoreline master programs must include provisions to
19 ensure that expansion, redevelopment, and replacement of existing

1 structures will result in no net loss of the ecological function of the
2 shoreline. Classifying existing structures as legally conforming will
3 not create a risk of degrading shoreline natural resources.

4 NEW SECTION. **Sec. 2.** A new section is added to chapter 90.58 RCW
5 to read as follows:

6 (1) New or amended master programs approved by the department on or
7 after September 1, 2011, may include provisions authorizing:

8 (a) Residential structures and appurtenant structures that were
9 legally established and are used for a conforming use, but that do not
10 meet standards for the following to be considered a conforming
11 structure: Setbacks, buffers, or yards; area; bulk; height; or
12 density; and

13 (b) Redevelopment, expansion, change with the class of occupancy,
14 or replacement of the residential structure if it is consistent with
15 the master program, including requirements for no net loss of shoreline
16 ecological functions.

17 (2) For purposes of this section, "appurtenant structures" means
18 garages, sheds, and other legally established structures. "Appurtenant
19 structures" does not include bulkheads and other shoreline
20 modifications or over-water structures.

21 (3) Nothing in this section: (a) Restricts the ability of a master
22 program to limit redevelopment, expansion, or replacement of over-water
23 structures located in hazardous areas, such as floodplains and
24 geologically hazardous areas; or (b) affects the application of other
25 federal, state, or local government requirements to residential
26 structures.

--- END ---



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 11, 2018

Mr. Ben Shumaker, Planning Director
City of Stevenson
ben@ci.stevenson.wa.us

In future correspondence please refer to:
Project Tracking Code: 2018-10-08238
Re: City of Stevenson Draft Shoreline Management Program Update

Dear Mr. Shumaker:

The Washington State Department of Archaeology and Historic Preservation (DAHP) has received your notice regarding the availability of the final draft of the Comprehensive Shoreline Management Program Update and Periodic Review. In response, the draft SMP has been reviewed on behalf of the State Historic Preservation Officer (SHPO) under provisions of the State Environmental Policy Act (SEPA). Based upon our review, we are providing the following comments and recommendations for your consideration:

1. On line 10 on page 21, we recommend adding some text clarifying what is meant by “archaeological, cultural, and historic resources.” Revised text might read something like:

“All sites which contain documented archaeological, cultural, and historic resources (including archaeological site, buildings, structures, districts, objects, traditional cultural places, and landscapes that are 50 years of age and older) that are either recorded at the state historic preservation office and...”
2. On lines 27 and 28 on the same page, a recommendation is made to include clarifying text reading something like the following:

“The intent is to allow these parties ample time to review the proposal, assess impacts, and arrive at recommendations to avoid, minimize, or mitigate for impacts to the affected resource(s).”
3. Revised language is recommended for section 4.2.3 (b) lines 43-45 to read something like the following:

A survey to identify archaeological, cultural, and historic resources 50 years of age and older may be required to be conducted based on the recommendations of a cultural resource professional contained in the site inspection and evaluation report. The cultural resource survey process shall conform to the most recent update of DAHP’s Standards for Cultural Resource Reporting found at this link: <https://dahp.wa.gov/sites/default/files/CR%20Update%20August%202018%20final.pdf>.

Mr. Ben Shumaker
December 11, 2018
Page Two

4. On line 51 on page 22, please replace "archaeologist: with the phrase "qualified cultural resource professional." A similar recommendation is made on line 52 to replace "professional archaeologist and/or historic preservation management professional, as appropriate" with "qualified cultural resource professional(s)."
5. On lines 54-55 on page 22, we recommend replacing this sentence to read as follows:
"Cultural resource management plans shall be developed in consultation with DAHP and affected Tribes."

Thank you for the opportunity to review and comment. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any consultants and is attached to any communications or submitted reports. If you have any questions, please feel free to contact me or DAHP's Local Government Archaeologist Stephanie Jollivette at 360-586-3088.

Sincerely,



Gregory Griffith
Deputy State Historic Preservation Officer
(360) 586-3073
greg.griffith@dahp.wa.gov

- c: Teara Farrow Ferman, CTUIR, Cultural Resources Protection Program
Roberta Kirk, Confederated Tribes of Warm Springs, THPO
Johnson Meninick, Yakama Nation, Cultural Resources
Nathan Reynolds, Cowlitz Indian Tribe, Cultural Resources
Kate Valdez, Yakama Nation, THPO

Ben Shumaker

From: Bernard versari
Sent: Wednesday, December 12, 2018 9:22 AM
To: Ben Shumaker
Subject: Re: Minor Project Authorization Language

Hello Ben,

Regarding Section 2.4.2, it appears that for Minor Project Authorization you are proposing to replace the previous JARPA and the other information requests (2.4.2.1 a through h) with a form prepared by the administrator together with such information necessary to determine consistency with SMP 2.5.1. The requirements for Minor Project Authorization would then be included in 2.4.2.1. Section 2.4.2.2 would only address the more extensive requirements for Shoreline Permits. I support these changes. I would expect that minor information requirements would be needed for a minor (exempt) project authorization.

Regarding Section 2.5.2.2, I also support the proposed changes you described below. Since the narrative requirement for Minor Project Authorization would no longer be listed in section 2.4.2, the sentence "The narrative submitted along with the requirements of Section 2.4.2" would need to be replaced with "A narrative needs to be submitted in addition to the requirements of Section 2.4.2.1 that shall state etc...". Alternatively to streamline the document, you could move your revised 2.5.2.2 language under the new 2.4.2.1 so that all the application content requirements for Minor Project Authorization are covered in the same section.

Please let me know if you have any questions.

Bernard Versari
503 866 9079

From: Ben Shumaker <ben@ci.stevenson.wa.us>
Sent: Tuesday, December 11, 2018 3:37 PM
To: Bernard Versari
Subject: Minor Project Authorization Language

Thanks for your input last night, Bernard.
Can you weigh in on one more thing please?
I've made the change so MPAs won't have to fill out a JARPA:

~~2.4.2 → Application Contents~~

- ~~1. → Proposals required to obtain a Minor Project Authorization exempt developments shall submit an application on forms prepared by the Administrator together with such information necessary to determine consistency with SMP Section 2.5.1~~

But there's one potential down-stream change that I didn't catch at the meeting. See the MPA process at 2.5.2.2. That had contemplated the Shoreline Administrator discretion to waive portions of the JARPA and in doing so had eliminated the list of more specific submittal requirements that would better address Shawn's concern. I am tempted to reject the proposed change here and keep the text that would've been deleted, so the underlined section below would go away and the struck-through section would stay:

2. → The narrative submitted along with the requirements of SMP Section 2.4.2 shall state the applicable provision of WAC 173-27-040 and describe why the project proposed by the applicant qualifies for consideration as a MPA. ~~At the Administrator's discretion, submittal requirements of SMP 2.4.2 may be waived, and include a statement of compliance with applicable sections of this SMP. Information shall be provided that is sufficient for the Shoreline Administrator to determine if the proposal will comply with the requirements of this SMP which, if necessary, may include project site plan graphics, building elevation drawings, or special studies showing how the project meets applicable sections of this SMP.~~

If you give me your impressions on this, I can include it on a summary email to the rest of the group about this issue and its proposed resolution.

Thank you,

BEN SHUMAKER

PLANNING DIRECTOR

CITY OF STEVENSON, WASHINGTON

(509) 427-5970



Acknowledgements

City Council

Scott Anderson, Mayor
Paul Hendricks
Robert Muth
Mark Peterson
Jenny Taylor
Amy Weissfeld

Planning Commission

Karen Ashley
Matthew Knudsen
Valerie Hoy-Rhodehamel, Chair
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This Comprehensive Shoreline Master Program Update is made possible by Washington State Department of Ecology Grant G1200-044, with the assistance of Michelle McConnell, Regional Shoreline Planner

2.3 Pre-Application Procedures

2.3.1 Pre-Application Conference – Required

20 A pre-application conference for all proposed review activities within shoreline jurisdiction is required. The Shoreline Administrator may waive this requirement if the applicant requests such in writing and demonstrates that the usefulness of a pre-application meeting is minimal.

2.3.2 Pre-Application Conference – Purpose & Outcomes

25 The purpose of the pre-application conference is to review the applicant’s proposal and for the Shoreline Administrator to explain the type of permitting procedures necessary to ensure compliance with this SMP. A written summary of this conference may be prepared to assist the remainder of the review process. This summary should include a description of the proposal, contact information for the applicant and any consultants assisting the applicant, a listing of the permits required, and any special submittal requirements necessary for to ensure compliance with this SMP.

2.3.3 Determination of Ordinary High Water Mark

30 For any development where a determination of consistency with the applicable regulations requires a precise location of the OHWM, the mark shall be located precisely with assistance from Ecology and City staff, or a qualified professional, and the biological and hydrological basis for the location shall be included in the development plan. Where the OHWM is neither adjacent to or within the boundary of
35 the project, the plan shall indicate the distance and direction to the nearest OHWM of a shoreline.

2.4 Permit Process

2.4.1 Permission Required

- 40 1. Any person wishing to undertake 1) activities requiring a Minor Project Authorization, or 2) activities requiring a Shoreline Permit shall apply to the Shoreline Administrator for appropriate permissions.
- 45 2. Activities exempt from obtaining permission under this SMP include projects:
 - a. Covered under an Environmental Excellence Program Agreement entered into under RCW 43.21K. (RCW 90.58.045)
 - b. Involving a certification from the governor pursuant to RCW 80.50. (RCW 90.58.140(9))
 - c. Involving rights established by treaty to which the United States is a party. (RCW 90.58.350)
 - d. Conducting remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to RCW 70.105D. (RCW 90.58.355(1))
 - e. Installing site improvements for stormwater treatment in an existing boatyard facility to meet NPDES permit requirements. (RCW 90.58.355(2))
 - 50 f. Initiated by WSDOT and meeting the conditions of RCW 90.58.356. (RCW 90.58.355(3))
- 55 3. All non-exempt activities proposed within the jurisdiction of the SMA, and this SMP shall first obtain a Minor Project Authorization (MPA) or a Shoreline Permit. No such activity shall be undertaken unless permission has been obtained, the appeal period has been completed, any appeals have been resolved and/or the applicant has been given permission to proceed by the proper authority.

2.4.2 Application Contents

1. Proposals required to obtain a Minor Project Authorization shall submit an application on forms prepared by the Administrator together with such information necessary to determine consistency with SMP Section 2.5, including

a. ~~A. The narrative submitted along with the requirements of SMP Section 2.4.2 shall state the applicable provision of WAC 173-27-040 and describe why the project proposed by the applicant qualifies for consideration as a MPA.~~

b. ~~A, and include a statement of compliance with applicable sections of this SMP.~~

c. ~~Such additional information as the Shoreline Administrator deems necessary shall be provided that is sufficient for the Shoreline Administrator in order to determine if the proposal will comply with the requirements of this SMP (e.g., which, if necessary, may include project site plan graphics, building elevation drawings, or special studies showing how the project meets applicable sections of this SMP, etc.).~~

1.2. Proposals required to obtain a Shoreline Permit shall submit a Joint Aquatic Resource Permit Application (JARPA) to the City along with the following:

a. Complete site plan, including parcel boundary, OHWM, a general indication of the character of vegetation found on the site, and dimensions and locations of all existing and proposed structures and improvements.

b. A narrative describing the proposal in detail including how the proposal is consistent with this SMP.

c. Identification of all critical areas on the subject property.

d. All appropriate project and construction details (e.g., building elevations, construction timelines, grading plans, (re)vegetation plans, etc.).

e. Technical assessments prepared by a qualified professional. The City may require the applicant to submit a technical assessment addressing how the proposal incorporates the most current, accurate, and complete scientific or technical information available. The technical assessment shall be adequate for the Shoreline Administrator to evaluate the development proposal and all probable adverse impacts to critical areas regulated by this SMP. If adequate factual information exists to facilitate such evaluation, the Shoreline Administrator may determine that a technical assessment is not necessary. The Shoreline Administrator will advise the applicant of existing technical information that may be pertinent to their property. Technical assessments shall be attached to the development permit application package.

f. Fish and wildlife management plan, if applicable.

g. Proposed mitigation for unavoidable impacts, if necessary.

h. If the proposal will require a shoreline variance permit, the applicant's plans shall clearly indicate where development could occur without approval of a variance, the physical features and circumstances on the property that provide a basis for the request, and the location of adjacent structures and uses. To enhance the City's review of the variance proposals, a 3D, SketchUp-compatible model of the proposal is required when proposed at or adjacent to any development for which the city can provide a 3D model.

- 185
- i. A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the conditions identified in WAC 173-27-040(2)(p) apply.
 - 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.

2.5.2 *Minor Project Authorization Process*

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~~2.1.~~ The burden of proof that a development or use is exempt from the need to obtain a SSDP is on the applicant.

~~3.1.~~ ~~The narrative submitted along with the requirements of SMP Section 2.4.2 shall state the applicable provision of WAC 173-27-040 and describe why the project proposed by the applicant qualifies for consideration as a MPA, and include a statement of compliance with applicable sections of this SMP. Information shall be provided that is sufficient for the Shoreline Administrator to determine if the proposal will comply with the requirements of this SMP which, if necessary, may include project site plan graphics, building elevation drawings, or special studies showing how the project meets applicable sections of this SMP.~~

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4.2. Proposals for MPAs are subject to the City's procedures articulated in SMC 18.08 – Shoreline Management and the State's permit procedures articulated in WAC 173-27 – Shoreline Management Permit and Enforcement Procedures.

5.3. In authorizing a MPA, the City may attach conditions to assure the project is consistent with all applicable standards of the SMA and this SMP.

6.4. All activities requiring a MPA, except for emergency development pursuant to WAC 173-27-040(2)(d), require that a Letter of Exemption be issued by the Shoreline Administrator. Letters of Exemption will:

- 205
- a. Be addressed to the applicant and Ecology.
 - b. Indicate the specific provision from WAC 173-27-040 that is being applied to the proposal.
 - c. Provide a summary of the City's analysis of the consistency of the project with this SMP and the SMA.

7.5. The same measures used to calculate time periods for Shoreline Permits as set forth in WAC 173-27-090(4) shall be used for MPAs.

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8.6. A denial of a MPA shall be in writing and shall identify the reason(s) for the denial.

2.6 **Shoreline Substantial Development Permits**

2.6.1 *Shoreline Substantial Development Permits – Purpose – Applicability – Criteria*

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The purpose of a Shoreline Substantial Development Permit (SSDP) is to assure consistency with the provisions of the SMA and this SMP. In authorizing a SSDP, the City may attach conditions to the approval as necessary to assure the project is consistent with all applicable standards of the SMA and this SMP. The following criteria shall assist in reviewing proposed SSDPs:

- 220
1. SSDPs may not be used to authorize any use that is listed as conditional or prohibited in a shoreline designation.
 2. SSDPs may not be used to authorize any development and/or use which does not conform to the specific bulk, dimensional, and performance standards set forth in this SMP.
 3. SSDPs may be used to authorize uses which are listed or set forth in this SMP as permitted uses.

Chapter 4 – General Provisions for All Shoreline Activities

4.1 Introduction

The provisions of this section apply generally to all review activities in shoreline jurisdiction without regard to environment designation, as appropriate. For example, all sites that contain critical areas or archaeological resources where a review activity is proposed are required to meet the corresponding sections of this chapter. These provisions address certain elements as required by RCW 90.58.100(2) and implement the principles as established in WAC 173-26-186.

4.2 Cultural Resources

4.2.1 Applicability

All sites which contain documented archaeological, cultural, and historic resources (e.g., archaeological sites, buildings, structures, districts, objects, traditional cultural places, landscapes that are 50 years of age and older, etc.) that are either recorded at the state historic preservation office and/or by the City, have been identified in consultation with a Tribal Historic Preservation Officer, or have been discovered inadvertently during development are subject to the provisions of this section. In addition to complying with the provisions of this chapter, archaeological sites are subject to RCW Chapter 27.44 (Indian Graves and Records) and RCW Chapter 27.53 (Archaeological Sites and Records). Developments or uses that may impact archaeological sites are subject to WAC Chapter 25-48.

4.2.2 Policies

1. Archaeological, cultural, or historic sites should be protected from the impacts of development proposed within the shoreline due to the limited and irreplaceable nature of these resources.
2. Protection of archaeological, cultural, and historic resources should occur in collaboration with appropriate, tribal, state, federal and local governments. Cooperation among public and private parties is encouraged for the identification, protection and management of such resources.
3. Any proposed site development and/or associated site demolition work should be planned and carried out to avoid impacts to archaeological, cultural, and historic resources.
4. Owners of property containing previously identified archaeological, cultural, or historic sites are encouraged to coordinate with the City and other appropriate agencies (e.g., the Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes, the Washington State Department of Archaeology and Historic Preservation (DAHP), etc.) well before permit application. The intent is to allow these parties ample time to review the proposal, assess impacts, and arrive at recommendations to avoid, minimize, or mitigate for impacts to the affected resource(s)the site and make arrangements to preserve archaeological, cultural, and historic sites as applicable. These parties include the Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes, the Washington State Department of Archaeology and Historic Preservation (DAHP), and others.
5. If development or demolition is proposed adjacent to an identified archaeological, cultural, or historic site, then the proposed development should be designed and operated to be compatible with continued protection of the archaeological, cultural, or historic resource.

4.2.3 Regulations

1. Site Inspections, Evaluations, and Surveys – Required When:

- 40 a. When a shoreline use or development is within 500 feet of an area documented to contain, or likely to contain, archaeological, cultural, or historic resources based on information from DAHP, or a prior archaeological report/survey, or based on a state or federal register, the applicant shall provide a site inspection and evaluation report prepared by a ~~professional archaeologist~~qualified cultural resource professional prior to issuance of any Shoreline Permit or approval, including a Minor Project Authorization. Work may not begin until the inspection and evaluation have been completed, and the City has issued its permit or approval.
- 45 b. ~~An archaeological~~ survey to identify archaeological, cultural, and historic resources 50 years of age and older may be required to be conducted based on the recommendations of ~~an~~ cultural resources professional~~archaeologist~~ contained in the site inspection and evaluation report. ~~The cultural resource survey process. Any archaeological survey~~ shall conform to the most recent update of DAHP's Standards for Cultural Resource Reporting found at this link: <https://dahp.wa.gov/sites/default/files/CR%20Update%20August%202018%20final.pdf> survey and reporting standards.

2. Cultural Resources Avoidance. If an archaeological site inspection or evaluation identifies the presence of significant archaeological, cultural, or historic resources at the site, the applicant shall first seek to avoid impacts to the resource.

3. Cultural Resources Management Plan. If an archaeological site inspection or evaluation identifies the presence of significant archaeological, cultural, or historic resources that will be impacted by a project and if recommended by a qualified cultural resource professional~~archaeologist~~, a cultural resource management plan shall be prepared prior to the City's approval of the project. ~~A professional archaeologist and/or historic preservation management~~qualified cultural resource professional(s), as appropriate, shall prepare the cultural resource management plan. Cultural resource management plans ~~at a minimum~~ shall be developed in consultation with~~conform to~~ DAHP's ~~and affected Tribes~~current standards. In addition, a permit or other requirement administered by DAHP pursuant to RCW 27.44 and RCW 27.53 may apply. If the ~~archaeologist~~ cultural resource professional determines that impacts to an archaeological, cultural, or historic resource can be adequately avoided by establishing a work limit area within which no project work or ground disturbance may occur, then a cultural resources management plan is not required.

4. Inadvertent discovery. If any item of possible archaeological interest (including human skeletal remains) is discovered on site during construction or site work, all the following steps shall occur:

- 70 a. Stop all work in the immediate area (initially allowing for a 100' buffer, this number may vary by circumstance) immediately;
- 75 b. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
- c. Take reasonable steps to ensure the confidentiality of the discovery site;
- d. Take reasonable steps to restrict access to the site of discovery;
- 80 e. Notify the City, DAHP, and Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes of the discovery.

Professional Archaeologist — A person with qualifications meeting the federal secretary of interior's standards for a professional archaeologist. Archaeologists not meeting this standard may be conditionally employed by working under the supervision of a professional archaeologist for a period of four years provided the employee is pursuing qualifications necessary to meet the federal Secretary of the Interior standards for a professional archaeologist. During this four-year period, the professional archaeologist is responsible for all findings. The four-year period is not subject to renewal.

Public Access – 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. Refer to WAC 173-26-221(4). In the context of shoreline regulation, public access also includes the ability to view the water from adjacent locations.

Public Use – To be made available daily to the general public on a first-come, first-served basis, and may not be leased to private parties on any more than a day use basis. Refer to WAC 332- 30-106.

Qualified Professional – See SMC 18.13.010 – Definitions.

Reasonable Use – A legal concept articulated by federal and state courts in regulatory taking cases.

Recreational Uses – Public or private facilities meant for the enjoyment of the public and can include community or commercial facilities for recreational activities (e.g., hiking, fishing, photography, viewing, birdwatching, etc.) and more intensive uses (e.g., parks with sports facilities and other outdoor recreation areas).

Residential Development – Development which is primarily devoted to or designed for use as a dwelling(s). Residential development includes single-family development, multi-family development and the creation of new residential lots through land division.

Restoration, Restore, or Ecological Restoration – 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.

Review Activity- Those activities that would be subject to review by the City. This definition includes a) new or expanded shoreline developments, modifications, and uses, b) the subdivision and short subdivision of real property, c) application of pesticides, fertilizers and/or other chemicals, d) normal maintenance or repair of existing shoreline development, modifications, and uses, and e) other activities as specifically described in this SMP. This definition does not include activities occurring as an inherent result of an approved or nonconforming shoreline development, modification, and or use (e.g. delivery and sales in commercial and industrial developments, eating and sleeping in residential developments, recreational activities on recreational lands, etc.).

Riparian – Of, on, or pertaining to the banks of a river, stream or lake.

Riprap – A layer, facing, or protective mound of stones placed to prevent erosion, scour, or sloughing of a structure or embankment; also, the stone so used.

**CITY OF STEVENSON
RESOLUTION 2018-0322**

ADOPTING KEY COMPONENTS OF THE CITY OF STEVENSON SHORELINE MASTER PROGRAM COMPREHENSIVE UPDATE AND PERIODIC REVIEW AND AUTHORIZING SUBMITTAL OF THE STEVENSON SHORELINE MASTER PROGRAM FOR APPROVAL BY THE WASHINGTON DEPARTMENT OF ECOLOGY.

WHEREAS, RCW Chapter 90-58, et seq., also known as the Shoreline Management Act (“SMA”), requires each city and county to develop and implement a local Shoreline Master Program (“SMP”); and

WHEREAS, the City of Stevenson (“City”) adopted the *Skamania County Shoreline Management Master Program*, a regional Shoreline Management Master Program in 1974 with the City of North Bonneville and Skamania County; and

WHEREAS, for proper citation in courts of law the existing SMP has been codified within the Stevenson Municipal Code (“SMC”) at Chapter 18.08; and

WHEREAS, RCW Section 90.58.080 establishes a schedule requiring each city and county to conduct a comprehensive update and subsequent periodic reviews of its SMP to ensure consistency with WAC Chapter 173-26, also known as the Shoreline Master Program Guidelines (“SMP Guidelines”); and

WHEREAS, the SMP Guidelines require, and the City has prepared, several supporting background documents that are not regulatory in nature but enable better analysis and implementation of the SMA. The City’s official adoption of these documents by resolution will further enable implementation; and

WHEREAS, RCW Section 90.58.090 requires, and the City intends to initiate, a state review and approval process in order for the amended SMP to take effect; and

WHEREAS, the City considered whether to incorporate any amendments needed to reflect changed circumstances, new information or improved data in accordance with WAC 173-26-090(3)(b)(iii); and

WHEREAS, while conducting the comprehensive update and periodic review of the SMP, and while preparing the documents required by the SMP Guidelines, the City conducted a robust public participatory process involving i) an advisory committee, ii) public workshops, iii) a visioning workshop on June 8, 2015, iv) a public listening session on April 9, 2018, v) a public hearing by the City Council on November 15, 2018, and iv) a comprehensive responsiveness summary for all verbal and written comments received at the listening session and public hearing; and

WHEREAS, the City used checklists prepared by the Department of Ecology (“Ecology”) to review consistency with amendments to the SMA and the SMP Guidelines that have occurred since the SMP was last amended; and

WHEREAS, the City reviewed changes to the comprehensive plan and development regulations to determine if the shoreline master program policies and regulations remain consistent with them in accordance with WAC 173-26-090(3)(b)(ii); and

WHEREAS, on October 17th, 2018, the City issued a Determination of Nonsignificance under the State Environmental Policy Act (“SEPA”) under City file # SEPA2018-02 which did not generate public comment;

WHEREAS, on October 17th, 2018 the City provided Notice of Intent to Adopt to the Washington Department of Commerce in accordance with WAC 173-26-100(5); and

WHEREAS, on December 10th, 2018 the Shoreline Advisory Committee and Stevenson Planning Commission reviewed comments and recommended City Council approval of three component parts of the Stevenson Shoreline Master Program, subject to several minor changes discussed at the meeting; and

WHEREAS, on December 20th, 2018 the City Council reviewed 1) the Planning Commission-recommended drafts, 2) the Cumulative Impacts Analysis & No Net Loss Report, 3) written comments submitted after the Planning Commission recommendation and before the close of the comment period on December 17th, 2018, and 4) minor changes based on those comments; and

WHEREAS, after considering all public comments and evidence, the City Council determined that the proposed amendments comply with all applicable laws and rules;

AND WHEREAS, this completes the City’s required process for comprehensive update and periodic review in accordance with the SMA and the SMP Guidelines;

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

Section 1 – The *City of Stevenson Inventory and Characterization Report* dated December, 2018 and attached as “Exhibit A” is officially adopted as the supporting background document required under the SMP Guidelines WAC 173-26-201(3)(d).

Section 2 – The *City of Stevenson Shoreline Restoration Plan* dated December, 2018 and attached as “Exhibit B” is officially adopted as the supporting background document required under the SMP Guidelines, WAC 173-26-201(2)(f).

Section 3 – The *City of Stevenson Cumulative Impact Analysis & No Net Loss Report* dated December, 2018 and attached as “Exhibit C” is officially adopted as the supporting background document required under the SMP Guidelines, WAC 173-26-201(3)(d)(i)(E)(iii).

Section 4 – Together the *City of Stevenson Shoreline Master Program* dated December, 2018 and attached as “Exhibit D”, and the amendments to SMC 18.08 – Shoreline Management dated December, 2018, and attached as “Exhibit E”, constitute the City’s comprehensive update and periodic review of the *Skamania County Shoreline Management Master Program*. “Exhibit D” and “Exhibit E” shall be forwarded to the Washington State Department of Ecology along with such other information required by WAC 173-26-100 and with a recommendation to adopt with or without changes as they deem appropriate.

Passed by a vote of _____ at the regular City Council meeting of December 20, 2018.

SIGNED:

ATTEST:

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich
City Attorney

STEVENSON

SHORELINE MASTER PROGRAM





Recommended



Acknowledgements

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Scott Anderson, Mayor
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Ken Woodrich, City Attorney

State Staff

This Inventory and Characterization Report is made possible by Washington State Department of Ecology Grant G1200-044, Task 2.2 with the assistance of Michelle McConnell, Regional Shoreline Planner.

This report was prepared with the assistance of



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Recommended

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Recommended

1.0 Introduction

15 The purpose of this study is to conduct a baseline inventory of shoreline conditions within and adjacent to
the City of Stevenson, Washington. This study includes an inventory and analysis of shoreline conditions
related to land use, public access, environmentally sensitive areas and fish habitat, including habitat for
species listed as threatened or endangered under the federal Endangered Species Act (ESA) (a
comprehensive list of abbreviations and acronyms are found in Appendix A). More specifically, the shoreline
inventory collected existing plans, surveys, studies, inventories, and other information applicable to the City's
20 shorelines. In addition, Washington Administrative Code (WAC) 173-26-150 allows the City to pre-designate
the shorelines of urban growth areas that are located outside of existing City boundaries, which the City has
elected to do for areas in Skamania County. The study also conducted a physical inventory of land use,
shoreline modifications, and public access and used the information that resulted to evaluate and
characterize shoreline functions and ecological processes and to recommend enhancement and restoration
projects.

25 This characterization report documents those ecosystem-wide processes that contribute to the structure and
functions of Stevenson's shorelines and compares them to the human-based modifications that are working
to change the same structure and functions. The descriptions in this report will be the basis upon which the
City can continue the comprehensive update of the 1977 Shoreline Management Program (SMP), a revision
process required of the City by the Shoreline Management Act (SMA), Revised Code of Washington (RCW)
30 90.58, and Shoreline Master Program Guidelines, WAC 173-26, and Washington State Department of Ecology
(Ecology) Grant G1200044. This report is intended to summarize the existing conditions for a wide audience
and is not intended to be highly technical or analytical.

The information is organized in the following sections:

- 35 • **Section 1** introduces the report, defines and identifies the City's shoreline jurisdiction and the
relationship of the City's SMP to other plans and programs, and describes the methods used to
conduct the shoreline inventory and characterization.
- 40 • **Section 2** goes into detail on the ecosystem-wide processes that have set the stage on which
Stevenson has been built. This section characterizes the geology, climate, hydrology, and game-
changing processes associated with the Bonneville Dam, and describes the structures these
processes have left behind.
- 45 • **Section 3** discusses what ecological functions are provided by the processes and structures along
Stevenson's shorelines. The functions discussed in this section are categorized according to their
importance to water quality, water quantity, and habitat. This section also introduces the indicators
that will be used to measure ecological functions over time.
- 50 • **Section 4** analyzes how the processes, structures, and functions interact on a reach-by-reach basis
along local shorelines. The information in this section is organized in tables characterizing the
existing conditions of each indicator, the likelihood of impending land use changes along the reach,
and the overall contribution of each reach to the ecological functions of the shoreline.
- **Section 5** analyzes the current uses of Stevenson's shorelines, defines whether these uses are
preferred or water-oriented, analyzes potential future uses of shoreline areas, and recommends ways
to accommodate such uses in the future.

- **Section 6** consists of preliminary shoreline environmental designation (SED) recommendations based on existing land uses, zoning, current ecological functions, and existing shoreline environmental designations.

55 The City will use this report in the next steps of the SMP update process, which will include developing proposed shoreline environment designations; preparing draft SMP goals, policies, and regulations; developing a restoration plan to take advantage of opportunities to improve degraded conditions in the City's shoreline jurisdiction; and evaluating anticipated cumulative impacts of the new program's implementation.

60 **1.1 Study Area Boundary (Shoreline Jurisdiction)**

The City's preliminary shoreline jurisdiction is identified in Appendix C, Map 1 and will be refined in the City's final Shoreline Management Program. This map includes the shorelines and shorelands of the Columbia River, Rock Creek, and a dam-flooded inlet of the Columbia called Rock Cove. These waterbodies and adjacent lands represent the "shorelines of the state," which include "shorelines", "shorelines of statewide significance," and "shorelands" in Stevenson, as are further described below. As established by state law (RCW 35A.21.090 and 35.21.160) the waterward extent of the City's shoreline jurisdiction is the mid-line of the Columbia River, beyond the City limit boundary that mostly follows the land's edge. This report also includes information on the Columbia River and Rock Creek reaches and another dam-flooded inlet of the Columbia called Ashes Lake that currently lie outside the City's 2015 jurisdiction but within the boundary of the urban area established in the Columbia River Gorge National Scenic Area (NSA). Including an analysis of these additional areas will allow the City to predesignate lands in the SMP so additional territory can be annexed unfettered by jurisdictional issues over shoreline management. While the City is opting to exercise its authority to predesignate, these areas remain under the jurisdiction of Skamania County until annexation occurs. The area outside the City's 2015 jurisdiction represents nearly 4.5 miles of the 10 total miles of shoreline characterized in this report.¹

1.1.1 Regulatory Overview and Definitions

This report limits its discussion to the Columbia River, Rock Cove, and Rock Creek based on the definitions and standards established by the state in the SMA and WAC.

80 **Shorelines of the State** – The SMP update process begins with the identification of "shorelines of the state" which comprise the geographic area where the SMA applies within a local jurisdiction. Shorelines of the State include "shorelines" and "shorelines of statewide significance.

Shorelines – "Shorelines" are described as certain water areas of the state along with the lands underlying them. The SMA applies to shorelines as follows:

- All marine waters.
- Rivers and streams with more than 20 cubic feet per second (cfs) mean annual flow.
- Lakes and reservoirs greater than 20 acres in area.
- Associated wetlands and river deltas.
- Shorelands adjacent to these waterbodies.

¹ *Recommendation #1-1 for SMP Update:* Evaluate and predesignate lands outside of the 2014 city limits as part of the final SMP.

Shorelines of Statewide Significance – The SMA provides special emphasis on certain waterbodies in addition to those described below. The Columbia River, as a river having a mean annual flow greater than 1,000 cfs, is considered a shoreline of statewide significance and is joined by others in the following categories:

- The harbors, bays, estuaries, and inlets of the Pacific Ocean.
- Several named and unnamed deltas, bays, and passages of the Puget Sound.
- Any lakes and/or reservoirs with a surface area greater than 1,000 acres.
- Any Western Washington river having a mean annual flow greater than 1,000 cfs.
- Any Eastern Washington river having a mean annual flow greater than 200 cfs or a drainage area greater than 300 square miles.
- Associated wetlands and river deltas.
- Shorelands adjacent to these waterbodies.

Shorelands – “Shorelines of the state” include more than just the waterbodies meeting the threshold. Its definition includes all lands extending landward for 200 feet from the ordinary high water mark (OHWM) as well as floodways and their landward floodplains within 200 feet.

Ordinary High Water Mark – The OHWM is used as the basis for identifying shoreline locations and can be found by examining the bed and banks of a waterbody to ascertain where the presence and action of waters are so common and usual that they have marked the land as distinctly different from the abutting uplands. Because the OHWM is not a fixed elevation and subject to change over time, it is difficult to map its location precisely. The shoreline jurisdiction depicted in Map 1 should be taken to represent the general location of shorelines in Stevenson, and the regulatory provisions established during this SMP update should require a case-by-case verification of the OHWM.²

Optional Areas – The City’s shoreline jurisdiction may also include areas outside of those mandated through the SMA – municipalities may elect to include certain optional areas as well. The most common cases involve the inclusion of 100-year floodplains and the buffers required to protect critical areas. Critical areas include aquifer recharge areas, frequently flooded areas, geologic hazard areas, habitat areas, and wetlands which are now required to be regulated by the City under the state Growth Management Act (GMA). Extending the shoreline jurisdiction to these areas increases efficiencies of the permitting process and minimizes confusion about what and how many regulations apply within shoreline areas.

1.1.2 Preliminary Shoreline Jurisdiction

Stevenson’s preliminary shoreline jurisdiction and predesignation areas are depicted in Map 1 and is based on the minimum jurisdiction for shorelines of statewide significance (Columbia River), shorelines (Ashes Lake, Rock Cove, and Rock Creek), associated wetlands, and their shorelands (areas within 200 feet of the OHWM of these waterbodies). Optional areas associated with wetland buffers and the 2007 Piper Road landslide are included in this preliminary determination of shoreline jurisdiction for future evaluation and consideration for

² *Recommendation #1-2 for SMP Update:* Include regulatory provisions requiring the OHWM be determined at the time of project review so that it is always based on the most recent information.

125 inclusion in the final SMP. The information in this report and the will of the public as it is identified during the
update process will help guide the decision about the inclusion of the optional areas.³

1.2 Methodology

130 Ecology provided the City with guidance for conducting this inventory and characterization through
meetings, correspondence, and written handbooks. Stevenson's Shoreline Inventory and Characterization
Report incorporates this guidance and reviews shorelines through a lens involving Ecosystem-Wide
Processes, Shoreline Ecological Functions, and Reach-Scale Indicators.

135 Through this lens, Ecosystem-Wide Processes refer to the dynamic physical and chemical interactions that
form, maintain, and change natural landscapes. These processes are fairly predictable, and changes to them
occur relatively gradually or with a great deal of human influence. As the outcome of these broad, landscape-
scale processes, Shoreline Ecological Functions occur at the middle scale and are more prone to direct
influence by human actions but the services they perform continue to operate to a greater or lesser extent
despite these influences.

140 At the finer level, Reach-Scale Indicators are easily measured proxies used to describe how well or poorly
Ecosystem Processes and Ecological Functions are working. Such indicators are helpful both because they
describe performance of multiple and interacting Ecological Functions, and because they are variable and
highly subject to changes based on human influence. Discreet and manageable, Reach-Scale Indicators can
be addressed more precisely at the site-scale during a permitting process, and their variability can therefore
be made more predictable. As a result, human investments in shoreline areas can continue with greater
certainty, and subject to changes based on the slower moving processes of the wider ecosystem and
economy. This "status quo" of existing conditions is what Ecology requires us to maintain with the phrase "No
145 Net Loss of Ecological Functions". The characterizations of this report describe the current state of these
processes, functions, and indicators so that Stevenson can protect local assets and achieve Ecology's
standard.

Additional description of the methodology used to characterize specific reaches is included in ICR Section
4.0, including the qualitative scale used for each reach-scale indicator.

³ *Recommendation #1-3 for SMP Update:* Evaluate and consider extending shoreline jurisdiction during later stages of
the SMP update, paying special attention to the benefits of eliminating redundancy in the permitting process.

Table 1.2-1 Stevenson’s Ecosystem-Wide Processes, Ecological Functions, and Reach-Scale Indicators

Characterization Methodology		Ecosystem-Wide Processes	Geology	Climate	Hydrology	Bonneville Dam
			Shoreline Ecological Functions		Reach-Scale Indicators	
			Water Quality Functions	Sediment Transport	303(d) Listings, Fish-Blocking Culverts, Impervious Surface Area, Permanently Protected Areas, Riparian Vegetation, Shoreline Stability, Urban Runoff, Wetland Acreage	
				Nutrient & Toxic Filtration	303(d) Listings, Available Floodplain Area, Impervious Surface Area, Permanently Protected Areas, Riparian Vegetation, Setbacks to OHWM, Urban Runoff, Wetland Acreage	
			Water Quantity Functions	Temperature Regulation	303(d) Listings, PHS Listings, Permanently Protected Areas, Riparian Vegetation, Setbacks to OHWM, Urban Runoff	
				Water Storage & Flow Regulation	Available Floodplain Area, Fish-Blocking Culverts, Impervious Surface Area, Overwater Roads & Structures, Riparian Vegetation, Urban Runoff, Wetland Acreage,	
		Habitat Functions	Input of Organics & LWM	Available Floodplain Area, Impervious Surface Area, PHS Listings, Permanently Protected Areas, Riparian Vegetation, Shoreline Stability		
			Connectivity to Suitable Habitat	Fish-Blocking Culverts, Impervious Surface Area, Overwater Roads & Structures, PHS Listings, Permanently Protected Areas, Riparian Vegetation, Setbacks to OHWM, Shoreline Stability, Wetland Acreage		

1.2.1 Data Sources

155 The data used in this characterization of the City's shorelines comes from the most current, accurate,
complete, applicable and available information from existing reports, site visits, and remote sensing data. A
160 number of state and federal agency data sources and City records, maps, aerial photos, and technical reports
were compiled as the basis for the shoreline inventory. Section 7.0 lists the data sources. The following were
among the most helpful:

- Stevenson Comprehensive Plan (City of Stevenson, 2013)
- 165 • Biological Assessment of the Effects of the Rock Creek Debris Removal, Bridge Protection and Fish
Habitat Improvement Project (SWCA Environmental Consultants, 2007)
- Lower Columbia Fish Recovery Plan (Lower Columbia Fish Recovery Board, various dates, including
2010)
- Wind/White Salmon Watershed (WRIA 29) Level 1 Technical Assessment (Envirovision, 2003)
- 165 • Rock Creek Watershed Analysis (U.S. Forest Service, 2000)
- Rock Cove Environmental Evaluation and Comprehensive Plan (Fishman Environmental Services,
1997)

1.2.2 Shoreline Reaches

170 Map 1 displays the shoreline waterbodies in the Stevenson area. The Columbia River is a shoreline of
statewide significance with annual flows over 1,000 cfs, Rock Creek, Rock Cove and Ashes Lake are shorelines
with annual flows of more than 20 cfs or an area of greater than 20 acres. Therefore, the Columbia River,
Rock Creek, Rock Cove, and Ashes Lake and their associated "shorelands" comprise the geographic area
where the SMA applies in the City.

175 To assess the physical and biological resources of the shorelines of these waterbodies, this inventory and
characterization breaks them into seven relatively homogeneous and manageable units based on geographic
location. The character of these reaches has been assessed and is described generally according to the level
of ecological functions they provide and by existing and projected land uses. Table 1.2-2 describes the reach
boundaries with greater detail found in the text sections for each reach.

Table 1.2-2 Shoreline Waterbodies & Reach Designations

Streams & Rivers	Reach Name	Description	Approximate Length	
			Predesignated	City Jurisdiction
Columbia River	Reach 1— Pre-designated East Urban Area	North bank of river from the eastern Urban Area boundary at the mouth of Nelson Creek downriver to city limits at the mouth of Kanaka Creek. Note: While the shoreline of this reach is outside of city limits and pre-designated, some shorelands and associated wetlands are within the City's current shoreline jurisdiction.	5,550 LF	0 LF
	Reach 2— Downtown Waterfront	North bank of river within city limits from the mouth of Kanaka Creek downriver to the mouth of Rock Creek	0 LF	4,175 LF
	Reach 3— Pre-designated West Urban Area	North bank of river from the mouth of Rock Creek downriver to the Urban Area boundary at SR 14 west of Stevenson Co-Ply site.	8,000 LF	0 LF
Rock Creek	Reach 1—City Reach	West/South bank of stream from its mouth upstream to city limits at Ryan Allen Road. East/North bank of stream from its mouth upstream to city limits near Lasher Street.	0 LF	10,375 LF
	Reach 2— Pre-designated Upper Rock Creek	West/South bank of stream from Ryan Allen Road upstream to Urban Area boundary. East/North bank of stream from city limits near Lasher Street upstream to Urban Area boundary.	5,325 LF	0 LF
Streams & Rivers Subtotal			18,875 LF (3.6 mi)	14,550 LF (2.8 mi)
Lakes	Description		Approximate Length	
			Pre-designated	City Jurisdiction
Rock Cove	Rock Cove—City Reach	Entire bank of lake, islands, and SR 14/ railroad berm.	0 LF	18,800 LF
Ashes Lake	Ashes Lake— Pre-designated	Extreme Northeast end of Ashes Lake within Urban Area boundary.	425 LF	0 LF
Lakes Subtotal			425 LF (0.1 mi)	18,800 LF (3.6 mi)
TOTAL			19,300 LF (3.7 mi)	33,350 LF (6.3 mi)

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1.3 Relationship to Other Plans and Programs

The SMA requires local governments and state agencies to review the plans, regulations, and ordinances applying to areas of shoreline jurisdiction and modify them to ensure they are consistent with the SMP. Waterfront lands are regulated by various local, state, and federal policies, and the SMP update needs to ensure these are integrated to avoid inconsistencies or conflicts between the regulations.

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1.3.1 Local Plans and Programs

Stevenson's SMP intersects with its comprehensive plan, municipal code, and other regulatory plans and programs to manage and regulate development in shoreline areas. Local plans and regulations that relate to shoreline management include those discussed in the next sections.

190 **Comprehensive Plan** – The Stevenson Comprehensive Plan (April 2013) uses the cornerstone principles of
high quality of life, natural/scenic beauty, healthy economy, and active waterfront to frame goals for growth,
development, and change in the city. The plan contemplates the use of area plans, such as the SMP, as
components of Stevenson's overall system of plans and one way to implement its strategies. The
comprehensive plan is intended to be acted upon, and Goal 4A addresses the waterfront when it lays out a
195 future where "the waterfront is an extension of the downtown core and a place where people live, work, and
play." The objectives and tactics adopted to advance the City toward that goal provide instrumental guidance
for the SMP update, as do the future land use map and several objectives and tactics associated with other
goals in the comprehensive plan. The SMP update process will also provide a feedback loop for the
continued relevance of the 2013 comprehensive plan, and that plan should be revisited and amended to
200 reflect the new SMP as an area plan to be implemented under the aegis of the comprehensive plan.⁴
Appendix B of this report provides a complete list of current comprehensive plan statements, objectives, and
tactics that interrelate with the SMP.

Zoning Code – The City and County zoning codes provides use, design, and procedural standards adopted
for all areas of the City, including those within the shoreline jurisdiction. The City's zoning code contains clear
205 but imperfect attempts to reconcile its design-based regulations with the existing SMP, especially within the
Commercial (C1), Commercial Recreation (CR), and Public Use & Recreation (PR) districts. However, there is
no evidence of any attempts to reconcile the use-based regulations or procedural requirements of the
existing SMP and zoning code. The SMP update process and annexation of property will provide
opportunities to better align shorelines policies and procedures with those of the zoning code.⁵

210 **Critical Areas Code** – Like the SMP, the state mandates that the City adopt regulations to protect what it has
deemed "critical areas," including aquifer recharge areas, frequently flooded areas, geologically hazardous
areas, habitat areas, and wetlands. This mandate came as part of the GMA, and the overlapping regulatory
requirements of critical areas protection and the SMA have been troublesome for many municipalities and
state agencies. These tensions have required guidance from the state courts, and the City's SMP update will
215 need to follow that guidance, which means that the City may either refer to the existing critical areas code in
the SMP or adopt specific critical areas provisions to apply when they exist in shoreline areas, or a
combination thereof.⁶

State Environmental Policy Act (SEPA) – The State Environmental Policy Act has been adopted locally as
SMC 18.04 – Environmental Policy. This program reviews all actions taken by the City to determine whether

⁴ *Recommendation #1-4 for SMP Update:* SMP update should include a list of desirable comprehensive plan changes to bring the two documents into alignment. Specific recommendations should be made regarding the 1975 SMP's references in Chapter 2 and Goal 4A.

⁵ *Recommendation #1-5 for SMP Update:* Evaluate and consider inclusion of the shoreline use, design, and procedural regulations adopted as part of the SMP Update as a component of a more unified development code along with those of the Zoning Code.

⁶ *Recommendation #1-6 for SMP Update:* Consider methods to integrate and reduce redundancy between Critical Areas and Shorelines permitting, especially regarding riparian habitat and wetland areas.

220 the action is likely to have a significant adverse environmental impact. Action is very broadly defined to include, among others, city-funded construction projects, policy adoption, and permitting of private projects. The City's decision to take such actions must be mindful of whether projects will have a significant impact, whether their impacts can be mitigated, and the full scope of the impact if unavoidable. Checklists associated with SEPA are required in all areas of the city, including those within shoreline jurisdiction.⁷

225 **1.3.2 State and Federal Plans and Programs**

The City's SMP must also be compatible with state and federal regulations and programs that relate to shoreline management. State and federal regulations and programs that intersect with Stevenson's SMP update are listed alphabetically below.

230 **Bonneville Dam** – The Bonneville Lock and Dam Project and the Bonneville Power Administration (BPA) are components of a federal water resource management program designed to manage flood risk, generate power, improve water quality, provide irrigation, and preserve and enhance fish and wildlife habitat, recreation, and navigation on the Columbia River and some of its tributaries. Bonneville Dam, located 6 miles downstream from Stevenson, is the earliest in a system of 31 hydropower dams generating power which the BPA distributes throughout the Pacific Northwest. To balance the diverse needs of this water resource management program, the U.S. Army Corps of Engineers (USACE) operates Bonneville Dam and the Columbia River as a system, raising and lowering water levels in the Bonneville Pool based on complex projections of the system's water availability and power generation demands. This artificial control has a great effect on the water and sediment regime of the City's shoreline areas as will be discussed in section 2.4.

235 **Clean Water Act (CWA)** – Section 401 of the federal CWA requires projects obtain certification from the state regarding compliance with water quality standards and other aquatic resource protections under Ecology's purview. Section 404 of the CWA regulates the discharge of dredged or fill material into waters of the United States. Any project that proposes such impacts in waters of the United States, including special aquatic sites such as wetlands, must obtain a permit from USACE.

240 Under the authority of the CWA, the Environmental Protection Agency (EPA) authorizes Ecology to issue permits under the National Pollutant Discharge Elimination System (NPDES). This system covers a wide range of projects that discharge water. They are referred to as point source projects and include wastewater treatment plants, industrial facilities, and large construction sites. The program also covers a graduated system of municipal separate storm sewer systems (MS4s) to eliminate pollution from stormwater runoff. Two phases of this program have been implemented to cover medium and large cities, but because of Stevenson's size and location, its stormwater system is exempt from MS4 regulation. Ecology's Stormwater Management Manual for Western Washington (2014) provides useful technical information and alternative low impact development (LID) methods for managing runoff to help minimize pollution even in smaller communities.⁸

250 **Columbia River Gorge National Scenic Area Act** – Congress passed the Columbia River Gorge National Scenic Area Act in 1986 to protect and enhance the scenic, cultural, recreational, and natural resources of the

⁷ *Recommendation #1-7 for SMP Update:* Develop shoreline management policies that will help ensure projects avoid determinations of significant adverse environmental impacts under the SEPA.

⁸ *Recommendation #1-8 for SMP Update:* Evaluate and consider LID methods identified in the 2014 stormwater manual as appropriate to limit net loss of shoreline ecological functions.

Columbia River Gorge – the National Scenic Area, or NSA. The Act also seeks to protect and support the economy of the Gorge by encouraging growth within existing urban areas like Stevenson. Unlike Washington’s GMA, the Act is focused far more on *resource management* than *growth management*. Whereas the statewide GMA establishes urban growth areas that are expected to continually expand to meet the population management demands of projected 20-year growth, the NSA Act established urban areas within which all industrial development and most commercial and residential development are expected to occur. Minor revisions to the NSA boundaries are permissible, but not at the expense of the scenic resources the Act was established to protect. While the Act severely limits the types of development that can occur outside the urban areas, it places no planning requirements or development restrictions on the City. Instead, it increases the pressure for Stevenson to accommodate the growth and uses prohibited elsewhere in the NSA. Stevenson’s SMP will be a key ingredient of the place-based solution required to absorb the added development pressures created by the Act.

Endangered Species Act (ESA) – The federal ESA was adopted in 1973 as a regulatory measure to prevent the extinction of plant and animal species. By establishing a “consultation” process, the Act provides for the conservation of species that are endangered or threatened throughout all or a significant portion of their range. During consultation, the National Marine Fisheries Service (NOAA Fisheries) (NMFS) and/or US Fish and Wildlife Service (USFWS) review project proposals to ensure they do not result in the “take” of a listed species. Take is broadly defined as any action that would “harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such action.” Agency feedback must then be accommodated by the project.

Hydraulic Project Approval (HPA) – The state HPA program applies to any construction activity that would alter the bed or bank of a water of the state. The program is administered by the Washington Department of Fish and Wildlife (WDFW). All projects covered by the requirements must submit permit applications to show that construction is done in a manner that prevents damage to the state’s fish, shellfish, and their habitats.

Magnuson-Stevens Fishery Conservation and Management Act – This national act protects fish and fisheries in the high seas and the anadromous species spawning in the rivers of the United States. The act was originally adopted in 1976, and its focus on the nutritional, economic, and recreational value of fish species differentiates it from the ESA. Whereas the latter seeks to prevent the extinction of the species it protects, the Magnuson-Stevens Act seeks to maintain stocks of the species it protects to ensure optimum ongoing yields for human consumption.

Migratory Bird Treaty Act – Originally adopted in 1918 as a treaty with Canada, this federal law has been updated based on additional treaties with Mexico, Japan, and Russia. The Act seeks to prevent the unlicensed killing, capturing, and commodification of migratory birds and their products (feathers, eggs, nests, etc.). The Act also authorizes the Secretary of the Interior and the President to adopt suitable regulations regarding the methods by which certain species of migratory birds may be hunted, captured, or commodified. The Migratory Bird Treaty Act does not deal specifically with bird habitats and is primarily implemented through state game wardens and hunting license provisions.

Rivers and Harbors Act of 1899 – The USACE reviews projects for compliance with Section 10 of the federal Rivers and Harbors Act of 1899, which seeks to prohibit the unauthorized obstruction or alteration of navigable waters of the United States (waters subject to the ebb and flow of the tide and/or are presently used, previously used, or subject to future use to transport interstate commerce) without a USACE permit.

Washington Lower Columbia Salmon Recovery and Fish & Wildlife Subbasin Plan – An integrated plan satisfying the requirements of several state, regional, and federal programs. This plan is adopted by NMFS as a non-regulatory guidance document. The purpose of the plan is to restore the region’s threatened fish species to healthy, harvestable levels and to protect and enhance other species adversely affected by human actions. The plan provides site-specific management actions necessary for the conservation and survival of threatened species, measurable criteria that be used to delist recovered species, and the project inventories, priorities, and cost estimates necessary accomplish recovery goals.

Water Pollution Control Act – All projects affecting surface and ground waters in the state, including those that are not subject to the CWA sections 401 and 404, must still comply with the provisions of the state’s Water Pollution Control Act. It authorizes Ecology to operate a state waste disposal permitting system for industrial, commercial, and municipal discharges of pollutants.

Other relevant federal laws include the National Environmental Policy Act, Anadromous Fish Conservation Act, and the Clean Air Act. State laws that address shoreline issues include the Forest Practices Act, tribal agreements and case law, the Watershed Planning Act, the Water Resources Act, and the Salmon Recovery Act.

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2.0 Ecosystem-Wide Processes

Ecosystem-wide processes are the dynamic physical and chemical interactions that form and maintain natural landscapes. These processes occur over large landscapes that include both shoreline areas and the wider watershed draining to the shoreline. The SMA requires local jurisdictions to consider the ecosystem-wide processes that are at play in shaping the structure of shorelines.

This section of the shoreline inventory and characterization report describes ecosystem-wide processes and the structures they have created. It focuses on the swift and cataclysmic nature of the ecosystem-wide processes at work in Stevenson and the Columbia River Gorge. The natural forces of geology, climate, and hydrology are especially visible in Stevenson. They are characterized below because of the massive scale of their impacts on Stevenson's shorelines and because they demonstrate the complexity of developing place-based solutions to problems that can change overnight because of causes that are beyond Stevenson's ability to influence.

2.1 Geologic Processes

In a place known for its jaw-dropping waterfalls and picturesque cliff faces, geology is *the* story of the Columbia River Gorge. The characters in this story include the joints between layers of sedimentary and igneous rock units, the lifting and folding of the ground caused by the shifting of the Earth's plates, and the persistent forces of gravity, water, and their conflicting relationship with beauty and destruction. The descriptions in this section quite literally set the stage upon which Stevenson and the ecosystem-wide processes play out.

2.1.1 Rock Units

The oldest and deepest geologic formation in the Stevenson area is called **the Ohanapecoh Formation**. This sedimentary layer is rarely visible from the surface, but some layers of its tuffs (igneous rock that forms from the debris ejected by explosive volcanic events), breccias, conglomerates, sandstones, and claystones (various types of sedimentary rocks composed of rock fragments cemented within a matrix of smaller particles) are exposed in the Wind River canyon beneath and upstream of Carson's Conrad Lundy ("High") Bridge to the east of Stevenson.

The Stevenson Ridge Volcanics (sometimes referred to as Stevens Ridge Volcanics) is an igneous layer of basaltic-andesite lava and breccias flows visible in several places near Stevenson, especially along the shorelines of the Columbia River and in cuts for BNSF railroad tracks. This layer is highly permeable along its fractures and columnar joints and water percolates relatively freely through the Stevenson Ridge Volcanics, where it is then impeded by the relatively impermeable layer of thick clay-rich paleo-soil horizon that separates the Stevenson Ridge Volcanics from the underlying Ohanapecoh Formation.

The Eagle Creek Formation is the thickest rock unit in the Stevenson area and overlies the Stevenson Ridge Volcanics. This sedimentary formation consists of volcanic conglomerates, sandstones, and mudstones

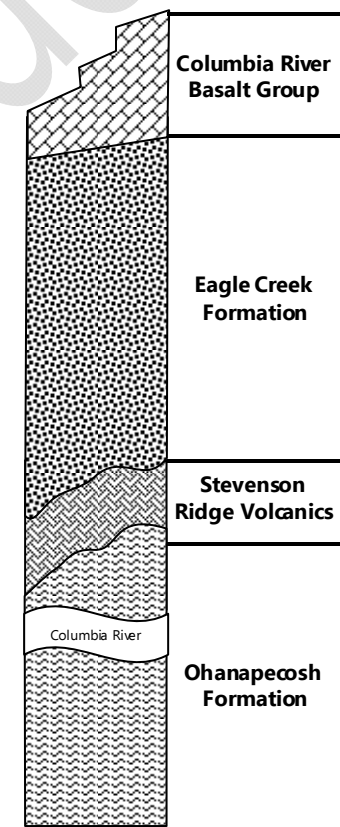


Figure 2.1-1 Generalized Stratigraphic Column

Figure Credit: Ben Shumaker, based on Berri & Korosec (1983) & Yinger (2007)

365 deposited as fluvial sediment drained from a volcanic terrain. This layer is visible in the stratified cliff faces of Red Bluffs and Table Mountain to the west of Stevenson. A thick clayey soil horizon separates the Eagle Creek Formation from the underlying Stevenson Ridge Volcanics and impedes the movement of water from one layer to the next.

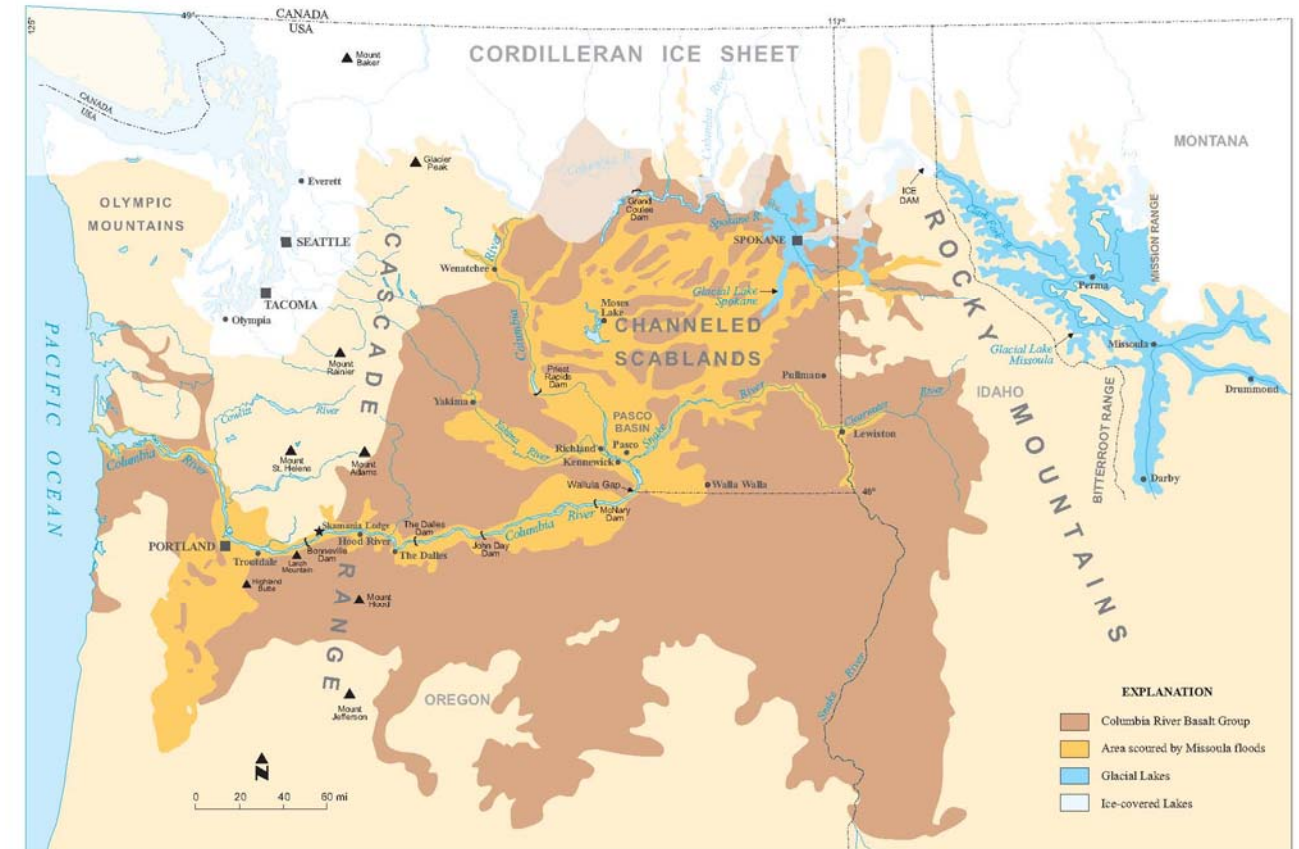


Figure 2.1-2 Columbia River Basalt Group & Missoula Floods

Figure Credit: Norman & Roloiff (2001)

370 **The Columbia River Basalt Group**, typically the darling of the Columbia River Gorge's geologic story, provides the uppermost and—at nearly 17 million years old—the youngest rock unit found in the Stevenson area. This series of basalt flows flooded out of eastern Washington and Oregon at an average rate of 3 miles per hour covering more than 100,000 square miles of territory with molten rock. Filling in the ancestral Columbia River valley on their way to the Pacific Ocean, these flows of rock pushed the river itself to the northern margin of the trough. Nowhere is this more visible than in the stretch of river valley near Stevenson where one can see what happens when a river is caught between a rock and a not-so-hard place. Here on the south side of the Gorge, the layers of the Columbia River Basalt Group form cliffs approximately 2,000 feet thick. Just over on the north side of the river, however, these massive flows are limited to small areas and generally cap only the highest ridges. Instead, the river cuts through the older and more erosive formations described above. The beautiful and destructive results of this anomaly are described more fully in section 2.1.3.

2.1.2 Plates, Faults, and Folds

The process of plate tectonics has been well documented as the force behind dramatic events like volcanic eruptions and earthquakes, but it also results in more subtle shifts to landscapes that drive ecological

385 processes at the local level. In places like Stevenson where multiple geologic processes converge, the shifts are often less subtle, with discrete change-inducing events occurring relatively frequently.

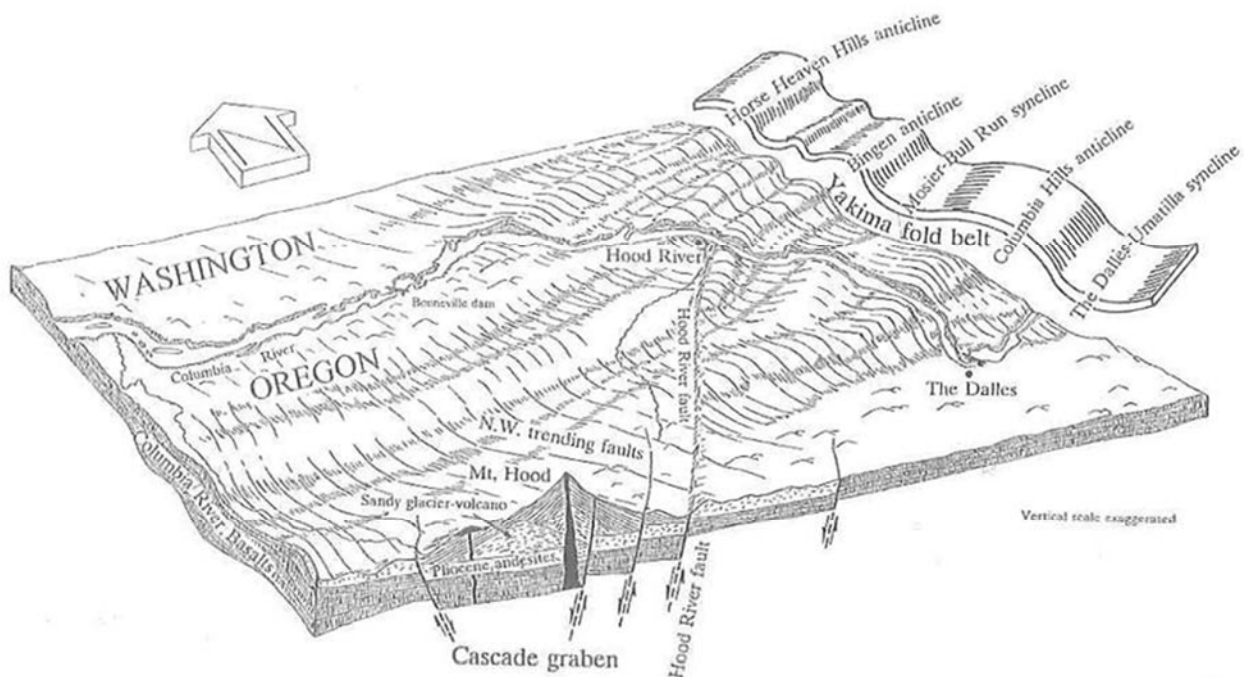


Figure 2.1-3 Yakima Fold Belt

Figure Credit Orr & Orr (2012)

390 The constant shifting, convergence, and compression of the Earth's plates upon one another in the 17 million years since the Columbia River Basalt Group flooded the ancestral Columbia River Valley have created a regional feature known as the **Yakima Fold Belt**. Northwest-southeast compression in this area has resulted in broad northeast trending folds of anticlines (convex upward folds of the geologic strata—hills) and synclines (concave downward folds of the geologic strata—holes) and northwest trending strike-slip faults (intra-plate faults separating individual sides of a rock unit that move laterally along a near-vertical crack). The south-facing slope of one of these folds underlies Stevenson, the Columbia River, and the surrounding landscape. Dipping southeasterly at an angle between 2 and 10 degrees, the orientation of this fold conspires with other ecosystem-wide processes and is another key contributor to shoreline structure and ecosystem functions, especially the persistent admission of new sediments into the water columns of Rock Creek and the Columbia River.

2.1.3 Landslides and Waterfalls

400 The combination of alternating rock units separated by thick clays, the deep percolation of surface waters through faults and fractures in the rock units, and the steep angle at which these units have been folded has been referred to by geologists as a "well-greased skidboard" (Waters, 1973, as quoted in O'Connor and Burns, 2009). Thousands of years' worth of Columbia River erosive power has ensured the freedom of movement on this skidboard as gravity exerts its force. Two sets of cataclysmic experiences demonstrate the power of these lateral and vertical forces and their effects on Stevenson's shorelines.

410 The **Missoula Floods** (also referred to as the Bretz Floods) produced some of the earliest recognizable landslides in the Stevenson area. This series of floods resulted from the repeated formation and breaching of Lake Missoula, a glacially dammed lake that covered much of western Montana. The ice dam broke approximately 80 times during a 6,000-year period between 18,000 and 12,000 years ago and sent torrents of floodwater racing across eastern Washington and down through the Gorge on their way to the Pacific Ocean. As depicted on Figure 2.1-2, the waters of Lake Missoula spread out over the relatively homogenous flood basalt bedrock of eastern Washington to form the Channeled Scablands, but as they funneled into the Gorge, the floods' destructive cocktail of ice, rock, water, and biological debris reached depths of more than 1,000 feet and scoured the hill slopes, leaving behind cliff faces free of vegetation and soil.

415 These exposed faces are still visible today at the approximately 800-foot elevation line and contribute to the dramatic scenery of the eastern Columbia River Gorge. The waters had a far different effect near Stevenson as they were pushed to the margin between the Columbia River Flood Basalts and the softer Eagle Creek Formation. These floods exposed the thicker basalt layers on the Gorge's south side, leaving near vertical walls supported by the intact bedrock farther down-gradient of the underlying fold terrain. It is over these
420 walls of rock that many of the Gorge's spectacular waterfalls tumble. On the north side of the Gorge, however, the water's power stripped away the basalt and underlying sedimentary rock, leaving nothing down-gradient on the fold terrain to stabilize the rock units above. It is for this reason that the northern side of the Gorge is home to fewer waterfalls and more landslides.⁹

425 The **Cascade Landslide Complex** is one such set of landslides. Beginning approximately 1,000 years ago, the southern slopes of Table Mountain and Greenleaf Peak began mass wasting into the Columbia River through a series of landslides covering nearly 15 square miles, temporarily damming, and subsequently diverting, the Columbia River channel 1.5 miles south of its pre-slide location. The Bonneville Landslide is the most recent and, as the progenitor of several Bridge of the Gods legends, the most well-known landslide of this complex. A landscape-based allegory about love, loss, and familial relations, one Native American legend tells of two
430 brothers, Wy'East (Mount Hood) and Pahto (Mount Adams), battling over the love of Loowit (Mount St. Helens). When Old Coyote grew tired of his sons using the land bridge across the Columbia to fight with each other, he settled their quarrels by collapsing the bridge and forever separating the land on each side of the river.

435 Empirical evidence confirms that this area would have been dammed by the slide, and even if the allegorical bridge did not represent the type of free-spanning bridge of the European Americans' imaginations, it still provided some type of ford or dike over which people could "cross the river without getting their feet wet" (Lawrence and Lawrence, 1958, as quoted in O'Connor and Burns, 2009). Today's evidence also indicates that the impounded waters behind this dam rose more than 60 feet and stretched more than 70 miles upstream and, when they overtopped and breached the land bridge, they left observable marks of floodwaters nearly
440 100 feet deep at Troutdale, Oregon.

Though the exact date of the Bonneville Landslide is being debated, radio carbon dating indicates it occurred only 600 years ago. This timeline is generally borne out by modern historical Native American accounts,

⁹ *Recommendation #2-XX for SMP Update*: Evaluate geologically hazardous areas along shorelines for inclusion within Shoreline Jurisdiction and consider voluntary protective measure and/or special standards for site development in such areas.

which instead of relying on “myth time” or “the time before memory” describe a time when their own known and remembered ancestors traveled by canoe between the Pacific Ocean and Celilo Falls without obstruction.

445 Although the dam created by the Cascades Landslide Complex has long since been breached, its effects remain visible and are important determinants of the human inhabitation of this area. Early European-American comments focused on this area as a natural feature. In 1805, during Lewis and Clark’s westward journey, they observed the peculiar submerged stumps of upstream trees followed by the harrowing Cascade Rapids, or, as Captain William Clark called them, the “Great Shoote” (Figure 2.1-4). The dangers of the Cascade Rapids were also feared by settlers moving along the Oregon Trail—as they rafted downriver, many

450 lost their belongings or their lives to the jagged rocks clogging the Columbia’s narrowly channelled waters.

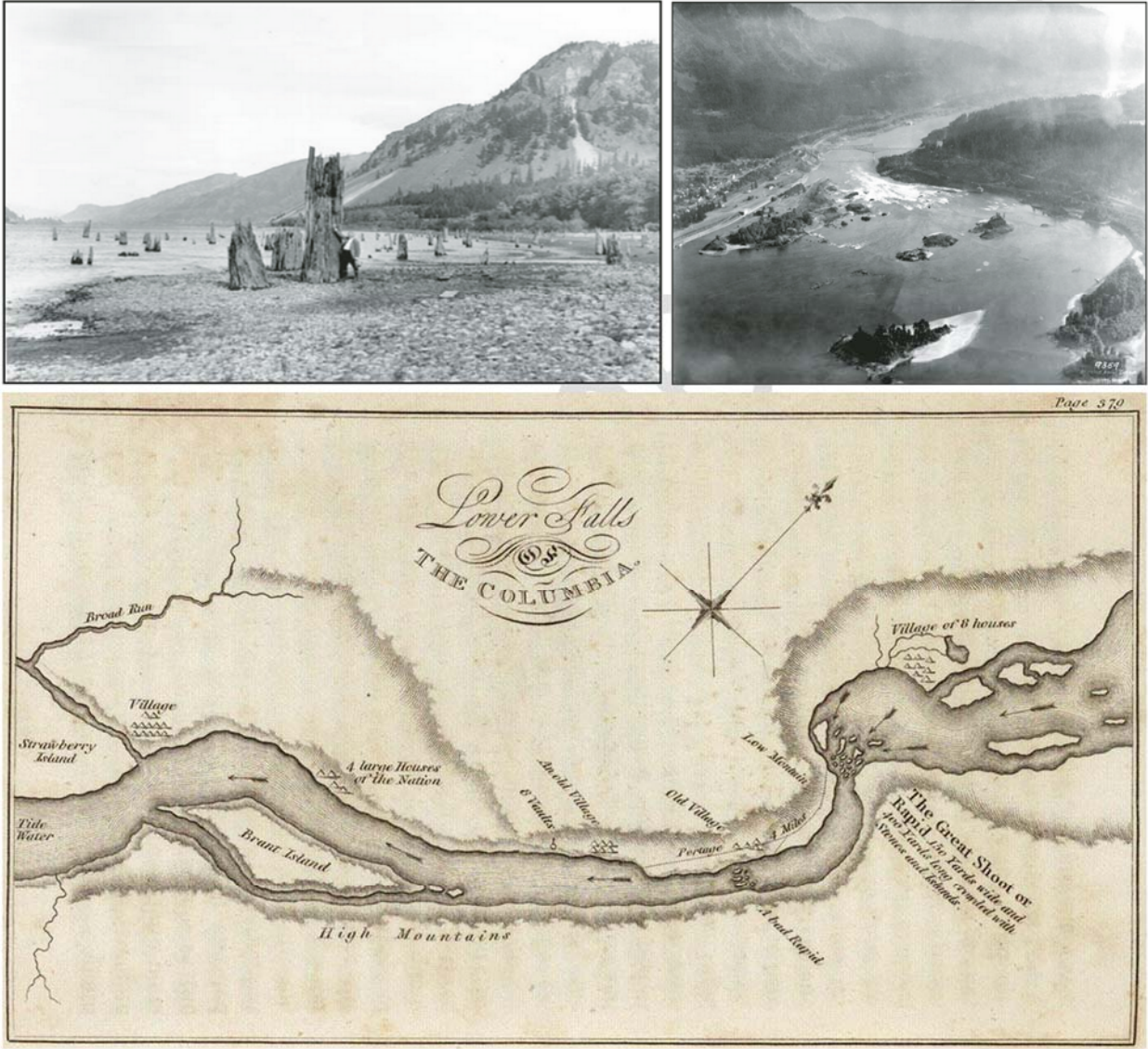


Figure 2.1-4 Early Observations of the Bonneville Landslide

Upper Left: Submerged tree stumps near Wind Mountain. Upper Right: Cascade Rapids and Cascade Locks.

Lower Map: 1815 Map of the Lower Falls of the Columbia, based on Captain William Clark’s 1805 sketch.

Figure Credits: D.H. Lawrence & Oregon Historical Society (1933), US Army Corps of Engineers (1928), taken from O’Connor & Burns (2009), and Cartography Associates, David Rumsey Collection (1998)

Not to be outdone by the environmental obstacles, accounts of the human presence at this funneling of the Columbia soon began to reveal the strategic importance of the area for travel and trade. Native Americans
455 recognized this long before Lewis and Clark's paddles plied these waters and were there to witness, aid, and exploit these and later explorers as they attempted to avoid this dangerous stretch of water by using the already well-worn portage trail.

The earliest accounts of European Americans focused on the perceived "otherness" of these peoples' dress, physical features, and social hierarchies, but soon the otherness of their trading and tolling customs
460 increased in importance. Commonly accepted customs and cultural expectations of the Native Americans were unknown to the European Americans, whose trading practices and land settlement patterns were foreign to the Native American populations. Disagreements soon led to violence. The number of incidents initiated by one group or another waxed and waned. The Hudson's Bay Company opened Fort Vancouver in 1825, but by the 1850s, the military and organizational force of the U.S. Army was deployed to the Cascades
465 where three forts (including Fort Vancouver) were set up along the Columbia's north shore, and the control of this strategic stretch of river was ceded to the hands of European Americans.

The strategic value of Stevenson's location at the head of the Cascade Rapids materialized in the decades after European Americans solidified control of the Columbia River and as steam-powered sternwheelers replaced rafts as the primary mode of transportation. In the 1890s, brothers George and Momen Stevenson
470 of the Stevenson Land Company saw opportunity in a landing dock owned by Henry Shepard and his family on a river terrace pinched between the outlets of two wood-filled watersheds. Here, they purchased land and laid out the "Plat of Stevenson," an irregularly shaped, eight-block grid focused on its Columbia River wharf. The site became a strategic stopping point for refueling and relaxation as boats and passengers prepared for or recuperated from the passage through the Cascade Rapids. To serve the needs of the boats, cordwood
475 from the surrounding hillslopes crowded the pier, ready to stoke the boilers of sternwheelers like the famous *Bailey Gatzert* on the route between Portland and The Dalles. Likewise, hotels and saloons crowded Stevenson's "Whisky Row," ready to quell the needs of weary and thirsty travelers.¹⁰

2.2 Climate

Stevenson's peculiar geologic setting magnifies the effects of ecosystem-wide processes related to climate
480 and the atmosphere. Marine air masses from the Pacific Ocean largely determine the climate regime on the western side of the Cascade Range, while continental air masses from northern latitudes in British Columbia hold sway over the climate on the eastern side of the range. Stevenson is sited squarely in the transition zone between these two climate regions, and its average temperatures show a predictable gradient between the two. Local precipitation and wind patterns in Stevenson, however, demonstrate entirely different gradients
485 that are unlike any other areas in the state.

2.2.1 Temperature

To the west of the Cascade crest, air masses move in from the Pacific Ocean and maintain fairly moderate air temperatures throughout the year, with average monthly temperatures ranging from 37° to 67° F. This variability is seasonal and primarily because of the sun's effect on the region's high latitude. The high

¹⁰ *Recommendation #2-XX for SMP Update:* Consider how the Stevenson shoreline areas can accommodate modern-day uses equivalent to the nineteenth-century amenities that led to the town's early success as a refueling and relaxation hub while still following the priority order of shoreline use preference established by WAC 173-26-201(2d).

490 altitudes of the Cascade Range mitigate the influence of this warm air, and to the east, the air masses from
the Canadian interior have greater influence. Average monthly temperatures there range from 33° to 76° F.
While the lower lows are a direct result of air stream patterns, the higher highs arise from the thermal gains
imparted on the land by the high summer sun. Stevenson's average monthly temperatures tuck neatly
495 between the averages on either side of the Cascade Range, with December being the coldest month with a
temperature of 34.5° F and August being the warmest month at 69° F.

Figure 2.2-1 Temperatures & Precipitation Rates for Stevenson & Two Neighboring Climate Regimes (30-Year Average)

	St. Helens, OR	Battle Ground, WA	Stevenson, WA*	Prosser, WA	Kennewick, WA
Highest Temperature Month	67.2° F (Aug)	65.0° F (Aug)	68.9° F (Aug)	74.2° F (July)	76.0° F (July)
Lowest Temperature Month	37.1° F (Dec)	38.5° F (Dec)	34.5° F (Dec)	32.9° F (Dec)	34.3° F (Dec)
Annual Precipitation	46.64 in.	52.60 in.	77.52 in.	8.94 in.	7.73 in.
Highest Precipitation Month	7.22 in. (Dec)	8.14 in. (Nov)	12.64 in. (Nov)	1.36 in. (Dec)	1.13 in. (Dec)
Lowest Precipitation Month	0.72 in. (July)	0.87 in. (July)	0.92 in. (July)	0.20 in. (July)	0.18 in. (Aug)

Data Credit: NOAA (2010)

*Stevenson Data is taken from Bonneville Dam, located ~5 miles to the west

2.2.2 Wind

500 Associated with the different temperature regimes, the Cascade Range also separates different atmospheric
pressure regimes. Wind is created as high pressure air moves toward lower pressure air. Often, the pressure
differential is a result of surface air temperatures: as surface air heats up, it rises, leaving behind a vacuum
into which cooler surface air is pulled. Lower elevations in such systems experience this effect to a greater
505 degree than higher elevations, and as the only near sea-level pass through the Cascades, the Columbia Gorge
provides the primary conduit through which the pressure regimes interact—and through which winds are
funneled.

510 Because of the seasonal differences in temperatures on each side of the Cascades, there are also seasonal
differences in the direction of prevailing winds. In the summer months, the hot continental air to the east of
the Cascades rises, pulling west winds through the Gorge that increase in intensity as daytime heating
increases the pressure differential. These summertime thermals produce the dependable and strong winds
lauded as world class by sailors, windsurfers, and kiteboarders. The exhilarating rush of being pulled by 30-
515 mph winds draws daytrippers from the Portland/Vancouver area and seasonal recreationalists from across
the world.¹¹ In the winter, winds move in the opposite direction as the warmer maritime air to the west of the
Cascades draws the cold continental air from the east. Anomalies to these norms do occur, but east winds
during the summer and west winds during the winter are comparatively infrequent and short in duration.

515 A phenomenon known as "gap flow" also occurs through the Gorge, which affects wind intensity based on
the direction of flow. As air moves down the pressure gradient—from high to low/cool to warm—it
accelerates and the strongest winds are observed at the gap's exit. This flow is well known to wind-based
recreationalists whose preferred launch spot could be anywhere along the length of the Gorge depending on
the wind direction. On west-wind days, thrill seekers will travel east towards Hood River and The Dalles to

¹¹ *Recommendation #2-XX for SMP Update:* Develop tools to accommodate the unique uses related to wind-based recreation and position Stevenson to corner the emerging markets associated with these forms of water-dependent shoreline recreation.

520 capture the intense wind near the gap's exit. East winds will draw them to Stevenson and other launches on the west end of the Gorge.



Figure 2.2-2 Wind Recreation on the Columbia River
Left Photo: Windsurfers rig their sails at Bob's Beach.
Right Photo: Kiteboarders carve into the wind, sharing tight spaces on the water.

Photo Credits: Left, Dawn Nielson (2008) Right, Carol Bohstad (2009)

2.2.3 Precipitation

525 Seasonal variations in temperature also interact with the air's moisture content to produce differing patterns of precipitation on each side of the Cascades. To the west, the consistently moist maritime air is most noticeable in the wintertime when temperatures are far below the point when water vapor saturates the air to coalesce as precipitation. The result involves persistent stretches of clouds and more than 65 percent of the approximately 50 inches of annual precipitation falling between November and March. The opposite is

largely true during the warm summer months, when higher temperatures rarely fall below the point when the water vapor in the air coalesces, and rain is infrequent.

The higher altitudes of the Cascade Range also affect the air's moisture content, causing most of it to fall out before it reaches the Columbia Basin to the east. The limited precipitation that does fall on the eastside amounts to only approximately 8 inches, and, with only 60 percent of the annual rain falling between November and March, it is spread more evenly over the year than on the west side.

Due in part to Stevenson's location along the Cascade crest and in part to the air mass interactions facilitated by the Columbia River Gorge, Stevenson's annual precipitation, measured at the Bonneville Dam, is greater than the precipitation falling on the surrounding regions. At the Bonneville Dam, 5 miles downstream of Stevenson, the 30-year average annual precipitation is approximately 78 inches, 70 percent of which falls in the five months between November and March.¹²



Figure 2.2-3 Freezing Rain: Beautiful, Dangerous

Photo Credit: Dawn Nielson (2005).

¹² Recommendation #2-XX for SMP Update: Consider how this amount and timing of precipitation impacts the City's stormwater system as it outlets to shoreline areas and whether this impact can be lessened.

545 Wintertime interactions between the neighboring climatic regimes are of special note for the Stevenson area
because of the potential dangers involved. High-level atmospheric snows falling through a layer of moist,
warm Pacific air often melt into rain before falling through the cold air mass from the Columbia Basin. If the
Columbia Basin air mass is thick, this mixture will refreeze as sleet before it reaches ground level, but often it
will fall as super-cooled water and refreeze when it reaches a cold surface or solid object. The glaze of ice
550 that results from these "silver thaws" threatens to down habitat-friendly trees, results in shoreline
modifications to replace overhead utility lines, and makes pedestrian and vehicular travel dangerous.¹³

2.3 Hydrology

555 As the regional climatic patterns deposit rain and snow from above, Stevenson's geologic setting transmits
them downstream to form the structures of Stevenson's shorelines. Ashes Lake, Rock Cove, Rock Creek, and
the Columbia River are formed through the various groundwater and surface water hydrological processes
described here.

2.3.1 Groundwater

560 Specific studies on aquifers and groundwater movement have not been conducted in the Stevenson area, but
previous studies made several general observations based on the geology of the basin.¹⁴ These studies
describe three general types of groundwater, including perched water tables (small aquifers trapped by clay-
rich layers between rock units), artesian wells (including warm or hot springs), and the Bonneville Landslide
aquifer.

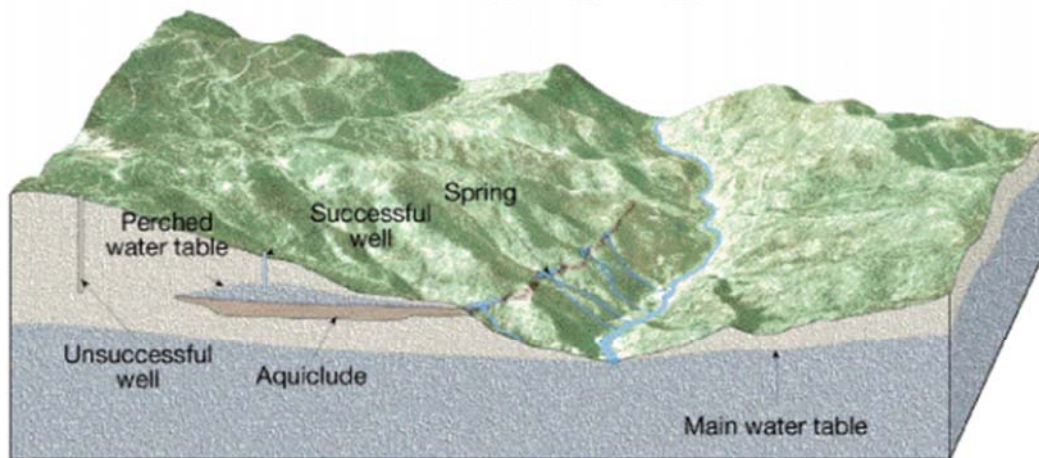


Figure 2.3-1 Perched Water Tables, Springs, and Unsuccessful Wells

If deep wells in the Stevenson area are likely hydrologically connected to the Columbia River. Springs and shallow wells are likely connected to perched water tables in the Rock Creek basin.

Figure Credits: Tarbuck, et al. (2005)

¹³ *Recommendation #2-XX for SMP Update:* Consider methods to increase resiliency during winter storm events, including burying overhead utility lines in shoreline areas and the voluntary or assisted replacement of downed vegetation.

¹⁴ *Recommendation #2-XX for SMP Update:* Consider future studies of aquifers and groundwater in the Rock Creek basin similar to those conducted by the U.S. Geological Survey for the basins in Hood River and Wasco counties.

565 The Bonneville Landslide aquifer is one of the more important groundwater features because of its
relationship to Stevenson’s municipal water supply and influence on Rock Creek. The high permeability of
ground above this aquifer allows the ready percolation of precipitation through the landslide’s jumbled
deposits. Through the not-always-intuitive connectedness of ground and surface waters, these waters travel
along the margin of the landslide and its underlying rock units to emerge as springs and supply the base flow
for a Rock Creek tributary. Surface waters are drawn from this tributary—and also from Rock Creek during
certain flows—for treatment and delivery to the taps of the homes and businesses connected to the City’s
570 municipal system. Those not served by this system draw their water from wells drilled into or springs
originating from perched water tables—with varying degrees of reliability. To overcome unreliable sources,
surface and ground water withdrawals are expected to continue along Stevenson’s shoreline areas, especially
within the Rock Creek watershed.¹⁵

575 Groundwaters in the Stevenson area also engage in a complex interrelationship with the local climate and
geology. By building up a thick deposit of ice glaze on all exposed surfaces, wintertime icing affects the
infiltration of water into the ground. By freezing the outlet of springs, winter temperatures reduce the
discharge of groundwater into streams and cause temporary rises in the groundwater table and increased
hydrostatic pressure within the soils. The reduced stability of slopes during states of high hydrostatic pressure
increases the likelihood of landslides.¹⁶ Ground movement creates new or expanded fractures affecting the
580 location, recharge, and/or presence of perched water tables and springs.

2.3.2 Ashes Lake

585 Ashes Lake is an approximately 57-acre backwater of the Columbia River created behind a railroad berm
when the Bonneville Pool inundated a lowland. While the waters of the lake lie outside the Stevenson urban
area, a portion of its shorelands are included within the area the City may annex in the future. It is included
here to allow the City to predesignate shoreline environments within the Stevenson urban area.

2.3.3 Rock Cove

590 Previously known as Stevenson Lake and the Hegewald Mill Pond, Rock Cove is an approximately 75-acre
backwater of the Columbia River which, like Ashes Lake, was created behind a railroad berm when the
Bonneville Pool inundated a lowland (approximately 75 feet above sea level). Prior to completion of the
Bonneville Dam, the area that is now Rock Cove was pasture and agricultural bottomland composed of the
deltaic deposits from Foster and Rock creeks (See Section 4.6.). Today, this same area is fed by Foster Creek
on its western side, but the small stream does little to affect hydrology or water levels in the cove. Instead,
water levels can fluctuate daily by several feet based on decisions made by the USACE and BPA at the
Bonneville Dam.¹⁷ Deep-water areas of the cove are typically between 10 and 15 feet below the water’s
595 surface.

¹⁵ *Recommendation #2-XX for SMP Update:* Consider private and municipal water supply needs when developing allowed uses in shoreline areas.

¹⁶ *Recommendation #2-XX for SMP Update:* Consider developing voluntary restoration activities and regulatory standards that decrease or avoid increased hydrostatic pressures within shoreline soils, potentially including the impacts of stormwater control facilities, on-site septic systems, and other land uses and developments.

¹⁷ *Recommendation #2-XX for SMP Update:* Acknowledge the City’s lack of control over water levels and flow regimes in the SMP’s goals and regulations for Rock Cove shorelines.

2.3.4 Rock Creek

600 The Rock Creek watershed is more than 43 square miles in area with a dendritic drainage pattern. The stream runs generally from the northwest to the southeast over its 15-mile course. Elevations in the watershed range from nearly 4,000 feet above sea level at the headwaters of the creek on Lookout Mountain to near 80 feet at its outlet into the Columbia River in Stevenson. Approximately 90 percent of the watershed lies in the rain-dominated and rain-on-snow precipitation zones described by the Washington Department of Natural Resources (DNR). Less than 1.5 miles of this course lies within the Stevenson urban area, and all of the watershed within the urban area is in the rain-dominated category.

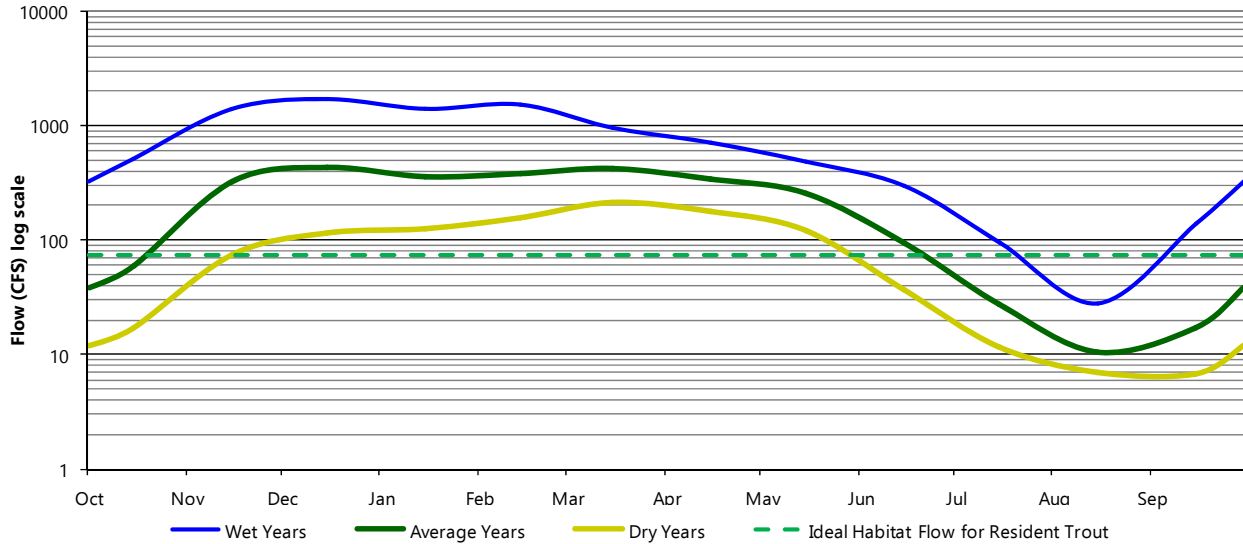


Figure 2.3-2 Rock Creek Hydrograph
Water years synthesized via monthly regression with Wind River daily flows.

Figure Credits: Ben Shumaker (2015) after Jim Pacheco (2014)

605 Figure 2.3-2 shows the extreme variation in flows expected in this stream, which can range from approximately 1,700 cfs in the wettest months of the wettest years (blue line) to only 7 cfs in the driest months of the driest years (yellow line). Even in average years (solid green line), Rock Creek’s flow can vary between 430 cfs and 10 cfs depending on the time of year.

610 The lack of snow-dominated areas in the watershed is also apparent in this hydrograph, which does not display the delayed increase in flows typically expected of such watersheds in the early summer when snowmelt supplements precipitation. This situation will insulate Rock Creek from many predictable effects associated with the current warming trends, though the hydrograph may show decreased runoff in May and June if less snow occurs in the higher portions of the watershed. Even if such decreases become notable in the future, the City does not anticipate the mean annual flow dropping below the 20 cfs threshold for consideration as a shoreline of the state.¹⁸

¹⁸ Recommendation #2-XX for SMP Update: Evaluate ongoing monitoring efforts and activities to ensure Rock Creek remains a shoreline of the state.

2.3.5 Columbia River

620 The Columbia River watershed is a behemoth by comparison. Draining an area nearly the size of Texas (approximately 260,000 square miles), the stream travels more than 1,200 miles between its headwaters in the Rocky Mountains of British Columbia and its mouth at the Pacific Ocean. The fourth-largest river by volume in North America, flows at the river’s mouth range between approximately 100,000 cfs in the low flow months of September and October (when rainfall and snowmelt runoff are low) to approximately 500,000 cfs during the high flow months between April and June (when snowmelt runoff is at its greatest), averaging approximately 260,000 cfs over the course of a full year. Prior to regulation of flows by dams, flows at the mouth experienced greater extremes, with low flows of 79,000 cfs, high flows of over 1,000,000 cfs, and average flows of approximately 273,000 cfs. Figure 2.3-3 puts these giant numbers into perspective, showing how dams and urbanization have moderated high and low flows over the course of the year.

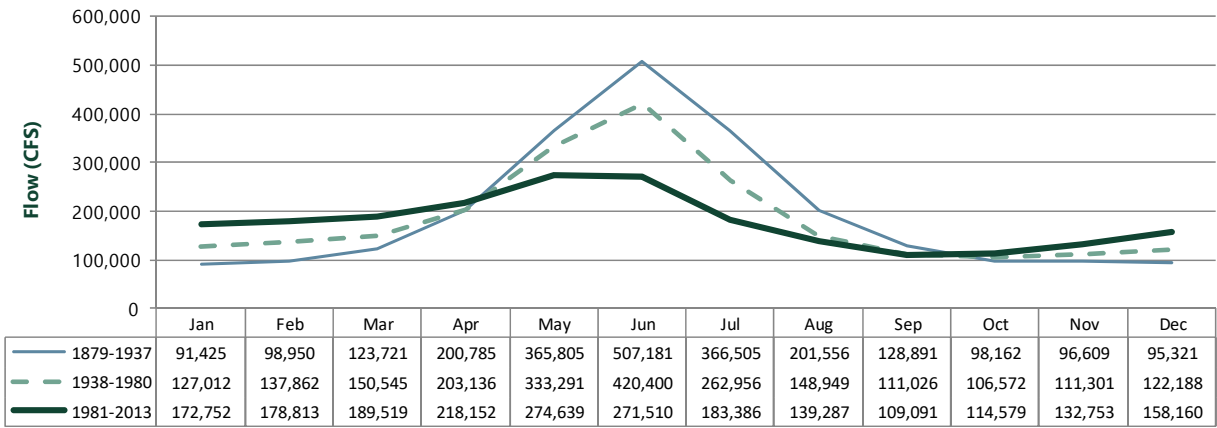


Figure 2.3-3 Columbia River Hydrograph through Time

Three representative hydrographs as measured below The Dalles Dam. Time periods reflect hydrograph before completion of the Bonneville Dam, between completion and expansion of the Bonneville Dam, and since expansion.

Figure Credits: Ben Shumaker (2015) with data from USGS National Water Information System.

630 More locally, the Columbia Gorge subbasin (the watersheds between the Bonneville and The Dalles dams) is a drainage area of 3,300 square miles and contributes approximately 3.9 percent of the river’s powerful discharge through Bonneville Dam. Elevations within this subbasin range from more than 150 feet below mean sea level (the deepest riverbed elevation in the Bonneville Reservoir) to over 4,000 feet in the mountainous headwaters bordering the river. The Stevenson urban area contains approximately 3.5 miles of Columbia River shoreline. Water depths adjacent to this area follow a shallow gradient over the dam-inundated historic floodplain before a rapid drop-off into the approximately 80-foot-deep navigation channel.

2.4 Bonneville Dam

Roll on, Columbia, roll on. Your power is turning our darkness to dawn... At Bonneville now there are ships in the locks, the waters have risen and cleared all the rocks, shiploads of plenty will steam past the docks, roll on, Columbia, roll on.

--Woody Guthrie, 1941

640 Penned while the famous folksinger was employed by the Bonneville Power Administration, Washington’s official folk song speaks for the chorus of boosters who engineered opportunity from a narrow bottleneck of the Columbia River. With a few lines of lyrics, Woody Guthrie’s “Roll On Columbia” captures the mid-

645 twentieth century's belief in its ability to create improvements that benefit many and harm no one through
 massive alterations of the environment. The river's power could be harnessed and transported to provide
 electricity to industries and homes, unproductive lands could be watered to grow crops, barriers to
 navigation could be cleared to allow goods to flow to and from new ports of call, a new empire could arise,
 and the river that created it would just roll on as if nothing had changed. History, however, has sung a
 different song. In this new song, the benefits of the Bonneville Dam are in disharmony with its drawbacks,
 650 and the dam has become an ecosystem-wide process unto itself. This section discusses the physical and legal
 influences of this massive structure on Stevenson's shoreline areas.

2.4.1 Physical Influences: Not a River/Not a Lake

655 Built at the same location as the Cascades Landslide Complex, the Bonneville Dam's influence on the
 Columbia River has mimicked the influence of the legendary Bridge of the Gods. Its relative permanence in
 comparison to that earlier river blockage sets this structure apart and requires constant human
 management to ensure the river's force passes through the dam's turbines without overtopping or breaching its
 concrete walls. The ecosystem-wide processes
 660 associated with this management result in water levels and flows having characteristics of a lake, a reservoir, an
 inland river, and a tidally influenced river.

The Bonneville Dam is the last of 18 on the mainstem of the Columbia and Snake rivers, and the decisions about
 665 water levels and flow rates behind each dam are made well in advance of a wide variety of anticipated events
 within the Columbia River's highly interconnected and rationalized system. Anticipation of a large rain-on-snow
 event in the Idaho Rockies will trigger a drawdown of the Grand Coulee Dam, whose waters are then
 670 distributed behind the dams lower in the system; forecasts of extended heavy rains in the Willamette
 Valley will trigger the storage of waters behind upstream dams to eliminate any flood threat to the Portland-
 Vancouver area; predictions of unusually dry summers will result in longer-term storage of irrigation waters
 675 behind the dams of the Columbia Basin; scheduled maintenance of The Dalles Dam will result in the
 drawdown of both The Dalles and the Bonneville pools
 680 for worker safety.

The list of interconnections goes on, but human decisions have rationalized the Columbia's ecosystem
 processes to ensure that management decisions balance regional needs of power generation, navigation,
 flood control, irrigation, and fisheries management. Managing the system at a regional level, however, can
 often appear irrational in relation to processes experienced at the local level. Water levels in the Bonneville
 685 Pool may hold steady for weeks at a time; then, within the course of a few days, may rise or fall by up to 12.5



Figure 2.4-1 The Bonneville Dam
 Turbulent waters emerge from the river-altering Bonneville Dam.

Figure Credits David Hamilton (2014), Washington State Department of Ecology (2007)

feet. Balancing other needs, operational decisions made at the dam do not consider the impact of fluctuating water levels to the erosion or protection of riparian shorelines.¹⁹ Decisions establishing the normal pool elevation have been made without consideration for its impact on tributary streams, whose pre-dam sediment fallout curves have been drastically altered.²⁰ Changes to the rate of the river's flow alter water currents at local shoreline eddies.

2.4.2 Legal Influences: Flowage Easements

To facilitate the maintenance of artificial water levels, the federal government initiated a phase of land acquisition associated with the original construction of the Bonneville Dam and navigation lock in 1938 and the addition of a second powerhouse in 1981. Beginning in 1936 and concluding in 1980, this land acquisition was accomplished largely through the voluntary purchase of "flowage easements," though the federal government had, and used, the authority to force the matter through court-sanctioned "declarations of taking." The specific provisions of these easements changed over the course of time and varied slightly according to the demands of the individual property owners selling the easements. Early granters of the easement only sold:

... the full and perpetual right, power, privilege and easement to overflow...all that portion of [the owner's] land lying below [a specific elevation's] contour line...together with the right to go upon the land...from time to time to remove therefrom the timber and other natural growth, and any accumulations of brush, trash or driftwood...

More typically, however, these easements granted to the United States of America contained a longer list of encumbrances on the underlying properties. The key provisions regarding the control of water levels and the maintenance of vegetative growth and/or accumulation were included when these owners granted:

The perpetual right, power, privilege and easement permanently to overflow, flood and submerge the land...and the continuing right to clear and remove any brush, debris and natural obstructions which...may be detrimental to the [Bonneville Lock and Dam] project, together with all right, title and interest in and to the timber, structures and improvements situate on the land...

But these later granters also sold their rights to construct buildings or conduct land-filling activities within these easements,^{21 22} providing:

... that no structures for human habitation shall be constructed or maintained on the land, that no other structures shall be constructed or maintained on the land except as may be approved in writing by the representative of the United States in charge of the project, and that no

¹⁹ Recommendation #2-XX for SMP Update: Consider shoreline use and modification policies that incorporate solutions for shoreline protective works similar to those being developed for coastal areas expecting sea level rises.

²⁰ Recommendation #2-XX for SMP Update: Consider costs and benefits of ongoing sediment management efforts, such as dredging, when developing Environment designations and shoreline use and modification policies.

²¹ Recommendation #2-XX for SMP Update: Consider how these easements interact with the vegetation conservation and removal standards of the SMP and how what level education and outreach is necessary for the Corps and the property owners.

²² Recommendation #2-XX for SMP Update: Consider the reduced likelihood of development within areas covered by flowage easements when crafting allowed uses and development standards in shoreline environments.

excavation shall be conducted and no landfill placed on the land without such approval as to the location and method of excavation and/or placement of landfill...²³

720 Beyond the monetary compensation the owners received for these easements—which could range into the thousands of dollars—the easement declarations concluded with the palliative statement that the landowners, their heirs, and assigns reserved:

725 *... all such rights and privileges as may be used and enjoyed without interfering with the use of the [Bonneville Lock and Dam] project...or abridging the rights and easement...acquired; provided further that any use of the land shall be subject to Federal and state laws with respect to pollution.*

730 While the rights granted to facilitate the massive Bonneville Dam project have had sweeping effects on the property owners' ability to use and develop portions of their properties, the easements have been largely effective in preventing damages from flooding. Repetitive flood losses for properties along Stevenson's shorelines are minimal, largely because of the consistent overlap of these areas.^{24, 25}

²³ *Recommendation #2-XX for SMP Update:* Evaluate administrative mechanisms related to coordination with the USACE and other governmental regulators during the review and issuance of permits under the SMP.

²⁴ *Recommendation #2-XX for SMP Update:* Consider shoreline use and modification policies that continue to minimize flood losses for shoreline property owners.

²⁵ *Recommendation #2-XX for SMP Update:* Consider incorporating a floodplain management plan into the restoration plan to better reflect the actual risk to floodplain property, thereby reducing owners' insurance costs.

735

740



Recommended

3.0 Shoreline Ecological Functions

745 Ecological functions are the services performed when physical, chemical, and biological ecosystem-wide processes interact. Ecological functions occur at discrete locations along shoreline areas. Because the SMA and the SMP guidelines attribute value to the services performed through ecological functions, local jurisdictions are required to evaluate the baseline level of service these functions provide to their shoreline areas. These functions are typically grouped into categories related to water quality, water quantity, and habitat.

750 This section of the shoreline inventory and characterization report describes water quality, water quantity, and habitat functions occurring along Stevenson's shorelines. The characterizations below provide a necessary link between the ecosystem-wide processes of Section 2.0 and the indicators that will be used to more fully characterize specific shoreline reaches in Section 4.0.

3.1 Water Quality Functions

755 The water making its way past Stevenson's shorelines includes a complex mixture of sediments, nutrients and toxics, and temperatures that interact with local shoreline morphology. During these interactions, the water's overall quality is either improved or diminished when the ecological functions of sediment transport, nutrients and toxics filtration, and temperature regulation are performed. For most water quality functions, the City can rely on characterizations performed by Ecology and the EPA through the CWA 303(d) list and its
760 5-point scale for water quality concerns, including water temperature and pollutants. Under this scale, Categories 4 and 5 indicate serious impairments that require some degree of action.

3.1.1 Sediment Transport

765 Sediment transport is an important ecological function because of its ability to influence shoreline morphology and because of its interaction with ecological functions related to habitat. Commonly described in terms of "sources and sinks," sediment transport occurs differently over the course of a waterway. In a large stream system like the Columbia, common sources of sediments are soil erosion from overland flow, streambank erosion, wind deposition, and tree fall. In a forested mountainous stream system like Rock Creek, these sediment sources are dwarfed by in-channel erosion and the landslides and mass wasting events discussed above. In an urbanized watershed like Rock Cove, runoff from buildings and transportation
770 corridors plays a bigger role in the supply of sediment.

PROCESS FUNCTION INDICATORS	Geologic Processes, Climate Processes, Hydrologic Processes, Bonneville Dam Processes —Sediment Transport— Riparian Vegetation, Shoreline Stabilization, Impervious Surface Area, Urban Runoff, Permanently Protected Areas, 303(d) List, Floodplain Area, Wetland Acreage
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775 Regardless of the source, a waterbody uses any of several methods to transport the sediments downstream. Larger sediments roll, slide, or skip along the stream bed pushed by higher flows. Smaller sediments are either dissolved or suspended in the water itself. All sediments will continue migrating downstream until flow velocities (largely a function of flow rates, channel widths, and channel gradients) decrease to the point where sediments settle out and deposit or sink to form new and ever-changing shoreline morphological features.

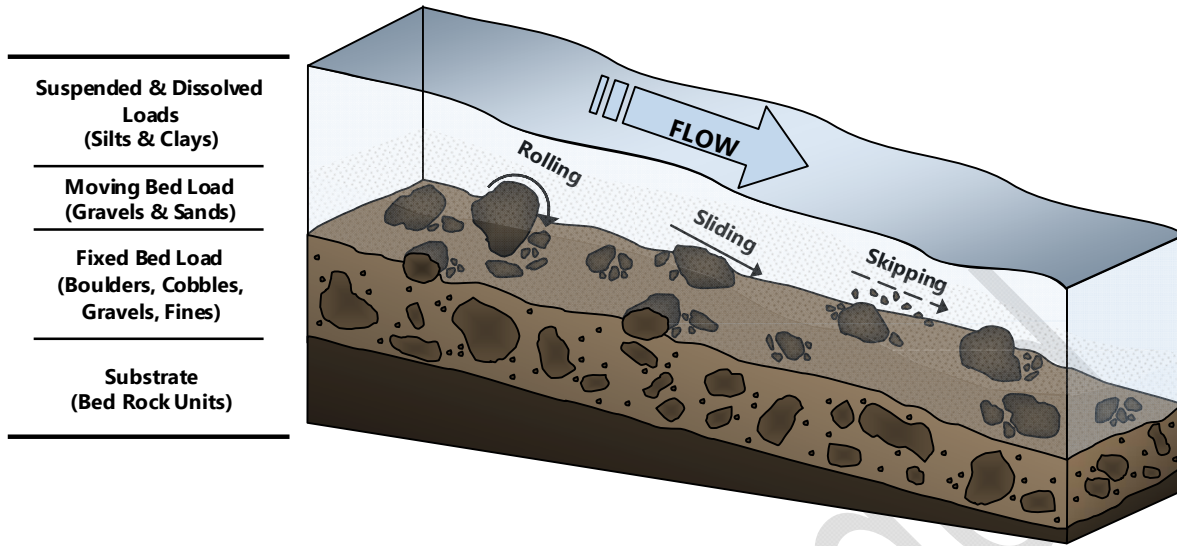


Figure 3.1-1 Sediment Transport Processes

Figure Credit: Ben Shumaker

780 The factors controlling sediment inputs and flow velocity are variable along a stream’s course and over the course of time, seasonally and long-term. Though no stream system has a continually balanced management of sediment sources and sinks, unimpaired shorelines generally manage the input and throughput of sediments on an annual basis. Impaired sediment transport occurs when sources of sediment are cutoff from a stream or when sources of sediment overwhelm a stream’s ability to move it through the system. Stevenson’s shorelines areas—especially Lower Rock Creek and Rock Cove—mostly serve as sediment sinks and areas of the Columbia River, Rock Cove and Rock Creek are particularly impaired through rapid accretion.

3.1.2 Nutrient and Toxic Filtration

790 Nutrient and toxic filtration is an ecological function closely related to sediment transport, habitat functions and can also affect public health. Specific nutrients and toxins include heavy metals (lead, zinc, mercury), nitrogen, pathogens (disease causing bacteria, virus, or microorganisms), pesticides and herbicides, and phosphorous. Nutrients & toxics are contributed to waterways by naturally occurring metals in the soil and biotic sources, “point sources” (factories and wastewater treatment plants), and “nonpoint sources” (acid rain, agriculture, contaminated groundwater, and urban runoff). Filtration of nutrients and toxins is performed through biotic uptake, adsorption to other elements or particles, chemical interactions and changes, and—in the case of pathogens like bacteria and protozoa—death of the organism.

PROCESS	Hydrologic Processes, Bonneville Dam Processes
FUNCTION	—Nutrient & Toxic Filtration—
INDICATORS	Riparian Vegetation, Shoreline Stabilization, Impervious Surface Area, Urban Runoff, Permanently Protected Areas, 303(d) List, Floodplain Area, Wetland Acreage

795 Impaired nutrient and toxic filtration occurs when sources of nutrients and toxins overwhelm the capacity of a shoreline system, when shoreline waterbodies are cutoff from floodplains or associated wetlands, and when sedimentation of adsorbed nutrients and toxics pollutes a river bottom. These functions along Stevenson’s shoreline areas are at risk of impairment but largely operating within the expectations of the CWA water quality standards.

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3.1.3 Temperature Regulation

805 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

810 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. The Columbia River, Rock Cove, and Rock Creek systems demonstrate higher than normal temperatures for shorelines of their type as indicated in section 4.

3.2 Water Quantity Functions

815 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 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

820 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 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 a result.

3.3 Habitat Functions

835 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 nuisance to area vegetable gardens, and some are afforded special protection by the state and federal governments.

Habitats are occupied by species demonstrating varying degrees of responsiveness and/or sentience in the selection of preferred sites. Because of this selectivity, the characterization of habitat functions goes into greater detail than the characterizations above. Descriptions of sensitive species are provided and followed by the ecological functions related to the input of organics and LWM and the connectivity and structures suitable for lifecycle needs.

3.3.1 In-water Habitat and Anadromous Fish

Anadromous fish are fish that are born and reproduce in freshwater habitats and then migrate to saltwater for a portion of their lifecycle. These species include salmon, trout, and lamprey. Anadromous species are among the most important species to consider when planning for the future of Stevenson's shorelines



Figure 3.3-1 Chinook Salmon

A female Chinook spawns in clean gravels free of fine sediments. 860

Photo Credit City of Seattle (2013).

because of the decline in their numbers that has been observed over time.

Chinook Salmon (*Oncorhynchus tshawytscha*) is the largest of the Pacific salmon with the most diverse and complex lifecycle strategies, including distinct fall and spring migratory runs that evolved over thousands of years. Lower Columbia Chinook were listed as a threatened species under the ESA on March 24, 1999 and the designation was reaffirmed on June 28, 2005. Critical habitat for Lower Columbia Chinook was designated on September 2, 2005, and includes the Columbia River and Rock Creek.

Chum Salmon (*Oncorhynchus keta*) is the most widespread species of Pacific salmon,

with production extending along the Pacific Rim from southern California to Korea as well as many tributaries to the Arctic Ocean. Prior to the species' decline, chum salmon are believed to have been the most abundant of the salmonids in the Pacific Ocean. Lower Columbia chum were listed as a threatened species under the ESA on March 25, 1999 and the designation was reaffirmed on June 28, 2005. Critical habitat for Columbia River chum was designated on September 2, 2005, and includes the Columbia River.

Coho Salmon (*Oncorhynchus kisutch*) is a widespread species of Pacific salmon, with production in most river basins around the Pacific Rim from central California to Korea and Japan. The decline of Columbia River Coho abundance began in the mid-1800s due to the impacts of Euro-American activities in the region. Lower Columbia Coho were listed as a threatened species under the ESA on June 28, 2005, and critical habitat documentation for the Stevenson area is still being developed.

Eulachon or Smelt (*Thaleichthys pacificus*) is a small anadromous fish inhabiting rivers and streams from central California to the Bering Sea. Eulachon is a forage fish occupying an important link in the food chain between zooplankton and larger organisms. Eulachon were listed as a threatened species under the ESA on March 18, 2010 and critical habitat was designated on October 20, 2011. This critical habitat includes the Columbia River and its tributaries downstream of Bonneville Dam, but does not extend to Stevenson's shoreline areas.

Pacific Lamprey (*Lampetra tridentate*) is an anadromous species of eel-like fish with great cultural importance to the tribes of the Columbia River Basin. Information on lamprey abundance is limited and does not exist for the Columbia River or its tributaries above Bonneville Dam. However, based on declining trends measured at the dam, the decline of Pacific lamprey has become a significant regional concern. A 2003 petition for ESA listing was determined insufficient to evaluate the species' status, but it is possible that Pacific lamprey will again be petitioned for ESA listing if their numbers continue to decline.



Figure 3.3-2 Pacific Lamprey
Pacific Lamprey cling to the fish window at Bonneville Dam during return-migration.
Photo Credit: Randy Rasmussen, *The Oregonian* (2013).

Steelhead Trout (*Oncorhynchus mykiss*) has the greatest diversity of lifecycle patterns of all Pacific salmonids, including individuals and populations that do not migrate to saltwater and survive multiple spawning and ocean migration cycles. Resident (non-anadromous) varieties are called rainbow trout, and anadromous varieties are called steelhead, which are further classified by their summer and winter migratory runs. Despite their flexible lifecycles and spawning patterns, Lower Columbia steelhead populations have declined. Originally listed as a threatened species under the ESA on March 19, 1998, Lower Columbia Steelhead's threatened status was reaffirmed on June 28, 2005 and critical habitat was designated on September 2, 2005. Along Stevenson's shorelines, this critical habitat includes the Columbia River. The primary avoidable human contributions to the natural population's declining abundance include reduction of tributary and estuary habitat, dam construction and operation, fishing, fish hatcheries, and predation by other animals. Because Stevenson's shorelines do not contain estuaries or fish hatcheries, and because the City exerts no control over the operations of the Bonneville Dam or enforcement of fish harvesting laws, the City's ability to contribute effectively to the recovery of anadromous fish is limited to the preservation and restoration of habitat areas suitable for spawning, rearing, and cold water refuge. Figure 2.4-1 displays the lifecycle characteristics of anadromous species, including substrate conditions necessary for spawning and their rearing and migration timelines. For species protected under the ESA, the federal government has designated habitat ranges important to each species and the primary constituent elements (PCE) of these ranges that are important to the survival of the species. For salmonids, these

Figure 3.3-3 Lifecycle Characteristics of Anadromous Fish

	Spawning Substrates	Incubation	Freshwater Rearing Duration	Saltwater Rearing Duration	Out-Migration	Return-Migration
Fall Chinook Salmon	Clean gravel w/ good subgravel flow (irrigation)	60-150 days	3-8 months	1-5 years	April to August	July to November
Spring Chinook Salmon	Clean gravel w/ good subgravel flow (irrigation)	30-60 days	2-6 months	1-5 years	March to June (Peak) ¹	January to May
Chum Salmon	Gravel w/subgravel flow (temperature)	30-120 days	1-5 months	3-6 years	January to May	October to December
Coho Salmon	Stable, clean gravel	30-180 days	8-12 months	1-2 years	August to March	August to January
Eulachon (Smelt)	Sandy gravel	21-40 days	1-7 months	3-5 years	January to July	January to June
Pacific Lamprey	Fine gravels & silts	14-21 days	4-7 years	2-3 years	February to July	March to October
Summer Steelhead Trout	Clean gravel w/ well aerated flow	30-180 days	2-3 years	1-3 years	March to June	May to October
Winter Steelhead Trout	Clean gravel w/ well aerated flow	30-210 days	2-3 years	2-3 years	March to June	November to April

Data Credit: Ben Shumaker (2014) after Lower Columbia Fish Recovery Board (2010)

¹Some spring Chinook begin out-migration immediately upon emergence from the egg. Year-round out-migration has been observed.

915 PCEs include rearing habitat in side sloughs, side channels, wetlands and other areas along stream margins. These preferred cold- and quiet-water areas often contain woody debris and overhead cover to aid in food and nutrient (allochthonous) inputs and provide protection from predators. Lamprey require a different substrate than salmonids, residing in muddy/silty areas and filtering microscopic plants and animals from passing water. Once more developed, the sucker-like mouth is used to attach to other host fish where they feed, parasitically, on body fluids. Mature anadromous species require habitat connectivity to return to
920 suitable spawning areas.

3.3.2 Additional Protected Habitats and Species

The shoreline functions important to anadromous fish are also important to other species and the maintenance of those functions will increase the habitat available for them. The species listed below are of particular concern, and other species such as the Ring-necked Snake (*Diadophis punctatus*) and Sand Roller
925 (*Percopsis transmontana*) are monitored by WDFW and concern may grow if monitoring reveals a decline in species health.

Migratory Birds visit Stevenson's shorelines at various times throughout the year, including birds of prey (hawks, osprey, owls, etc.), ducks (bufflehead, mallard, scaup, widgeon, etc.), geese (Canada, greater white-fronted, snow, etc.), seabirds (cormorants, gulls, mergansers, etc.), and smaller birds. While many of these bird
930 species are not at significant risk of extinction, they are still protected under the Migratory Bird Treaty Act and various state and federal population management efforts. Notably, the WDFW protections for Canada geese do not apply in urban areas like Stevenson, though conflicts between these and other migratory birds are reduced through protections related to in-water habitat and anadromous fish.



Figure 3.3-4 Bald Eagle
A Bald Eagle perches on an abandoned pilings in the Columbia River near Stevenson

Photo Credit: John McSherry (2012).

Bald Eagle (*Haliaeetus leucocephalus*), one of America's symbols of freedom, is also a symbol of the success of the ESA. Beginning in the late 1940s, bald eagle populations began a precipitous decline based on the accelerated use of organochloride pesticides like DDT, and by the 1960s, less than 700 breeding pairs were estimated to exist in the lower 48 states. This decline led to the eagle's listing as endangered under the ESA in 1978. The protections associated with this listing and the ban of DDT have allowed bald eagle populations to double every 7 to 8 years. In 1995, the species' designation was changed from endangered to threatened, and by 2007, its recovery was deemed so successful that it was delisted throughout its range. Despite this delisting, bald eagles are still protected under the Bald and Golden Eagle Protection and the Migratory Bird Treaty acts, which prevent the killing, capturing, and commodification of eagles or their products (feathers, eggs, nests, etc.), including any nests along Stevenson's shorelines.

Bull Trout (*Salvelinus confluentus*) was fairly recently differentiated as an independent species of trout. Previously confused with the Dolly Varden, genetic studies of these fish have shown bull trout to be more closely associated with char than with the Dolly Varden it resembles. Bull trout in the Lower Columbia are a freshwater migratory species, although Puget Sound populations are known to be anadromous. Bull trout were listed as a threatened species under

965 the ESA on November 1, 1999, a designation that was reaffirmed on April 25, 2008. Current critical habitat for the Lower Columbia was designated on October 18, 2010 and includes the Columbia River mainstem.

970 **Oregon Spotted Frog** (*Rana pretiosa*) is an almost entirely aquatic frog and leaves wetlands only occasionally and for a short time. This species was recently differentiated as independent from the Columbia spotted frog, a common, thriving species. The Oregon spotted frog was designated as threatened on August 29, 2014 and critical habitat is still being developed. The current draft of the proposed critical habitat does not include any units along or near Stevenson or its shorelines.

975 **Oregon White Oak Woodlands** are priority habitats in Washington because of the abundance of mammals, birds, reptiles, amphibians, and invertebrates inhabiting their stands. The Oregon white oak (*Quercus garryana*) is Washington's only native oak, and the already limited distribution of this habitat type has been declining based on the removal of oaks for urban development and the encroachment of conifers in remaining stands. Along Stevenson's shorelines, the Washington Department of Fish & Wildlife considers

Oregon white oak woodlands a priority habitat if the stand is at least 1 acre in size and oaks make up at least 25 percent of the canopy cover. Though none have yet been officially designated, stands, or even single oaks, found to be particularly valuable to fish and wildlife (i.e., they contain many cavities, have a large diameter at breast height, are used by priority species, or have a large canopy) may also be considered priority habitats along Stevenson's shorelines.

Management recommendations for priority Oregon white oak woodlands include reducing/eliminating the removal of oaks unless necessary for habitat enhancement purposes, thinning encroaching conifers, planting oak seedlings, and maintaining aerial pathways for sensitive species like the western gray squirrel.²⁶

Pacific Northwest Sasquatch (*Gigantanthropus crypticus*) is a humanoid species of great cultural importance to local, regional, national, and international interests. Responding to this perceived importance, Skamania County (through ordinances 1969-1 and 1984-2) has formally declared a Sasquatch Refuge which is "coextensive with the boundaries of Skamania County" and adopted felony and misdemeanor punishments for "the premeditated, willful, or wanton slaying of Sasquatch."

Information on Sasquatch, its lifecycle, range, and abundance, is limited and cannot be quantified for Stevenson's shoreline areas, but because of the significance of the species, the protections that have been put in place are necessary. The City concurs with Skamania County's designation of a Sasquatch Refuge and has determined these conservation measures to be adequate for the future protection of Sasquatch populations in the vicinity.

Western Pond Turtle (*Clemmys marmorata*) is a species of highly aquatic turtle residing in streams, ponds, lakes, and wetlands. The historic range of the Western pond turtle extended from the Puget Sound to Baja California, but by the early 1990s, populations in Washington were reduced to two sites in Skamania and Klickitat counties. The species received protection in 1992 as an endangered species under the Washington ESA, but populations in other parts of its range remained healthy, and a petition for federal listing was denied in 1993. Washington's recovery plan calls for the establishment of healthy populations at seven sites statewide, four of which are in the Columbia Gorge. Surveys conducted between 1990 and 1994 found 39 turtles at 14 different sites, but none of the sites are along or near Stevenson's shorelines.

3.3.3 Inputs of Organics and Large Woody Material

The inputs of organics and LWM are important ecological functions contributing to the food supply and complexity of shoreline systems. Organics include insects and vegetative deposits, which are important sources of nutrients for shoreline species. Standing LWM creates nesting sites for migratory birds and overhead cover to protect anadromous species from airborne predators. Fallen LWM creates channel complexity to moderate flow rates and provide refuge from water- and land-based predators. The shoreline functions important to anadromous fish are also important to other species, and the maintenance of those functions will increase the available habitat for other protected species.

PROCESS	Geologic Processes, Climate Processes, Hydrologic Processes, Bonneville Dam Processes
FUNCTION	—Input of Organics & LWM—
INDICATORS	Riparian Vegetation, Shoreline Stabilization, Impervious Surface Area, Permanently Protected Areas, Floodplain Area, Wetland Acreage

²⁶ Recommendation #3-XX for SMP Update: Evaluate greater prioritization of Oregon White Oak trees when considering vegetation retention/removal/replanting policies.

1015 Impaired input of organics and LWM functions occurs when LWM cannot reach streams from adjacent riparian areas or when mass wasting events contribute LWM at a rate that exceeds the stream’s capacity to move the materials through the system. These impairments then impact the suitability of streams as habitat areas or can lead to further impairments of other shoreline ecological functions, such as reduced water storage and flow regulation. This function varies from impaired to well-functioning depending on the shoreline considered in the Stevenson area.

3.3.4 Connectivity to Habitat Structures Suitable for Lifecycle Needs

1020 Habitats along Stevenson’s shorelines depend on the ecological functions of connectivity to preferred and/or critical habitat structures. Connectivity includes stream passage for anadromous fishes, flight corridors for migratory birds, and riparian areas for land animals and amphibians. Habitat structure suitable for lifecycle needs include the LWM and sediment transport described above, but also rely on other structural features like undercut banks, (protection from predators), cliff faces (nesting), and wetlands (rearing and refuge).

PROCESS	Geologic Processes, Climate Processes, Bonneville Dam Processes
FUNCTION	—Connectivity to Structure Suitable for Lifecycle Needs—
INDICATORS	Riparian Vegetation, Shoreline Stabilization, Piers/Docks/Floats, Road Crossings, Impervious Surface Area, Permanently Protected Areas, Priority Habitats & Species List, Floodplain Area

1025 When impaired, connectivity between structures suitable for lifecycle needs prevents fish and wildlife from reaching suitable structures or reduces the quantity or quality of suitable structures. Specific impairments to these functions are considered in more detail in section 4 and include culvert passage²⁷, Rock Creek’s waterfalls, and inundated floodplains within the Columbia River and Rock Cove systems.

²⁷ Recommendation #3-XX for SMP Update: Evaluate methods to remove/rehabilitate/replace existing culverts within shoreline areas that decrease habitat connectivity.

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4.0 Reach Level Characterization

This chapter builds on the information in chapters 2 and 3 and describes conditions adjacent to individual shoreline reaches. According to the state shoreline guidelines (WAC 173-26-201(3)(c)), local governments are required to inventory and report available information at the shoreline reach scale as follows:

- 5 • Shoreline and adjacent land use patterns and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation, and shoreline modifications within shoreline jurisdiction;
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife habitat conservation areas, geologically hazardous areas, and frequently flooded areas;
- 10 • Degraded areas and sites with potential for ecological restoration;
- Areas of special interest, such as priority habitats, developing or redeveloping harbors and waterfronts, previously identified toxic or hazardous material clean-up sites, dredged material disposal sites, or eroding shorelines;
- Conditions and regulations in shoreland and adjacent areas that affect shorelines, such as surface
- 15 water management and land use regulations;
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors;
- General location of channel migration zones (CMZs) and floodplains; and
- Known cultural, historical, and archaeological resources
- 20 In addition, this report includes data and characterization of other aspects related to shoreline condition:
 - Description of physical features, landmarks, and land use trends based on existing and future land use, zoning and ownership;
 - Description of known archeological, cultural, and historic resources;
 - Summary table of the ecological indicators;
 - 25 • Description of public access features; and
 - Summary of the degraded conditions and restoration opportunities.

The combination of the ecological indicator ratings and these additional assessments help describe both the natural and built character of each reach, thereby setting the baseline condition from which Ecology's 'no net loss' standard is considered.

30 ***4.0.1 Methodology***

Building on the assessment of broad, landscape-scale processes and shoreline functions in previous sections (see also Table 1.2-1, this section describes current shoreline conditions based on their performance on 12 indicators of ecological functions for 7 reaches along Ashes Lake, Columbia River, Rock Cove, and Rock Creek. The Physical Environment of each reach is characterized based on Available Floodplain Areas

35 (including Channel Migration Zones), Riparian Vegetation, Shoreline Stability, and Wetland Acreage. Fish-Blocking Culverts, Priority Habitat & Species (PHS) Listings, and Permanently Protected Areas are used to characterize the Biological Resources of each shoreline reach. Altered Conditions within each reach are characterized based on Ecology's determination of water quality through their 303(d) Listings, Impervious

40 Surface Area, Overwater Roads & Structures, Setbacks to OHWM, and Urban Runoff. Performance is rated qualitatively by a 5-point scale as shown in Figure 4.0-1.



Figure 4.0-1 Qualitative Scale for Indicators of Ecological Function
A 5-point, Harvey Ball scale.

Figure Credit Ben Shumaker (2017) after Consumer Reports.

The qualitative scale rating each reach's performance by ecological indicator ranges from Excellent to Very Poor. These terms are intended to make relative comparisons between Stevenson's various reaches and may not be comparable to other assessments of similar or related factors in the same or separate locations.
45 Further, the ratings are assigned depending on whether the indicator describes a sign of health or degradation. Examples of the range of conditions and rationale for each indicator include:

Physical Environment:

- Available Floodplain Areas – Provide storage capacity and attenuate fluctuations in flow, filter pollution, and provide habitat. Highest rating for areas with intact, functioning floodplains, lowest rating for areas with heavily degraded, disconnected, or eliminated floodplains.
- Riparian Vegetation – Support healthy water quality, quantity, and habitat. Highest rating for intact, functioning native plant assemblages, lowest rating for areas with heavily degraded or eliminated native vegetation.
- Shoreline Stability – Soil type affects susceptibility to erosion, landslide, liquefaction and other geological hazards. Stabilization structures intended to protect development often degrade natural sediment transport processes. Hard armoring is sometimes applied as an ineffective solution to slope stability issues other than erosion. Highest rating for areas with minimal hazards and lack of stabilization structures, lowest rating for areas with severe risk and extensive armoring.

Biological Environment:

- Fish Blocking Culverts – Culverts that allow waterbodies to flow under roads and other developed areas are sometimes too small or disconnected from the stream channel making them unpassable for fish.
- Permanently Protected Areas – Community designated parks, preserves, and open space, and public/private land with legally established conservation easements help limit development that can degrade natural conditions. Highest rating for areas with permanent protection from future development/alterations, lowest rating for areas with no such protections.
- Priority Habitats & Species – Certain plants and animals are listed as threatened or endangered, at risk for decreased populations or extinction. Highest rating for areas with such habitats or species present, lowest rating for areas where they are not.
- Wetland Acreage – Wetlands filter pollutants, provide habitat, and moderate hydrologic cycles. Highest rating for reaches with high functioning wetlands, lowest when wetlands are not present.

Altered Conditions:

- 75 • 303(d) Listings – Water pollution including toxics, excess nutrients, and elevated temperatures affect aquatic and human health. Highest rating for areas with clean, cool water, lowest rating for areas with contaminated and warmer water.
- Impervious Surface Area – Impervious surfaces prevent water filtration, increase erosion, and provide preclude on riparian habitat functions. Highest rating for areas without impervious surfaces, lowest for areas with high proportions of impervious surface area.
- 80 • Overwater Roads & Structures – When structures, including bridges, are built overwater, their foundations alter water courses and they provide refuge for predators of anadromous fish. Areas without such structures receive the highest rating, areas with numerous structures receive the lowest rating.
- Setbacks to OHWM – The location of buildings with roofs and other structures such as roads, parking, and railroad landward of OHWM. The replacement of riparian vegetation with impervious surfaces and other impacts of development close to the water's edge (such as light and noise) impacts shoreline ecological functions. Highest rating for areas with greater setback distance, lowest rating for smallest setbacks.
- 85 • Urban Runoff – The amount and quality of runoff water entering a stream impact water quality levels, including pollutants and temperature. Highest rating for areas with minimal smallest catchment areas and most robust levels of treatment, lowest rating for reaches with disproportionately large catchment areas with a lack of treatment.
- 90

To create the Overall rating in the indicator summary tables, value scoring was assigned (Excellent=2, Good=1, Fair=0, Poor=-1 and Very Poor=-2) and an average of relevant indicators was calculated. A Jenks Breaks method was then applied to separate the division between the 5 ratings within the overall score with breaks occurring at plus or minus 0.1 and 0.5. In cases where a reach with several Good or several Poor ratings would mathematically result in a Very Good or Very Poor rating, the Overall rating was held as Good or Poor. While this approach allowed an average to be calculated *quantitatively*, the assessment remains fundamentally *qualitative*. The scoring points do not have actual or precise data value, they are not intended to provide any quantitative analysis of the indicator conditions, and were only used to help roll-up the information into a composite rating.

4.0.2 Connection between Indicators & Characterization Maps

A variety of data and technical information was considered in preparing this report. Attributes with geo-referenced data can be displayed as maps, connecting data values to geographic location. These maps are used to help visually describe existing conditions and are shown in the Appendix C Map Portfolio and include a study of optional shoreline jurisdiction for landslide hazard areas. Also, some map pages include related tabular data (e.g. tallies and basic statistics) that are reflected in the reach description text. Building on the relationships between ecosystem-wide processes, shoreline ecological functions, and reach-scale indicators described in Table 1.2-1, Table 4.0-1 below is organized by attribute categories in the order they are presented in each reach description, and provides a cross-reference to the maps by number. This allows the description of current shoreline conditions both by narrative text and visual display of the data and technical information. Only a few indicators described by text are not depicted visually, including Fish Blocking Culverts, Protected Areas, Priority Habitat & Species, and 303(d) water quality data.

Table 4.0-1 – Characterization Maps & Attributes

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
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

115 **4.1 Columbia River Reach 1 – East Urban Area**



Figure 4.1-1 Columbia River Reach 1
Bedrock outcroppings and railroad berms characterize shoreline structure
Photo Credits: Department of Ecology (2007), Ben Shumaker (2013), Department of Ecology (2007).

120 The physical shoreline of Columbia River Reach 1 is located entirely within Skamania County and east of the City's downtown waterfront. However, some small areas of shorelands and 2 associated wetlands from this reach extend into inside city limits. The shorelands occur along the Kanaka Creek Underpass road, and the wetlands are located on the north side of SR 14, affecting 3 properties having commercial, stormwater utility, and residential uses. Beyond these areas, the City has elected to predesignate the shorelines of this reach that are located outside existing City boundaries. In total, this comprises ~5,555 linear feet of Columbia River shoreline and 256 acres of shoreline jurisdiction area, 26.1 acres of which are shorelands above the OHWM. The reach starts at the eastern urban growth boundary line at Nelson Creek and ends downstream at the eastern city limits and Kanaka Creek. This reach is a shoreline of statewide significance.

125

Table 4.1-1 – Columbia River Reach 1 Land Use Trends

Future Land Use							
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade	Total		
	5%	2%	92%	1%	100%		
Current Zoning							
	Residential	Public	Resource	Commercial	Industrial	Total	
	7%	0%	0%	93%	0%	100%	
Existing Land Use							
	Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
	3%	24%	62%	0%	10%	0%	100%
Shoreline Preferred Uses							
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented	Total		
	3%	17%	11%	69%	100%		
Land Ownership							
	Private	Local Government	State or Federal Government	Total			
	67%	20%	13%	100%			

The projected land uses of this reach primarily involve commercial uses, however almost 25% of the reach is currently used for residential purposes. While 62% is devoted to public uses, 69% of the reach's development

130 is non-water-oriented. Since only 3% of land in this reach is undeveloped, and 2/3rds of the land is privately owned, opportunities to expand commercial uses or shoreline preferred uses are minimal. Archaeological, cultural, or historical resources are known to exist within this reach, including—among others—one public cemetery.

4.1.1 Summary of Ecological Functions

Indicators of Ecological Functions—CR1

		Physical Environment			Biological Environment			Altered Conditions			Overall			
		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		↖	↘	↘	↘	↖	↖		↖	↘	↗		↖

135

4.1.2 Physical Environment

↗ **Available Floodplain Areas-** The available floodplain for the Columbia River has been inundated by, and is fully controlled by operations at, the Bonneville Dam. The US Army Corps of Engineers maintains flowage easements for all properties in the reach. The Department of Ecology’s Preliminary Channel Migration Zone Map for this reach was developed at a very coarse-scale, and recommends reliance on the Flood Insurance Rate Maps and/or site-specific delineations to more precisely determine the locations of channel migration zones (CMZs). The “Very Poor” rating of this reach relates to the Corps’ current inundation of the floodplain and its authority to further inundate the properties of this reach.

140

↖ **Riparian Vegetation-** Riparian vegetation covers 73% of the land in this reach, with forest cover accounting for 41% of all land areas. This vegetative cover is similar to the Rock Cove Reach and among the most vegetated of all reaches characterized. Vegetation on shorelands includes deciduous lowland riparian forest and westside lowland confiner-hardwood forest. The lowland riparian forest cover overhangs the shoreline edge and help transfer terrestrial nutrients and energy to the aquatic system by adding organic debris, leaf litter, and insects (allochthonous inputs). The forested areas are a source of large woody material (LWM) recruitment. However, degraded vegetative cover exists along the berms for the BNSF railroad track and SR 14 and provide the main reason why this indicator is deemed “Good” rather than “Excellent”.

145

150

Table 4.1-2 – Columbia River Reach 1 Land & Water Areas

Land Cover						
Forested	Riparian Vegetation			Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass	Vegetated Subtotal			
10.6 ac	2.6 ac	5.8 ac	19.0 ac	7.1 ac	26.1 ac	229.9 ac
40.6%	10.0%	22.2%	72.8%	27.2%	100%	-

155 **I Shoreline Stability-** The “Fair” rating has been applied to this shoreline reach, which is characterized by a mix of rock outcroppings and fill slopes for the BNSF railroad. The reach’s soil types include differing slope categories of Skamania and Stevenson soils. Skamania soils offer a very fine sandy loam which is Well Drained and has a Moderate availability of water storage. Stevenson soils are loams which are also Well Drained, but offer a High availability of water storage. In most cases these soil types are not subject to high erosion hazards, however, when Stevenson loams exist on very steep slopes—as they do in limited areas in the center of this reach—their erosion hazard is Severe.

160 Knowledge of Geologic Hazard Areas in this reach is less robust than in other reaches within city limits. However, the City’s Geologic Hazards Map includes coverage of some key hazard types. Known soils with severe erosion hazard are detailed above, debris flow hazards are identified at the outlet of Kanaka Creek, and potentially unstable slopes (slopes greater than 25%) can be found along the shoreline (Maps 4 and 5A).
165 Despite the presence of railroad berms similar to Columbia River Reach 3, liquefaction potential is considered Bedrock and subject to minimal concern.

4.1.3 Biological Environment

170 **I Fish-Blocking Culverts-** Culverts flank this reach on the east and west. Both the culvert/fish passage on the western edge and the culvert on the eastern edge are considered 100% passable by WDFW. A 100% passable culvert is also identified at the outlet of Vallett Creek. Local reconnaissance also identifies culverts at Vallett Creek and Lutheran Church Road and connecting the wetlands in the center of this reach with the Columbia River. Fish passage through these culverts is unknown. Though passability is a lesser concern, the sheer number of culverts in this reach justifies the “Fair” rating.

175 **I Permanently Protected Areas-** No areas in this reach are subject to permanent protective covenants or environmentally protective deed restrictions, though the Port of Skamania is seeking to protect “Slaughterhouse Point” as mitigation for nearby development. Cemetery District ownership provides some informal protection of the shoreline based on operations at the Stevenson Cemetery. Of the privately owned properties in this reach, only a small portion is subject to the conservation covenant developed for the Chinidere Mountain Estates subdivision (2017). The remainder of the reach is privately owned and not subject to permanent conservation covenants. While this reach is rated as “Fair” currently, this reach could be considered “Good” if the Port includes protections for Slaughterhouse Point.

180 **U Priority Habitat & Species-** The PHS priority habitat types within the reach include one lacustrine littoral habitat at the outlet of Kanaka Creek and two palustrine wetlands as discussed above. The PHS species within the reach include salmonids (Chinook, Coho, Dolly Varden, Chum, Pink Salmon, Coastal Cutthroat, Sockeye, and Steelhead), white sturgeon (*Acipenser transmontanus*), and northern spotted owl (*Strix occidentalis caurina*). The monitored non-PHS species within the reach includes the sand roller (*Percopsis transmontana*).

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 rate this reach as "Good".

Wetland Acreage- A total of five wetlands are mapped within the reach for a total of 1.72 acres of NWI and local inventory wetlands. All of these wetlands are palustrine forested wetlands. Three are located between SR 14 and the BNSF tracks and two are located north of SR 14. All of these wetlands drain to the Columbia River and are considered associated wetlands. While the condition of each wetland has not been evaluated their presence is positive and carries a "Good" rating.

4.1.4 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) protocols to address the water quality deficiency. 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- The 1.6 ac total impervious surface coverage in this reach is comparatively low and makes up only 6.2% of its land area. The "Good" rating of the reach is based on its relative lack of impervious coverage and the comparatively low average coverage of the individual lots.

Table 4.1-3 – Columbia River 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	1.6 ac	6.2%	16.4%	10.9%
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

Overwater Roads & Structures- Two private overwater structures are associated with the residential development in the eastern portion of this reach (denoted on Map 15 as J and K). Structure J is a residential deck that is not associated with boating. These 2 structures cover ~1,000 sf of the water's surface. The Port of Skamania maintains 2 public structures (denoted on Map 15 as H and I) at the Cascade Avenue boatlaunch, and one of them is removed on a seasonal basis to protect it from wave action caused by the winter's high east winds. There are no overwater roads, and other structures in in this "Fair" reach are limited to a concrete river height gage.

Setbacks to OHWM- Of the 19 total parcels in this reach, only 8 have been developed with structures, including only 3 with buildings in shoreline jurisdiction. The central tendencies for the distance of structures from the OHWM combine to equal ~30 ft and ~40 ft for buildings (Map 13). Structures in this context mean any building with a rooftop identified within Skamania County's GIS, as well as all other upland structures for parking, roads, or railroads. The setbacks in this reach are narrow relative to other portions of Stevenson's shoreline jurisdiction and this close proximity justifies this reach's rating of "Very Poor".

Table 4.1-4 – Columbia River Reach 1 Development Proximity to OHWM

Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	16.7%	1 ft	54 ft	24 ft
Any Structure	38.9%	1 ft	39 ft	24 ft

225 **Urban Runoff**- This reach contains only 11% of the total linear footage of shorelines in the Stevenson
 area, but also contains the outlets of Kanaka, Vallett, and Nelson creeks as well as stormwater outfalls.
 Together these outlets contribute stormwater runoff from 54% of the Urban Area. Treatment levels for this
 stormwater range from the recent engineered solution for the Chinidere subdivision to natural filtration by
 riparian vegetation along the streams to no treatment where runoff from pavement/rooftops directly enters
 the waterbody. While this reach contains few engineered treatment systems, the relative lack of dense
 230 development in most of the areas draining to this reach spares it from the “Very Poor” designation.

4.1.5 Public Access



Figure 4.1-2 Pebble Beach
 A visual and physical access point in Columbia River Reach 1
 Photo Credits: Ben Shumaker (2013), BergerABAM (2015).

235 The reach includes access to the Columbia River from the Port’s Pebble Beach. This small park is part of the
 larger Class IV – Sacred Place described in the Stevenson Comprehensive Plan and includes informal parking
 areas located in Columbia River Reach 1, approximately 0.1 miles of gravel trails, a picnic table, and park
 bench with views of the river. Physical access to the middle portion of the reach is limited because of the
 active operations along the BNSF tracks and the Stevenson Cemetery in the eastern end of the reach. The
 Port of Skamania’s Slaughterhouse Point provides a potential location for a public access site as part of a
 water trail. Public visual access to the shoreline is partially present in this reach by travelling SR 14 and
 240 smaller public roads, however the immediate near shore view is obstructed by the elevated rail bed and no
 formal waysides or viewpoints are present.

4.1.6 Degraded Areas & Restoration Opportunities

Degraded conditions in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.

- 245 2. Character and coverage of riparian vegetation.
 3. Rip rap armoring of shorelines (BNSF/SR 14 berm).
 4. Culverts (railroad/highway berm and Lutheran Church Road).
 5. Unknown character of PHS listings.
 6. Unknown character and functions of wetlands.
- 250 7. Ecosystem-wide water quality concerns.
 8. Proximity of non-water-oriented and/or abandoned structures to OHWM.
 9. Quantity & unknown quality of stormwater runoff.

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include replacing culverts, assessing habitat and wetland areas, preserving and enhancing canopy cover, etc.

4.2 Columbia River Reach 2 – Downtown Waterfront



Figure 4.2-1 Columbia River Reach 2
Downtown Stevenson's urbanized waterfront area

Photo Credits: Department of Ecology (2007).

Columbia River Reach 2 is located in the city and includes the downtown waterfront and ~4,175 linear feet of Columbia River shoreline. The reach starts at the eastern limits of the city at Kanaka Creek, and ends downstream at its western limits on the Columbia River, at the center of the BNSF railroad bridge over Rock Creek. There are 222 acres of total land and water area in this reach and 35 acres of land above the OHWM. Public agencies own 63% of land in this reach and 38% of shorelands are used by the public for recreational purposes. Commercial/industrial uses account for an additional 35% of land use, and the remainder is evenly split between undeveloped and residential. The reach includes two roads in addition to the BNSF tracks—

265 Cascade Avenue and Leavens Street. Nineteen structures and their associated parking add to the impervious surfaces within the reach. Only 30% of the land is developed with Water-Oriented uses.

There are no known archaeological, cultural, or historical resources within the reach, however, a series of interpretive signs help visitors understand some historic events and activities in the area.

270

Table 4.2-1 – Columbia River Reach 2 Land Use Trends

Future Land Use						
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade		Total
	0%	10%	19%	71%		100%
Current Zoning						
	Residential	Public	Resource	Commercial	Industrial	Total
	11%	32%	0%	40%	17%	100%
Existing Land Use						
Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
14%	14%	38%	0%	27%	8%	100%
Shoreline Preferred Uses						
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented		Total
	14%	10%	30%	47%		100%
Land Ownership						
	Private	Local Government	State or Federal Government		Total	
	37%	63%	0%		100%	

4.2.1 Summary of Ecological Functions

Indicators of Ecological Functions—CR2

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

275

4.2.2 Physical Environment

↔ Available Floodplain Areas- The available floodplain for the Columbia River has been inundated by, and is fully controlled by operations at, the Bonneville Dam. The US Army Corps of Engineers maintains flowage easements for all properties in the reach. The Department of Ecology’s Preliminary Channel Migration Zone

280 Map for this reach was developed at a very coarse-scale, and recommends reliance on the Flood Insurance Rate Maps and/or site-specific delineations to more precisely determine the locations of channel migration zones (CMZs). The “Very Poor” rating of this reach relates to the Corps’ current inundation of the floodplain and its authority to further inundate the properties of this reach.

285 **Riparian Vegetation-** Riparian vegetation covers only 52% of land in the Downtown Waterfront reach, with forest cover accounting for only 20% of all land areas. Most of the shoreline vegetation is found within the Port of Skamania’s park areas and along the residential shorelines. This reach contains the least vegetative cover of all reaches analyzed and has been deemed “Very Poor”. The limited vegetation within the shoreline jurisdiction is characterized by deciduous lowland riparian forest, which overhangs the shoreline edge providing allochthonous nutrient and energy inputs. The trees along the shoreline are a source of LWM recruitment. Specific degraded areas include the commercial/industrial areas operated by the Port of Skamania, Cascade Avenue and the BNSF railroad berm.

Table 4.2-2 – Columbia River Reach 2 Land & Water Areas

Land Cover							
Forested	Riparian Vegetation			Vegetated Subtotal	Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass					
7.0 ac	3.5 ac	7.9 ac	18.4 ac	16.9 ac	35.3 ac	186.3 ac	
19.8%	10.0%	22.5%	52.2%	47.8%	100%	-	

295 **Shoreline Stability-** A mix of natural shoreline and armored slopes characterizes this “Good” rated reach, with the armoring occurring mostly along the industrial/manufacturing area of the eastern portion. As their name implies, the soils of this reach are classified as Stevenson soils having different slope categories. Stevenson soils are loams which are well drained, but offer a high availability of water storage. These soil types are not subject to high erosion hazards, and the erosion occurring along the Port of Skamania’s properties is a result of persistence wave action, not because of the soils inherent quality,

300 The terrain of this reach generally has minimal slope within shoreline jurisdiction (Map 4). The reach is not subject to liquefaction concerns (Map 5). According to the Stevenson Critical Areas and Geologic Hazards Map (Map 5A), there are no High Hazard geologic areas within the reach, however there are Moderate Hazard areas associated with the potentially unstable slopes (slopes greater than 25%) immediately adjacent to the OHWM.


305 The very western portion of this reach at the confluence with Rock Creek is seeing rapid aggradation as the Piper Road landslide overwhelms the sediment transport system. Shallow waters and partially dry lands result depending on the elevation of the Bonneville Pool.


4.2.3 Biological Environment

310 **Fish-Blocking Culverts-** One culvert is identified by WDFW in this reach at the eastern border and potentially just outside of shoreline jurisdiction. This culvert under 1st Street is categorized as a culvert/fishway and is considered 100% passable however many additional barriers exist further up Kanaka Creek outside of shoreline jurisdiction. This reach is rated as “Good” as a result.


Permanently Protected Areas- Ownership in this “Good” rated reach is dominated by the City and the Port of Skamania County. As mitigation for a nearby dredging project ~0.22 miles of the shoreline area, from

315 Stevenson Landing to East Point is required to be stabilized and restored and will be subject to ongoing protective agreements between the Port and the City. The remainder of the reach is privately owned and not subject to permanent conservation covenants.

320  **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 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.

325  **Wetland Acreage-** There is one wetland from the local inventory in this reach; it is adjacent to Cascade 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

330  **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. 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.




335  **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%

340  **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 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”.

345  **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

building setbacks which equal ~120 ft from the OHWM. Structures such as roads, parking areas and other development are typically located closer to the shoreline, but still nearly 100 ft away. A trend toward larger setbacks is similar to other reaches within city limits, which are typically larger than those of the reaches that have been predesignated.

Table 4.2-4 – Columbia River Reach 2 Development Proximity to OHWM

Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	35.4%	20 ft	113 ft	121 ft
Any Structure	59.5%	0 ft	98 ft	87 ft

Urban Runoff- This reach makes up only 8% of the total linear footage in this report and accepts an even smaller amount of the overall Stevenson Urban Area's stormwater (1%). Recent development in the catchment area for this area, including the Port of Skamania's Tichenor Building and parking area and the City's Cascade Avenue, use vegetated swales to control and treat stormwater before it enters the Columbia, however some direct runoff and/or untreated runoff still occurs, most notably at the Cascade Avenue boat launch. Because this reach accepts so little runoff and because the majority of what it does accept is treated, the reach has been rated as "Good".

4.2.5 Public Access

This reach is categorized as a Class IV – Sacred Place by the 2013 Stevenson Comprehensive Plan and contains six public access points to the river as well as approximately 0.5 miles of trail which connects all of the access facilities and meanders along the riverfront. This trail along this reach was developed as part of a coordinated system (Figure 4.6-2) and is subject to active erosion issues which the Port of Skamania hopes to fix as part of a large restoration project which will also add paved accessibility and pedestrian amenities. The six physical access points, listed from east to west, are described in detail below.



Figure 4.2-2 Downtown Stevenson Public Access, Eastern Access Points
Motorized and non-motorized access for recreation on the Stevenson Waterfront.

Photo Credits: Port of Skamania County (Unknown)

370 **Cascade Boat Ramp** is located at the east end of the reach and includes a public boat launch (concrete ramp), restrooms with a changing cabana, picnic tables, a grass lawn area, parking, a floating dock, and a gravelly beach for physical access to the water. Informational signage educates visitors of the area's history and enhances the visual access opportunity. Kanaka Creek, a non-SMA stream, enters the Columbia at the upstream edge of this park.

375 **East Point Kite Beach** is located immediately downstream from the boat launch and is a favorite with kiteboarders. This visual and physical access point is a dedicated launch site, gives safe, easy access to the river, provides additional parking with broad views, and is located near the restroom and changing cabana which also serves the Cascade Boat Ramp. Physical access is limited to those able to traverse steep, rugged terrain to the water.

380 **Leaven's Point** is set between Stevenson Landing and East Point Kite Beach. This small park features river views and picnic opportunities close to the river. Physical access is limited to those able to traverse steep, rugged terrain to the water.

385 Leavens Point is the location for a large access improvement and restoration project planned by the Port of Skamania County. The project will include large amounts of fill, a more gradually sloped area for physical public access, trail, amenities, and riparian vegetation.

390 **Stevenson Landing** is cruise ship pier from which passengers access the city. The pier is located on the Columbia River at river mile 150, in the Russell Street right-of-way. The pier is open to the public year-round for views of the Columbia River.

395 **Teo Park** is located in downtown Stevenson on the Columbia River at the southern terminus of Russell Street, just upland of Stevenson Landing. This park includes picnic tables, restrooms, and a grassy lawn on the riverbank with views of the river and the Gorge. An informational kiosk and a kinetic sculpture public art installation enhance the visitor experience.

400 **Bob's Beach** is a dedicated access for windsurfing on the Columbia River. The park is located west of Teo Park and Stevenson Landing and features a gently sloped grass lawn, covered changing cabana, a spacious, easy launching area, gravel parking area, benches, picnic tables, and a water fountain. The park offers views and easy physical access to the water.

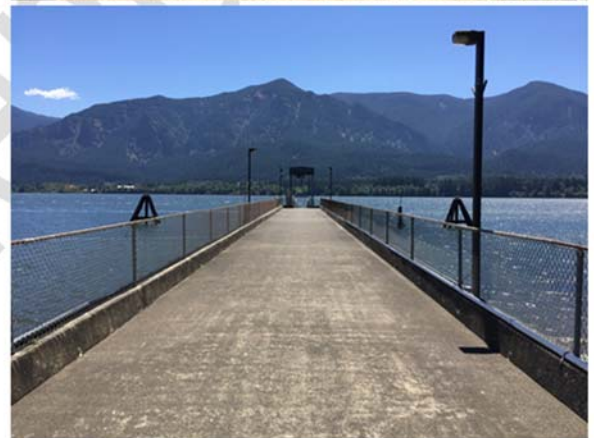


Figure 4.2-3 Downtown Stevenson Public Access, Central Access Points

Leavens Point, Stevenson Landing & Bob's Beach provide visual, motorized and non-motorized access.

Photo Credits: BergerABAM (2015), BergerABAM (2015), Ben Shumaker (2013)

410 **4.2.6 Degraded Areas & Restoration Opportunities**

Degraded conditions in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Character and coverage of riparian vegetation.
- 415 4. Rip rap armoring of shorelines.
5. Active shoreline erosion along Port holdings.
6. Culverts (Kanaka Creek).
7. Unknown character of PHS listings.
8. Unknown character and functions of wetlands.
- 420 9. Ecosystem-wide water quality concerns.
10. Paved coverage (Cascade Avenue, Kanaka Creek Underpass, and parking areas).
11. Proximity of non-water-oriented and/or abandoned structures to OHWM.
12. Sheet pile at Leavens Point.
13. Abandoned pilings.
- 425 14. Quantity & unknown quality of stormwater runoff.

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include dredging aggraded areas, incorporating soft armoring along river banks, preserving and enhancing canopy cover, assessing habitat and wetland areas, completing the Port/County Stevenson Waterfront Restoration & Enhancement Project, removing derelict piles, improving stormwater collection and treatment, etc.

430

4.3 Columbia River Reach 3 – West Urban Area



Figure 4.3-1 Columbia River Reach 3
Former industrial and transportation corridor

Photo Credits: Ben Shumaker (2015), Department of Ecology (2007), Ben Shumaker (2015).

Columbia River Reach 3 is located south of Rock Cove and west of the downtown waterfront. It includes ~8,000 linear feet of the Columbia River shoreline, and 396 acres of predesignated shoreline area. Only 34
435 acres of this reach are shorelands located above the OHWM. The reach is located outside the city limits and begins at the western boundary of Columbia River Reach 2 at the centerline of Rock Creek and ends downstream at the eastern boundary of Ashes Lake. The reach includes the full right-of-way for SR 14, the BNSF railroad, and privately owned properties. This reach is a shoreline of statewide significance.

Projected land use and existing zoning in this reach involve commercial or industrial trade uses, however, no
440 shorelands are currently devoted to those uses. A 2007 fire destroyed the large Co-Ply mill in this reach. While the property remains in use as an active place of business, more than 1/3rd of this the shoreline area in this reach is undeveloped (36%) and no land is currently devoted to Water-Oriented uses.

There are no known archaeological, cultural, or historical resources within the reach.

Table 4.3-1 – Columbia River Reach 3 Land Use Trends

Future Land Use						
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade	Total	
	0%	0%	91%	9%	100%	
Current Zoning						
	Residential	Public	Resource	Commercial	Industrial	Total
	0%	0%	4%	31%	65%	100%
Existing Land Use						
Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
36%	0%	39%	25%	0%	0%	100%
Shoreline Preferred Uses						
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented	Total	
	36%	0%	0%	64%	100%	
Land Ownership						
	Private	Local Government	State or Federal Government	Total		
	86%	1%	13%	100%		

445

4.3.1 Summary of Ecological Functions

Indicators of Ecological Functions—CR3

	Physical Environment			Biological Environment				Altered Conditions			Overall	
	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
Water Quality	Sediment Transport	↘	⊖	↗	↗	↘	⊖	↗	↘		↘	↗
	Nutrient & Toxic Filtration	↗	↘		↗	↗	⊖	↗	↘		↘	↗
	Temperature Regulation		↘		↗	↗	↘	↗			↘	↗
Water Quantity	Water Storage & Flow Regulation	↗	↘	↗			⊖		↘	⊖	↘	↗
	Input of Organics & LWM	↗	↘	⊖		↗	↘		↘			↗
Habitat	Connectivity to Suitable Habitat		↘	⊖	↗	↘	⊖		↘	⊖	↘	↗

4.3.2 Physical Environment

450 **Available Floodplain Areas-** The available floodplain for the Columbia River has been inundated by, and is fully controlled by operations at, the Bonneville Dam. The US Army Corps of Engineers maintains flowage easements for all properties in the reach. The Department of Ecology’s Preliminary Channel Migration Zone Map for this reach was developed at a very coarse-scale, and recommends reliance on the Flood Insurance Rate Maps and/or site-specific delineations to more precisely determine the locations of channel migration zones (CMZs). The “Very Poor” rating of this reach relates to the Corps’ current inundation of the floodplain and its authority to further inundate the properties of this reach.

455 **Riparian Vegetation-** Riparian vegetation covers nearly two-thirds of the land in this reach, but forested lands make up only 28% of the land cover. This is composed of deciduous lowland riparian forest, which can be a source allochthonous inputs and for recruitment of LWM. However, this coverage is on the lower end of the range when compared to the other reaches of this report and is “Poor”. Specific degraded areas include former and/or sparsely used industrial sites and the berm supporting the BNSF railroad and SR 14.

Table 4.3-2 – Columbia River Reach 3 Land & Water Areas

Land Cover						
Forested	Riparian Vegetation			Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass	Vegetated Subtotal			
9.6 ac	6.9 ac	5.6 ac	22.1 ac	12.1 ac	34.2 ac	396.7 ac
28.2%	20.1%	16.4%	64.6%	35.4%	100%	-

465 **Shoreline Stability-** A mix of natural shoreline and armored slopes characterizes the reach, with the armoring occurring mostly along the BNSF railroad/highway berm and in select locations of the industrial/manufacturing area at the far west of the reach. The reach’s soil types include Arents and Steever soils. Arents soils are composed of gravelly sandy loams and Steever soils are stony or gravelly clay loams. These soils both are Well Drained, and have Moderate availability of water storage.

470 Geologic hazards have not been mapped for many areas of this reach which are outside of city limits, but the areas of the reach with slopes greater than 25% have Moderate Hazard potentially unstable slopes (Map 5A) and the terrain is a result of the Cascade Landslide Complex. The railroad/highway berm has a High liquefaction potential in the event of earthquakes (Map 5).

475 The very eastern portion of this reach at the confluence with Rock Creek is seeing rapid aggradation as the Piper Road landslide overwhelms the sediment transport system. Shallow waters and partially dry lands result depending on the elevation of the Bonneville Pool. The relative lack of concerns in comparison to the other reaches characterized justifies the “Fair” rating.

4.3.3 Biological Environment

Fish-Blocking Culverts- There are no culverts identified on the WDFW inventory within this reach and an “Excellent” rating is easily justified.

480 **Permanently Protected Areas-** This reach is rated as “Very Poor” because there are no areas subject to permanent protective covenants or environmentally protective deed restrictions and because the entirety of this reach is under private ownership.

485 **Priority Habitat & Species-** The PHS priority habitat supporting waterfowl concentrations is located in this reach. PHS species within the reach include Columbia River salmonids, white sturgeon, and northern spotted owl. 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. 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.

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

490 **4.3.4 Altered Conditions**

495 **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. 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.

500 **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%

505 **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".

510 **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.

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

Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	0%	-	-	-
Any Structure*	42.9%	0 ft	24 ft	15 ft

*Based on data aggregated with Ashes Lake Reach. Average setbacks for structures include the proximity of Ash Lake Road and SR 14 to the OHWM of Ashes Lake.



Urban Runoff- While containing 15% of the linear footage of shorelines in the Stevenson Urban Area, this reach only accepts stormwater from 2% of that area. Separated from uphill drainage by the state highway and the railroad, the runoff entering the Columbia River in this reach comes only from shoreline properties. A "Very Good" rating for this reach is not justified because treatment of stormwater for these former industrial properties and transportation corridors is minimal and the reach is downstream from more degraded runoff areas.

520

4.3.5 Public Access

525

Physical and visual access to the Columbia River waterfront is limited because of the continuous presence of the elevated rail bed of the BNSF tracks and SR 14 and private ownership. The reach does not include any park benches, boat launches with access to the river, or trails. At the June 8, 2015 community vision workshop, attendees recommended improved shoreline access to the Columbia River waterfront with a preference for continued public access along the shoreline. The scope and style of this access will largely depend on the type of development that occurs along this reach. Development with a commercial or tourist focus should result in greater public physical and visual access, including a marina if the property owners wish to pursue opportunities for the best site identified in a 1995 study covering the mid-Columbia Gorge region. Development with an industrial focus may result in shoreline public access that is limited to viewpoints, overlooks, or other forms of visual access for safety and security issues.

530

4.3.6 Degraded Areas & Restoration Opportunities

535

Degraded conditions in this reach include:

540

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Character and coverage of riparian vegetation.
4. Rip rap armoring of shorelines.
5. Unknown character of PHS listings.
6. Ecosystem-wide water quality concerns.
7. Paved coverage (roads and former industrial site).
8. Proximity of non-water-oriented and/or abandoned structures to OHWM.
9. Abandoned pilings.
10. Quantity & unknown quality of stormwater runoff.

545

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include dredging aggraded areas, incorporating soft armoring along river banks, preserving and

enhancing canopy cover, assessing habitat areas, removing heritage piles, improving stormwater collection and treatment, etc.

550 4.4 Rock Creek Reach 1



Figure 4.4-1 Rock Creek Reach 1, A Study of Contrasts

Lower Rock Creek with dense development and rapid aggradation, Upper Rock Creek with vegetation and a bedrock channel

Photo Credit Ben Shumaker (2009), BergerABAM (2015).

555 Rock Creek Reach 1 includes the shoreline jurisdictional area associated with Rock Creek within the City's boundaries. On the east side of this stream, this reach covers the area within city limits from the approximate extension of Lasher Street downstream to the BNSF railroad trestle. This reach also runs along the west/south side of the stream from Ryan Allen Road at the upstream end to the BNSF railroad trestle at the downstream end. The southwestern boundary of this reach at the Rock Cove reach is hard to pinpoint, running southward over the Creek's deltaic deposits toward the trestle. This reach includes ~10,375 linear feet of shoreline, 44 acres of shorelands, and 4 acres of water within shoreline jurisdiction. This reach is not a shoreline of statewide significance.

560 A data collection error duplicated data for some of the parcels from Columbia River Reach 2 and included them within this reach. This prevents a similar reporting of existing land uses as completed in other reaches. Visual reconnaissance indicates that most of this reach located upstream from the Rock Creek Drive bridge is undeveloped or developed with residential uses. Public uses dominate the area near and downstream from the bridge, where the majority of the reach's Water-Oriented uses occur. In terms of zoning, the reach is primarily zoned as suburban residential, followed by smaller areas of multi-family residential, public use and recreation, and commercial zoning. There is both private and public land ownership within the reach.

565 Some of the roads within the reach include SW Rock Creek Drive, First Falls View Road, HH Ave, Holly Street, NW Still Cove Lane, Stevenson Transfer Site Road, Neyland Road, Bounty Way, and Ryan Allen Road.


570 The only known archaeological, cultural, or historical resource within the reach is the Skamania County Cemetery District's Iman Cemetery located near the Upper Falls.


4.4.1 Summary of Ecological Functions

Indicators of Ecological Functions—RC1

		Physical Environment			Biological Environment				Altered Conditions				Overall	
		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		⬆️	⬇️	⬇️	⬆️	⬇️	⬇️		⬇️	⬇️	⬆️		⬇️

4.4.2 Physical Environment

 **Available Floodplain Areas-** The floodplain for lower Rock Creek below the falls to the Columbia River confluence is subject to much of the same inundation and flowage easements as the Columbia River and Rock Cove. This inundation causes the sediments of Rock Creek to sink prior to its confluence with the Columbia River. The stream’s bed has risen since construction of the Bonneville Dam and with it, the stream’s capacity to hold floodwaters has been diminished. The capacity of the floodplain has been further reduced by the presence of dredge spoils deposited in the floodplain after the Piper Road Landslide of 2007. These deposits, located on County and private land on the east bank of Rock Creek and downstream from the pedestrian bridge, are intended to be temporary and must be removed according to the Corps permits issued for the emergency dredging. The available floodplain for upper Rock Creek above the falls has not been impacted by the Bonneville Dam or the flowage easements of the USACE. The rating for this indicator is “Poor”, reflecting the balance between the differing dynamics of the upper and lower stream. The Department of Ecology’s Preliminary Channel Migration Zone Map for this reach identifies the potential existence of CMZs and recommends better delineation of potential CMZs at the site-specific level.

 **Riparian Vegetation-** With 91% total coverage, including 63% forest cover, this reach provides “Excellent” vegetative cover. The westside lowlands conifer-hardwood and deciduous lowland riparian forested shorelands are a source of allochthonous inputs and LWM recruitment. Where degraded areas exist in this reach they occur in the lower portion of Rock Creek at the City and County public works and service facilities and at the BNSF and SR 14 berms, where there is very little existing shoreline vegetation.

595 **Table 4.4-1 – Rock Creek Reach 1 Land & Water Areas**

Land Cover						
Forested	Riparian Vegetation			Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass	Vegetated Subtotal			
27.3 ac	6.6 ac	5.7 ac	39.6 ac	3.9 ac	43.5 ac	4.0 ac
62.7%	15.2%	13.2%	91.1%	8.9%	100%	-



Shoreline Stability- The lower portion of this reach is armored, while the portions above Vancouver Avenue are more natural. Arents, Skamania, Steever and Stevenson soils all exist along this reach, with Steever's stony clay loams and Stevenson's loams as the primary soil types. All soils in this reach are Well Drained. The Stevenson soils have a High availability of water storage compared to the Moderate availability of the other reaches. Based on their slop the Steever soils of this reach present a High erosion hazard.

600 Many portions of this reach are categorized as High Hazard areas based on the Debris Flow Hazard and Landslide areas, and Unstable Soils (Map 5A). The areas of the reach with slopes greater than 25% present a Moderate Hazard. The northern portion of the reach was adjacent to the Piper Road Landslide of 2007 and might be expected to be destabilized based on the changes in the watercourse of Rock Creek downstream of the 70' waterfall. The lower portions of this reach have been overwhelmed by the amount of sediment that has entered the system as a result of the landslide, and the "Very Poor" rating is easily understood.

4.4.3 Biological Environment



Fish-Blocking Culverts- The WDFW inventory for this reach identifies the highway bridge as a passable crossing. Neither the railroad nor the Rock Creek Drive bridges are identified by WDFW, but both are passable. The reach is subject to an identified natural passage barrier for migrating Chinook and steelhead based on the dramatic 70' waterfall located ~0.85 miles upstream from the Columbia River. There are no culverts identified on the WDFW inventory within this reach. This combination of passable manmade barriers and impassable natural barriers justifies the "Fair" rating for this reach.

610

615 **Permanently Protected Areas-** In the middle of this west/south bank of this reach, the full shoreline jurisdiction of the Angel Heights subdivision (2005) is covered by a conservation easement benefitting the City. This ~0.33 mile stretch of Rock Creek only allows uses that protect the public health and safety or involve stewardship. Further, 19 other uses are specifically prohibited as inconsistent with the easement. Much of the lower portion of this reach is under City and County ownership providing some confidence in responsible stewardship. The remainder of this "Excellent" reach is subject to private ownership without conservation covenants.



Priority Habitat & Species- The PHS priority habitat type within the reach includes palustrine aquatic habitat. PHS species within it include northern spotted owl and residential coastal cutthroat and rainbow trout, as well as migratory Chinook and steelhead. The monitored non-PHS species within the reach is the ringneck snake. Some threat to aquatic habitat exists based on the spread of milfoil and the Skamania County Noxious Weed Board has considered treatments in this reach. Having fewer overall listings than the Columbia River reaches, this reach carries a "Fair" rating. Future assessment of the condition of these habitat and species types may lead to a change of this indicator's rating.

625

630 **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

635 **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. 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.

640 **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%

645 **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.

655 **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.

660

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	88 ft	77 ft

Urban Runoff- The shoreline for this reach of Rock Creek accounts for 20% of the total shoreline linear
 665 footage in this report and accepts stormwater runoff from 9% of the Stevenson Urban Area. The runoff it
 does accept has minimal treatment. While WSDOT’s engineered system treats stormwater from the state
 highway, far more untreated runoff is entering this reach. Within shoreline jurisdiction, this happens directly
 from parking lots and other paved areas. Of most concern is the lack of treatment of runoff entering at
 Vancouver Avenue’s outfall, which drains a large section of Stevenson’s historic residential core. This reach
 670 has been rated as “Very Poor” based on these trends.

4.4.5 Public Access

The reach is part of a Class IV – Sacred Place described in the Stevenson Comprehensive Plan and includes
 visual public access from the Mill Pond Trail and pedestrian walkways along the SW Rock Creek Drive Bridge,
 which provides views of Rock Creek. The County Fairgrounds are located on the west side of Rock Creek,
 675 south of SW Rock Creek Drive and provide informal physical access to the stream. There is a pedestrian
 bridge implemented as part of a coordinated pedestrian circulation plan (Figure 4.6-2) to connect the
 Fairgrounds with downtown Stevenson.



Figure 4.4-2 Rock Creek Reach 2
 A potential public access site and pedestrian bridge on lower Rock Creek
 Photo Credits: Michelle Ruzsek (2012), Ben Shumaker (2015).

At the June 8, 2015 community vision workshop conducted for the SMP update, stakeholders stated that
 680 sedimentation from the Piper Road Landslide is causing scenic enjoyment issues for recreationalists and
 visitors. The attendees also discussed how during low flows or low dam levels, this sedimentation prevents
 fishers and kayakers from travelling between Rock Creek to the Columbia River. Additionally, stakeholders
 suggested improving the surfacing and amenities offered along the trails near Rock Creek and providing
 continuous public access along the shoreline. Access to the Rock Creek Falls is described below. Potential
 685 visual access could be developed on the Angel Heights Park site. Other projects considered include

development of a public physical access and picnic site at the location of the dilapidated tug boat dock between the SR14 and railroad bridges.

4.4.6 Restoration Opportunities



Figure 4.4-3 Potential Restoration Opportunities, Rock Creek Reach 1
Dilapidated structures and City-owned facilities present opportunities for restoration.

Photo Credits: Berger/ARAM (2015), Ben Shumaker (2013), Ben Shumaker (2013)

690 4.4.6 Degraded Areas & Restoration Opportunities

Degraded conditions in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Shoreline instability near the Piper Road Landslide.
- 695 4. Character and coverage of riparian vegetation (lower Rock Creek).
5. Rip rap armoring of shorelines.
6. Presence of piers in Rock Creek for the SR 14 and Rock Creek Drive bridges.
7. Unknown character of PHS listings.
8. Ecosystem-wide water quality concerns.
- 700 9. Paved coverage (roads and parking areas).
10. Proximity of non-water-oriented and/or abandoned structures to OHWM (abandoned residential and former transportation structures).
11. Abandoned pilings.
12. Quantity & unknown quality of stormwater runoff.
- 705 13. Quality of stormwater entering from Vancouver Avenue stormwater outfall.

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include dredging aggraded areas, incorporating soft armoring along river banks, preserving and enhancing canopy cover, assessing habitat areas, removing heritage piles, improving stormwater collection and treatment, etc. Additional solutions will be based in part on the June 8, 2015 community vision workshop where it was stated that infrastructure at the mouth of Rock Creek constrains natural processes such as stream flow/mobility.

710 4.5 Rock Creek Reach 2

715 Rock Creek Reach 2 includes shoreline jurisdictional area associated with the north/east bank of Rock Creek in the unincorporated Urban Area. This includes the area ~5,325 linear feet from the City boundary at about Lasher Street upstream to the urban area boundary just north of Ryan Allen Road. The reach includes 30 acres of land and 7 acres of water. The City is choosing to predesignate this reach in preparation for future annexation. This reach is not a shoreline of statewide significance.

720

Projected land uses in this reach have a residential focus. However, currently only 25% of the land is used for residential purposes. County ownership of 37% of this reach will likely preclude future residential development. None of the land in this reach is currently used for water-oriented purposes. There are no known archaeological, cultural, or historical resources within the reach.

Table 4.5-1 – Rock Creek Reach 2 Land Use Trends

Future Land Use							
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade	Total		
	93%	0%	3%	3%	100%		
Current Zoning							
	Residential	Public	Resource	Commercial	Industrial	Total	
	100%	0%	0%	0%	0%	100%	
Existing Land Use							
	Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
	41%	25%	20%	14%	0%	0%	100%
Shoreline Preferred Uses							
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented	Total		
	41%	25%	0%	33%	100%		
Land Ownership							
	Private	Local Government	State or Federal Government	Total			
	61%	37%	1%	100%			

4.5.1 Summary of Ecological Functions

Indicators of Ecological Functions—RC2

	Physical Environment			Biological Environment			Altered Conditions			Overall			
	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		↗	↘	↘	⊖	↘	⊖	↗	↗	⊖		⊖

725

4.5.2 Physical Environment

730 **Available Floodplain Areas-** The floodplain for the very southern portion of this reach below the falls subject to much of the same inundation and flowage easements as the Columbia River and Rock Cove. This inundation causes the sediments of Rock Creek to sink prior to its confluence with the Columbia River. The stream's bed has risen since construction of the Bonneville Dam and with it, the stream's capacity to hold floodwaters has been diminished. The available floodplain for upper Rock Creek above the falls has not been impacted by the Bonneville Dam or the flowage easements of the USACE. The rating for this indicator is "Good", reflecting the limited coverage of lower Rock Creek in this reach. The Department of Ecology's Preliminary Channel Migration Zone Map for this reach identifies the potential existence of CMZs and recommends better delineation of potential CMZs at the site-specific level.

740 **Riparian Vegetation-** The most vegetated of all reaches, the "Excellent" vegetative cover adds up to 94% of all land within the reach, including 75% covered by forest. These forests are westside lowlands conifer-hardwood and deciduous lowland riparian, and they provide a source of LWM recruitment and allochthonous inputs. Degraded areas in this reach are localized to the area affected by the Piper Road Landslide, where the exposed scarp and landslide mass have little regrowth.

Table 4.5-2 – Rock Creek Reach 2 Land & Water Areas

Land Cover							
Forested	Riparian Vegetation			Vegetated Subtotal	Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass					
22.6 ac	1.3 ac	4.7 ac	28.6 ac	1.8 ac	30.4 ac	6.5 ac	
74.4%	4.2%	15.5%	94.1%	5.9%	100%	-	


745 **Shoreline Stability-** Shoreline armoring is not evident in this reach. Steeper soils predominate, with very small pockets of Stevenson soils at the very upper and very lower portions. The Steeper soils are Well Drained stony and gravelly clay loams. They have a Moderate availability of water storage and present a Severe erosion hazard because of the steep slopes that are present.


750 A large portion of the center of this reach was part of the Piper Road Landslide of 2007 and is still subject to some scarp toppling and slow rotational ground movement. This area is the best known, and highest hazard area characterized in this report and the landslide has deposited an overwhelming amount of sediment into the reach. This "Very Poor" reach also includes Debris Flow Hazards, Unstable Soils and other High Hazard areas as well as Moderate Hazard areas having slopes greater than 25% (Map 5A).

4.5.3 Biological Environment


755 **Fish-Blocking Culverts-** This reach is subject to an identified natural passage barrier based on the 70' waterfall located ~0.85 miles upstream from the Columbia River. There are no culverts identified on the WDFW inventory within this reach; however the natural barriers of this reach justify its "Very Poor" rating.

Permanently Protected Areas- No areas in this reach are subject to permanent protective covenants or environmentally protective deed restrictions. County ownership provides some protection of the area near the 2007 Piper Road landslide. However, Skamania County has recently sold property within this reach to private owners, and it is unknown whether this trend will continue and the "Fair" rating is appropriate.

760  **Priority Habitat & Species-** No PHS priority habitat types are designated within the reach. PHS species within it include resident coastal cutthroat, winter steelhead, rainbow trout, and northern spotted owl. Some threat to aquatic habitat exists based on the spread of milfoil. The comparative lack of PHS listings in this reach is interpreted as a negative ecological indicator, as reflected in the “Poor” rating.

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

4.5.4 Altered Conditions

 **303(d) Listings-** There are no 303(d) listings within this “Excellent” reach.



770  **Impervious Surface Area-** In terms of both total coverage (1.1 ac) and reach-wide percentage of coverage (3.6%), this reach has less overall pavement, gravel, or rooftops than any other. The larger lot size of the properties in this reach contributes to the average impervious coverage that less than half of the next closest reach. The “Excellent” rating reflects the lack of comparable reaches within in this analysis.

Table 4.5-3 – Rock Creek 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	1.1 ac	3.6%	7.9%	4.5%
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

775  **Overwater Roads & Structures-** Ryan Allen Road crosses Rock Creek at the westernmost portion of this reach. Its freespan from bank to bank covers ~2,000sf and is located ~30 ft above water level. No other roads or structures have been constructed over the waters of this “Good” reach.



780  **Setbacks to OHWM-** Only a quarter of the properties in this reach are developed with buildings, but central tendencies combine to equal ~75 ft, these buildings’ location is closer to the OHWM than the other Rock Creek reach. More than half of the properties contain some kind of developed structures, and the central tendencies in this case combine to equal ~100 ft. The reach has a “Fair” rating overall.

Table 4.5-4 – Rock Creek Reach 2 Development Proximity to OHWM

Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	23.0%	71 ft	77 ft	74 ft
Any Structure	61.5%	0 ft	95 ft	89 ft

785  **Urban Runoff-** Unlike most others, this reach drains a proportionate amount of the Stevenson Urban Area (13%) compared to its linear footage (10%). While engineered treatment systems are relatively infrequent, the lack of development density in the areas draining to this reach makes this a lesser concern and the “Good” designation is appropriate.

4.5.5 Public Access

Despite the large amount of public ownership in this reach, there is limited public access. Visual public access is limited to the Ryan Allen Road bridge. Physical public access does not currently exist.



Figure 4.5-1 Upper & Lower Rock Creek Falls
Upper Falls as seen from Rock Creek Reach 1, Lower Falls showing inaccessibility and mass wasting based on the Piper Road Landslide
Figure Credit: Tamara Toppel (2008), Department of Transportation (2007).

790

Rock Creek Falls, especially Upper Rock Creek Falls, is identified as a potential Class IV – Sacred Place in the Comprehensive Plan. Development of amenities at this location has been debated in the past and often declined to keep this hidden wonder a locals-only amenity. At the June 8, 2015 community vision workshop conducted for this update, stakeholders suggested improving the trails near Rock Creek waterfalls. If developed as a visual public access site, the County-owned property in this reach could be considered for accessory parking, access trails, and a picnic area. Physical access to this reach is likely to remain difficult.

795

4.5.6 Degraded Areas & Restoration Opportunities

Degraded conditions in this reach include:

800

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Shoreline instability near the Piper Road Landslide.
4. Character and coverage of riparian vegetation (Piper Road Landslide).
5. Unknown character of PHS listings.
6. Proximity of non-water-oriented and/or abandoned structures to OHWM.
7. Quantity & unknown quality of stormwater runoff.

805

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include dredging aggraded areas, preserving and enhancing canopy cover, increasing connectivity between sections of Rock Creek, assessing habitat areas, improving stormwater collection and treatment, etc.

4.6 Rock Cove



Figure 4.6-1 Rock Cove
An aerial photo showing early sedimentation impacts from the Piper Road landslide
Figure Credit: Department of Ecology (2007).

810

The Rock Cove reach includes the waterbody otherwise known as the Stevenson Mill Pond, Stevenson Lake, Rock Creek Pond, or Hegewald Mill Pond. Rock Cove is located in the city, is connected to Rock Creek Reach 1 at its mouth, and is to the north of Columbia River Reach 3, separated by the highway/railroad berm. The reach includes all of Rock Cove, the northern fill slope of SR 14, and western portions of the Skamania County Fairgrounds, the Columbia Gorge Interpretive Center, other County-owned properties, and three residential properties. Including the islands in the cove, there are ~18,800 linear feet of shoreline, 69 acres of water, and 35 acres of shorelands. There is presently a lack of clarity regarding whether this reach is a shoreline of statewide significance.

815

More than 60% of land in this reach is owned by public agencies and 82% of the land is developed with some type of use. The majority of land (56%) is used for commercial purposes, and 54% of land use is Water-Oriented. Projected land uses focus on adding commercial and public uses.

820

Outside of the resources curated by the Interpretive Center, there are no known archaeological, cultural, or historical resources within the reach.

825

830

Table 4.6-1 – Rock Cove Land Use Trends

Future Land Use						
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade	Total	
	0%	2%	98%	0%	100%	
Current Zoning						
	Residential	Public	Resource	Commercial	Industrial	Total
	14%	55%	0%	30%	0%	100%
Existing Land Use						
Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
18%	10%	16%	0%	56%	0%	100%
Shoreline Preferred Uses						
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented	Total	
	18%	4%	54%	25%	100%	
Land Ownership						
	Private	Local Government	State or Federal Government	Total		
	39%	55%	6%	100%		

4.6.1 Summary of Ecological Functions

Indicators of Ecological Functions—RCO

		Physical Environment			Biological Environment			Altered Conditions			Overall			
		Available Floodplain Area	Riparian Vegetation	Shoreline Stability	Fish-Blockin g 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			↩	↩	↩	↩	↩	↩		↩	⊖	↩		↩

835 **4.6.2 Physical Environment**

↩ Available Floodplain Areas- The available floodplain for Rock Cove has been inundated by, and is fully controlled by operations at, the Bonneville Dam. The US Army Corps of Engineers maintains flowage easements for all properties in the reach. The sedimentation of Rock Creek impacts Rock Cove as well, and

840 the lake’s capacity to hold floodwaters has been diminished. Rock Cove is a lake and not subject to channel migration. The “Very Poor” aspects of this reach relate to the Corps’ current inundation of the floodplain and its authority to further inundate the properties of this reach.

845 **Riparian Vegetation-** Similar in character to the Columbia River Reach 1 east of Stevenson, this “Good” rated reach provides vegetative cover over 77% of the land in this reach, including 37% of the land that is forested. The forested areas along the Cove and on its islands are a source of allochthonous nutrient and energy inputs and LWM recruitment. Similar to other reaches, these forested areas include westside lowlands conifer-hardwood forest and deciduous lowland riparian forest. This reach is unique from the other reaches of this characterization based on the large open-lawn areas of the County Fairgrounds and Columbia Gorge Interpretive Center, which increases grass covered lands to 28%. Degradation exists along the transportation corridors of Rock Creek Drive and SR 14, and at a former industrial site on the west end of the Cove.

850 **Table 4.6-2 – Rock Cove Land & Water Areas**

Land Cover						
Forested	Riparian Vegetation			Non-Vegetated Land	LAND TOTAL	Water
	Shrub	Grass	Vegetated Subtotal			
12.6 ac	4.1 ac	9.7 ac	26.4 ac	8.1 ac	34.6 ac	4.0 ac
36.5%	12.0%	27.9%	76.5%	23.5%	100%	-

855 **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. 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.

860

4.6.3 Biological Environment

865 **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.

870 **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.

875 **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.

880 **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

885 **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. No other 303(d) listings occur within this reach.

890 **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, the proportion of each developed lot that is covered by impervious surfaces is less than the overall proportion, a difference is explained in part by the reach’s comparatively large lot sizes. The “Poor” designation of this reach reflects its similarity to Columbia River Reach 3 and Rock Creek Reach 1.

Table 4.6-3 – Rock Cove 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	5.7 ac	16.5%	25.3%	21.9%
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

895 **Overwater Roads & Structures-** Two apparently communal overwater structures are located adjacent to each other in the northern portion of this in this reach along Rock Creek Drive (denoted on Map 15 as B and C). Ownership of these 2 linear docks is likely private, however they are located on Skamania County property, accessed from City right-of-way, and rarely used. The total surface area of these structures is ~1,000 sf. Rock Cove also contains numerous pilings driven in during its history as a mill pond. There are no overwater roads and this reach has been rated as “Fair”.

900 **Setbacks to OHWM-** Nearly half of the properties in this reach contain buildings, and their setbacks average nearly 100 ft from the OHWM. Roads and other structures are even more ubiquitous and, though the closest structure is only 15 ft away, when combined the central tendencies for setbacks are still ~100 ft from the OHWM. The “Good” rating of this reach reflects the larger setbacks and the larger trend separating city reaches from pre-designated reaches.

905 **Table 4.6-4 – Rock Cove Development Proximity to OHWM**

Setbacks to OHWM				
	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	45%	71 ft	108 ft	96 ft
Any Structure	80%	15 ft	88 ft	92 ft

910 **Urban Runoff**- Rock Cove receives runoff from 17% of the Stevenson Urban Area while making up 36% of shoreline linear footage. Runoff enters primarily from Foster Creek and from storm systems along SR 14 and Rock Creek Drive. Treatment levels for this runoff are mixed, including engineered detention ponds for new subdivisions, pervious pavement and wet wells for Skamania County, and untreated runoff from roads and parking areas. The Angel Heights & Hidden Ridge subdivisions maintain engineered systems prior to contributing runoff to this reach, as does the City for some transportation corridors. Natural filtration by soil filtration and vegetation uptake is relied on within Foster Creek, and limited amounts of untreated runoff enter the Cove. While on the cusp of "Fair, the "Poor" rating is more appropriate for this reach based on the density of development in the drainage area and overall lack of stormwater treatment.

915 **4.6.5 Public Access**

The entire Rock Cove reach is considered a Class IV – Sacred Place in the Stevenson Comprehensive Plan. This Sacred Place includes visual and physical access to Rock Cove from the Columbia Gorge Interpretive Center, Rock Creek Park, and the Skamania County Fairgrounds. The reach includes interpretive signs, park benches with views of the river, an informal nonmotorized boat launch with access to the water on the western side of Rock Cove, walkways, and the Mill Pond Trail.

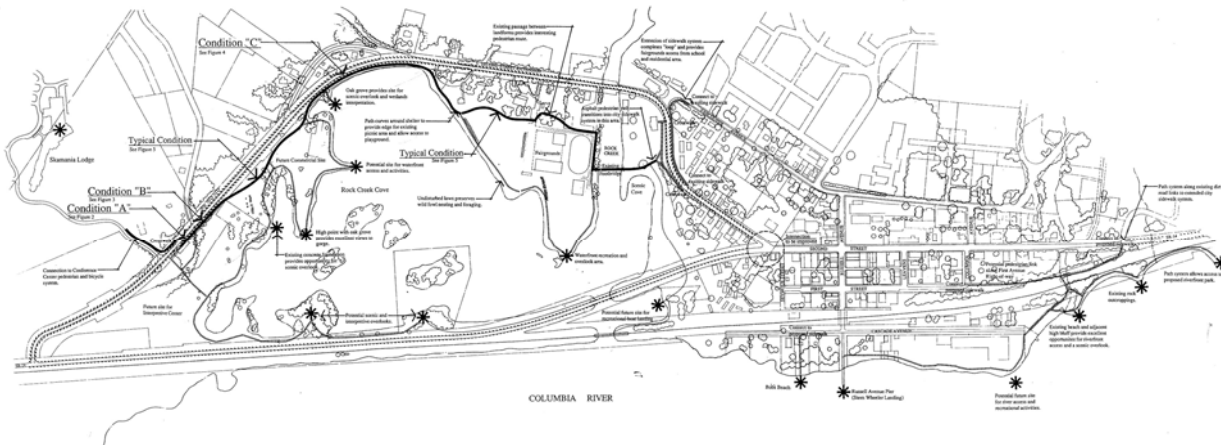


Figure 4.6-2 Pedestrian & Bicycle Links for Rock Cove, Columbia River Reach1, & Columbia River Reach 2
A plan from 1991, partially implemented
Figure Credit: Walker Macy (1991).

925 The multi-use Mill Pond Trail along the Cove is a result of a long term effort to connect Skamania Lodge to downtown Stevenson, and easement exists to provide additional pedestrian pathways along the western, county-owned property including the assisted living facility and the currently vacant developable parcels to its north. The Comprehensive Plan describes potential enhancements for this area, including landscaping plans for publicly owned areas and dredging of sediments deposited after the Piper Road Landslide.

930 Stakeholders at the June 8, 2015 community vision workshop recommended public access improvements such as: (1) improving the existing boat launch, which is in a state of disrepair; (2) improving access for recreational activities including fishing, boating, swimming, and kayaking; and (3) improving shoreline access to the Columbia River waterfront, with a preference for continuous public access along the City's shoreline rather than disconnected segments of differing surfacing and amenity levels.

935 Metal strapping and other metal debris from structures associated with the former mill on Rock Cove as identified in the 1997 Rock Cove Environmental Evaluation and Comprehensive Plan. This derelict metal was described as hazardous to recreational users of the Cove.

4.6.6 Degraded Areas & Restoration Opportunities



Figure 4.6-3 Potential Restoration Opportunities, Rock Cove
Pilings and other relics of Rock Cove's industrial past.

Photo Credits: BergerABAM (2015), Ben Shumaker (2013)

Degraded conditions in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
- 940 2. Aggradation in lower Rock Creek.
3. Character and coverage of riparian vegetation.
4. Rip rap armoring of shorelines.
5. Culverts (Foster Creek).
6. Unknown character of PHS listings.
- 945 7. Unknown character and functions of wetland.
8. Ecosystem-wide water quality concerns.
9. Paved coverage (roads and parking areas).
10. Proximity of non-water-oriented and/or abandoned structures to OHWM (abandoned former industrial fences, metal strapping and debris, and concrete structures).
- 950 11. Abandoned pilings.
12. Quantity & unknown quality of stormwater runoff.

Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include dredging aggraded areas, replacing the culvert for Foster Creek under Rock Creek Drive, incorporating soft stabilization along banks, preserving and enhancing canopy cover, assessing habitat and wetland areas, removing heritage piles, removing former industrial fences and structures, improving stormwater collection and treatment, etc.

955

4.7 Ashes Lake

960 The Ashes Lake reach includes only the extreme eastern portion of Ashes Lake, two road rights-of-way (Ash Lake and Mallicott), and small portions of privately owned properties. This reach is located within the Stevenson Urban Area, west of Skamania Lodge and north of SR 14, and is being pre-designated. The Columbia River frontage south of the highway and railroad is part of Columbia River Reach #3, previously described. The shoreline jurisdictional area of this reach includes all lands extending landward for 200 feet from the OHWM, including floodplains within 200 feet. This reach is not a shoreline of statewide significance. Land uses in this reach are projected to involve commercial trade, though 63% of the reach is currently undeveloped. The primary existing land use within this reach is road right-of-way, with smaller areas that are undeveloped and private/commercial forest. The reach includes no known archaeological, cultural, or historical resources.

965

Table 4.7-1 – Ashes Lake Land Use Trends

Future Land Use						
	Low Density Residential	High Density Residential	Low Intensity Trade	High Intensity Trade	Total	
	0%	0%	100%	0%	100%	
Current Zoning						
	Residential	Public	Resource	Commercial	Industrial	Total
	0%	0%	37%	63%	0%	100%
Existing Land Use						
Undeveloped	Residential	Public	Resource	Commercial	Industrial	Total
63%	0%	0%	37%	0%	0%	100%
Shoreline Preferred Uses						
	Undeveloped	Single –Family Residential	Water-Oriented	Non-Water Oriented	Total	
	63%	0%	0%	37%	100%	
Land Ownership						
	Private	Local Government	State or Federal Government	Total		
	100%	0%	0%	100%		

970 **4.7.1 Summary of Ecological Functions**

Indicators of Ecological Functions—AL

		Physical Environment			Biological Environment				Altered Conditions			Overall		
		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		↘	↗	↗	↗	↘	↘		↘	↗	↘		↗

4.7.2 Physical Environment


↘ **Available Floodplain Areas-** The available floodplain for Ashes Lake has been inundated by, and is fully controlled by operations at, the Bonneville Dam. The US Army Corps of Engineers maintains flowage easements for all properties in the reach. Ashes Lake is a lake and not subject to channel migration. The “Very Degraded” aspects of this reach relate to the Corps’ current inundation of the floodplain and its authority to further inundate the properties of this reach.


↘ **Riparian Vegetation-** Specific percentages of vegetative cover have not been developed for this reach, based on its small size. However, the land is primarily non-vegetated based on the presence of Ash Lake and Mallicott roads. Where vegetation exists in this “Very Poor” reach, it includes westside lowlands conifer-hardwood forest, deciduous lowland riparian forest, and some shrub and grass lands. The forested area along Ashes Lake is a source of LWM recruitment and allochthonous inputs to the aquatic system.


↗ **Shoreline Stability-** The stony and gravelly clay loam Steever soils of this reach are partially armored along this reach. These soils are well drained and have Moderate ratings for both available water storage and erosion hazards. The fine-grained analysis leading to Stevenson’s 2008 Critical Areas Map does not cover this reach and Skamania County’s coarse-scale mapping does not identify hazards, however areas of the reach with slopes greater than 25 percent may be potentially unstable.


Knowledge of Geologic Hazard Areas in this reach is less robust than in other reaches within city limits. However, areas with slopes greater than 25% present a Moderate geologic hazard, and other factors affecting shoreline stability are expected to be similar to Rock Cove, a similar road-constricted impoundment of the Columbia River backwaters. These reaches share the “Good” rating.

4.7.3 Biological Environment


995  **Fish-Blocking Culverts-** The culverts under Ash Lake Road and the SR 14/BNSF berm are located outside of the Stevenson Urban Area, and there are no culverts identified on the WDFW inventory within this reach and an "Excellent" rating is easily justified.

1000  **Permanently Protected Areas-** No permanently protected areas have been identified in this reach. However, the "Good" rating reflects the environmental stewardship required of public agencies for the Ash Lake Road and SR 14 rights-of-way along the water's edge provide some assurance of responsible shoreline development.

1000  **Priority Habitat & Species-** The PHS priority habitat types within the reach support waterfowl concentrations. The PHS species within the reach include northern spotted owl and the ringneck snake, a monitored species. Some threat to aquatic habitat exists based on the spread of milfoil. Since this reach supports fewer priority species than the Rock Cove reach, it carries a "Fair" rating.

1005  **Wetland Acreage-** The "Fair" rating applies to this reach as a neutral placeholder since it contains no mapped local inventory or NWI wetlands (Map 8).

4.7.4 Altered Conditions

 **303(d) Listings-** There are no 303(d) listings within this "Excellent" reach.


1010  **Impervious Surface Area-** A comparison of full percentages of impervious surface coverage in this reach is not available at this time. However, the reach is characterized as "Very Poor" based on the presence of the paved Ash Lake Road and the graveled Mallicott Road which cover 1.6 ac of this small reach.

Table 4.7-2 – Ashes Lake 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	1.6 ac	??	??	??
Total Jurisdiction	29.4 ac	14.4%	46.3%	36.2%

 **Overwater Roads & Structures-** This "Excellent" reach contains no overwater roads or structures.


1015  **Setbacks to OHWM-** No buildings are located in this reach, and the closest structure on any lot within the reach is 106 ft from the OHWM. However, the method of data collection combined the roads of this reach with Columbia River Reach 3. Visual reconnaissance confirms that structures associated with the roads of this reach are located as close as 25 ft to the OHWM, and justify its "Poor" rating.

Table 4.7-3 – Ashes Lake Development Proximity to OHWM

Setbacks to OHWM

	% of Lots with Construction	Smallest Setback	Mean Setback	Median Setback
Buildings	0%	-	-	-
Any Structure*	33.3%	106 ft	106 ft	106 ft

*Based only on lots, road data is aggregated with Columbia River Reach 3 and located closer to the OHWM than 106 ft.

1020 **I Urban Runoff-** Thought it only contains 1% of the total shoreline linear footage of the area, this reach accepts stormwater from 5% of the Stevenson Urban Area. There is a relative lack of development within that drainage area and most runoff occurs from gravel roads with some natural filtration. The "Fair" rating is appropriate at this time.

4.7.5 Public Access

1025 The Ashes Lake reach includes very limited public physical access to Ashes Lake and the Columbia River. The Ash Lake-Mallicott road corridor functions as an informal portion of the bicycle/pedestrian Trail of the Gods between Stevenson and the Bridge of the Gods. There are no boat ramps, interpretive signs, or parks. There is a small area along Ash Lake Road that some may use as a pull-off for viewing the lake, but sight lines are limited. Ashes Lake is also visible from the SR 14 travel corridor.

1030 4.7.6 Degraded Areas & Restoration Opportunities

Degraded conditions in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Character and coverage of riparian vegetation.
3. Rip rap armoring of shorelines.
- 1035 4. Unknown character of PHS listings.
5. Unknown character and functions of wetland.
6. Paved coverage (roads).
7. Proximity of non-water-oriented and/or abandoned structures to OHWM.
8. Quantity & unknown quality of stormwater runoff.

1040 Specific opportunities to restore these degraded conditions will be addressed in detail in the Restoration Plan and may include incorporating soft armoring along banks, preserving and enhancing canopy cover, assessing habitat areas, removing heritage piles, improving stormwater collection and treatment, etc.

5.0 Use Analysis

The SMA and the state's shoreline guidelines (WAC 173-26-176) acknowledge and support increased human use of shoreline properties. This use, according to the state legislature, is subject to "ever increasing pressures of additional uses," which must be managed through increased coordination so as to avoid "the inherent harm [of] an uncoordinated and piecemeal development of the state's shorelines." In short, the state wants to see shorelines put to their highest and best use. As the shoreline guidelines state (WAC 173-26-201(2)(d)), the preferences and priorities for shoreline uses involve:

- Reserve appropriate areas for protecting and restoring ecological functions to control pollution and prevent damage to the natural environment and public health.
- Reserve shoreline areas for water-dependent and associated water-related uses.
- Reserve shoreline areas for other water-related and water-enjoyment uses that are compatible with ecological protection and restoration objectives.
- 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.
- Limit non-water-oriented uses to those locations where the above described uses are inappropriate or where non-water-oriented uses demonstrably contribute to the objectives of the SMA.

This section of the inventory and characterization report discusses the current uses of Stevenson's shorelines, whether current uses are preferred or water-oriented, analyzes potential future uses of shoreline areas, and provides recommendations for accommodating such uses in the future. This discussion is possible based on a detailed analysis of GIS data for every legal lot of record and right-of-way in shoreline jurisdiction. The GIS data included information collected specifically for this effort, developed during preparation of the 2013 Stevenson Comprehensive Plan, and maintained by the Skamania County Assessor's Office for their operations.

5.1 Land Ownership

Ownership trends are markedly different between the areas within Stevenson's existing city limits and the urban expansion area (i.e., predesignated) considered in this report. Within the City's jurisdiction, ownership is split, with 53.9% private and 46.1% public. However, in the urban expansion area, private ownership increases to 70.0%. Skamania County—holding 22.1% of all shoreline areas considered in this report—is the single largest public shorelines landowner for both city and county jurisdiction areas. The largest private landholding within the City belongs to the nonprofit Columbia Gorge Interpretive Center, which encompasses approximately 65.4 acres for the museum's grounds and the waters of Rock Cove. The largest private landholding outside city limits is the approximately 70-acre site of the old Co-Ply plywood mill. Map 11 and **Error! Reference source not found.**5.1-1 below present ownership type by jurisdiction within the City's shoreline jurisdiction.

Table 5.1-1 – Existing Ownership by Jurisdiction

Ownership Type	City Jurisdiction		County Jurisdiction (Predesignated)		Combined	
	Acreage	Percent	Acreage	Percent	Acreage	Percent
Cemetery	0.6	0.6%	2.7	2.7%	3.3	1.6%
City	8.7	8.2%	0.0	0.0%	8.7	4.2%
County	28.2	26.8%	16.9	17.1%	45.1	22.1%
Federal	-	-	0.5	0.5%	0.5	0.2%
Port	8.2	7.8%	2.7	2.7%	10.9	5.3%
State	2.9	2.7%	6.8	6.9%	9.7	4.7%
Private	56.9	53.9%	68.9	70.0%	125.8	61.7%
Total	105.5	100%	98.4	100%	204.0	100%

5.2 Land Use and Water Dependency

40 5.2.1 Future Land Use & Zoning

The existing land uses within the City's shoreline jurisdiction are dominated by undeveloped lands which make up 33.7% of shoreline jurisdiction. As accounted for in the 2013 Stevenson Comprehensive Plan, the remaining land usage involves public uses—city, county, state, and federal uses—at 26.9%, tourism uses are 15.5%, 12.8% are single-family residential, 6.3% are timber related, 2.6% involve multi-family residential, 1.3% manufacturing, and only 0.8% are other types of commercial uses.

45 The 2013 Stevenson Comprehensive Plan also projects land usage in the City and urban expansion area, defining 4 broad categories of land use for low and high density/intensity residential and trade uses and an "Urban Reserve" category for lands that should be held for uses those categories but which cannot yet be developed until municipal services are available. These Future Land Use designations act as umbrellas
50 for different categories of zoning districts. Table 5.2-1 provides the summary of these different designations as they apply to the areas reviewed by this report.

5.2.2 Preferred and Water-Dependent Uses

Highest and best utilization of shoreline areas involves accommodating water-oriented uses while discouraging non-water-oriented uses.

55 Water-oriented uses include varying degrees of reliance on and connection to shorelines of the state.

- "Water-Dependent Use" means a use or portion of a use which cannot exist in a location that is not adjacent to the water and which is dependent on the water by reason of the intrinsic nature of its operations (WAC 173-26-020(39)).

60 • "Water-Related Use" means 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:

- 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

65 **Table 5.2-1 – Future Land Use and Zoning Designations**

Future Land Use Designation	City Jurisdiction		County Jurisdiction (Predesignated)		Combined	
	Acreage	Percent	Acreage	Percent	Acreage	Percent
Low Density Residential	26.7	0.6%	38.3	38.9%	65.0	31.9%
High Density Residential	11.5	8.2%	-	-	11.5	5.7%
Urban Reserve: High Density Residential	0.6	26.8%	-	-	0.6	0.3%
Low Intensity Trade	41.4	0.0	10.5	10.7%	51.9	25.4%
Urban Reserve: Low Intensity Trade	0.2	7.8%	25.0	25.4%	25.2	12.3%
High Intensity Trade	25.2	2.7%	-	-	25.2	12.3%
Urban Reserve: High Intensity Trade	-	-	24.7	25.1%	24.7	12.1%
Total	105.5	100%	98.4	100%	204.0	100%

Zoning Types	City Jurisdiction		County Jurisdiction (Predesignated)		Combined	
	Acreage	Percent	Acreage	Percent	Acreage	Percent
Low Density Residential Districts	30.2	28.6%	-	-	30.2	14.8%
High Density Residential Districts	14.2	13.4%	40.4	41.0%	54.5	26.7%
Public Districts	30.4	28.8%	-	-	30.4	14.9%
Low Intensity Trade Districts	10.5	9.9%	35.9	36.5%	46.4	22.8%
High Intensity Trade Districts	20.3	19.2%	22.1	22.5%	42.4	20.8%
Total	105.5	100%	98.4	100%	204.0	100%

- The use provides a necessary service supportive of the water-dependent uses and the proximity of the use to its customers makes its service less expensive and/or more convenient (WAC 173-26-020(43)).

- 70 • "Water-Enjoyment Use" means a recreational 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-
75 enjoyment use, the use must be open to the public and the shoreline-oriented space within the project must be devoted to the specific aspects of the use that foster shoreline enjoyment (WAC 173-26-020(40)).

“Non-Water-Oriented Uses,” then, are uses that are not water-dependent, water-related, or water-enjoyment, and might include baseball fields, doctor’s offices, vacuum repair shops, or box factories. Non-water-oriented uses may be vital contributors to the local economy or provide important services for local residents, but they are discouraged in shoreline areas because they do not rely on a shoreline location for their operation.

As these definitions apply to Washington’s shorelines, a ferryboat dock would be considered a water-dependent use, and the ticketing office and/or vehicle waiting areas would be considered water-related. A dockside restaurant would be considered water-enjoyment, but a gas station for ferried vehicles or a boardwalk souvenir shop would be a non-water-oriented use. In an industrial scenario, a harbor and crane transferring raw materials or goods from truck to barge would be considered a water-dependent use. A grain silo or warehouse storing the goods prior to transshipment would be a water-related use. A green space providing visual access to the water would be a water-enjoyment use, but a warehouse or factory for goods that are not shipped by water would be a non-water-oriented use.

In a Stevenson-specific scenario, the tour boat pier is considered a water-dependent use. A retail operation selling or renting sail- or kiteboards is considered water-related, while the windsurfing or kiteboarding launch site is considered a water-dependent use. A restaurant open to the public with a view of the water would also be considered water-enjoyment, but a drive-through savings bank, even with a similar view, would be a non-water-oriented use.

Table 5.2-2 – Existing Water-Oriented Uses

Land Areas (Excluding Water)				
Status	Preferred Use	Acreeage	% Developed Land	% Developed & Undeveloped Land
	Water-Dependent	1.5	1.1%	0.7%
	Water-Related	0.3	0.3%	0.2%
	Water-Enjoyment	30.3	22.4%	14.9%
Developed Land	Total Water-Oriented	32.1	23.8%	15.8%
	Single-Family	26.1	19.3%	12.8%
	Other Non-Water-Oriented	76.9	56.9%	37.7%
	Total Non-Water-Oriented	103.0	76.2%	50.5%
	Subtotal	135.2	100%	n/a
Undeveloped Land	Subtotal	68.8	n/a	33.7%
All Land	Total	204.0	100%	100%

Though preferred under the SMA, water-oriented uses are relatively absent along Stevenson’s shorelines. The majority of developed lands are not developed with uses preferred by the SMA and 19.3% of developed lands are used as single-family residences. This leaves only 23.8% of land used for water-oriented purposes and a shocking 1.1% (1.5 acres) of all developed land in the shoreline jurisdiction analyzed in this report is dependent on its shoreline location.

5.3 Projected Shoreline Use and Potential Use Conflicts

105 The SMA requires that jurisdictions analyze future demand for shoreline space and ensure that the uses
are consistent with the SMA. The City's shoreline jurisdictional area includes an urban waterfront with
intensive transportation and commercial uses, and so it is required to coordinate with DNR and Port
authorities to ensure consistency with harbor area statutes and regulations as well as with port plans. The
City must also identify measures and strategies to encourage appropriate use of these shoreline areas in
110 accordance with the SMA and the Stevenson comprehensive plan, while also determining allowable uses,
resolving potential use conflicts, and planning for the restoration of ecosystem-wide processes and
shoreline ecological functions over time.

The Planning Director of the City of Stevenson provided information about several shoreline development
opportunities and potential shoreline use conflicts within the City during a June 2, 2015 teleconference
with BergerABAM staff. These development opportunities consider balanced development of industrial,
115 commercial, residential, recreational, and other uses, while also aiming to incorporate solutions for
shoreline protection and the preservation of ecological processes and functions. Table 5.3-1 – Projected
Shoreline Uses and Potential Conflicts

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	P O
Columbia River	CR-1 (predesignated)	Stevenson Cemetery	Non Water-Oriented, Cemetery	Limited potential for changes of use. Current use unlikely to conflict with adjacent parcels. Normal maintenance and repair of existing structures not anticipated to conflict with shoreline preferred uses.	P a
	CR-1 (predesignated)	Slaughterhouse Point (small bump-out in center of reach)	Undeveloped	Port has expressed a desire for possible water access/recreational use and/or habitat mitigation site for downtown Port development. Future development unlikely to conflict with adjacent parcels, but may conflict with SMA preference to protect and enhance ecological functions.	P p a c
	CR-1 (predesignated)	Pebble Beach	Water-Dependent/ Enjoyment, recreation site	Port has had some discussion about providing improved or additional recreation. Presence of BNSF railroad creates potential use conflicts at this site, and development could conflict with shoreline protection and enhancement goals.	P p in
	CR-2	East Point Launch, Port Industrial Site	Water-Dependent/ Related, Non Water-Oriented, recreation site and industrial buildings	Water access at this area is a motorized boat launch and the main kiteboarding site. Port is permitted to restore the Columbia River shoreline in the western part of this site to extend the OHWM ~60' waterward. Use conflicts exist between recreational users and industrial users for parking spaces and traffic operations. A 1995 fatal flaw analysis identified this area for a possible marina. Expansion of existing cidery with restaurant and tasting room has been considered. This would add a preferred Water-Enjoyment use, but present potential conflicts related to parking and industrial traffic operations. Future development of this site could conflict with preference for protecting and enhancing shoreline ecological functions if the Columbia River restoration project is not completed.	P p E e in tr re

120 5.3-1 Projected Shoreline Uses and Potential Conflicts provides some information on the various shoreline development opportunities and potential conflicts within the City grouped by waterbody and reach. Projected shoreline uses and potential use conflicts are summarized below for all reaches within the City and predesignated areas, with the exceptions of Rock Creek Reach 2 and Ashes Lake, where no development opportunities were identified.

Table 5.3-1 – Projected Shoreline Uses and Potential Conflicts

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Columbia River	CR-1 (predesignated)	Stevenson Cemetery	Non Water-Oriented, Cemetery	Limited potential for changes of use. Current use unlikely to conflict with adjacent parcels. Normal maintenance and repair of existing structures not anticipated to conflict with shoreline preferred uses.	Publicly-owned, potential for visual access improvements
	CR-1 (predesignated)	Slaughterhouse Point (small bump –out in center of reach)	Undeveloped	Port has expressed a desire for possible water access/recreational use and/or habitat mitigation site for downtown Port development. Future development unlikely to conflict with adjacent parcels, but may conflict with SMA preference to protect and enhance ecological functions.	Publicly-owned, potential water-only access to picnic or camping area
	CR-1 (predesignated)	Pebble Beach	Water-Dependent/ Enjoyment, recreation site	Port has had some discussion about providing improved or additional recreation. Presence of BNSF railroad creates potential use conflicts at this site, and development could conflict with shoreline protection and enhancement goals.	Publicly-owned, potential to expand/improve amenities
	CR-2	East Point Launch, Port Industrial Site	Water-Dependent/ Related, Non Water-Oriented, recreation site and industrial buildings	Water access at this area is a motorized boat launch and the main kiteboarding site. Port is permitted to restore the Columbia River shoreline in the western part of this site to extend the OHWM ~60' waterward. Use conflicts exist between recreational users and industrial users for parking spaces and traffic operations. A 1995 fatal flaw analysis identified this area for a possible marina. Expansion of existing cidery with restaurant and tasting room has been considered. This would add a preferred Water-Enjoyment use, but present potential conflicts related to parking and industrial traffic operations. Future development of this site could conflict with preference for protecting and enhancing shoreline ecological functions if the Columbia River restoration project is not completed.	Publicly-owned, potential for Water-Enjoyment business expansion, improvement of the trail and addition of recreational amenities

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Columbia River	CR-2	Narrow, Port-owned outparcels	Water-Enjoyment/Related, Non Water-Oriented	<p>Port has discussed redevelopment of this site and removal of the water-related maintenance building and vacant residence. Restaurant building likely to remain.</p> <p>Port is permitted to restore the Columbia River shoreline adjacent to this site, add a non-motorized physical access point, move the OHWM ~80' south and prevent active erosion which threatens the foundation of the restaurant building.</p> <p>Future development of this site could conflict with preference for protecting and enhancing ecological functions and could limit existing visual access to the shoreline from Cascade Avenue.</p>	Publicly-owned, potential for Water-Oriented business expansion, improvement of the trail and addition of recreational amenities
	CR-2	Stevenson Landing	Water-Dependent/Enjoyment	<p>Site is used as a park. Port would like to redevelop a portion of this for water-oriented businesses, and improve aesthetics of the pier at the landing. This site is the western terminus of the permitted restoration project and will move the OHWM waterward. Teo Park to the west of the landing is unlikely to change use</p> <p>Conflicts (noise, wind shadow) with adjacent uses exist when tourboats are docked at Stevenson Landing.</p> <p>Future development could conflict with visual access from Cascade Avenue and the SMA preference for protection and enhancement of ecological functions.</p>	Publicly-owned, potential for Water-Oriented business addition, improvement of the trail and addition of recreational amenities
	CR-2	Hotel site (12 units)	Water-Enjoyment	<p>Based on assumed profitability, potential for redevelopment is low.</p> <p>Site is subject to easement for public trail along the shoreline which connects Stevenson Landing to Bob's Beach. Parking conflicts exist and may increase between this site and Bob's Beach.</p>	Privately-owned, potential to improve trail surfacing in public easement

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Columbia River	CR-2	Bob's Beach, Port Office	Water-Dependent/Related	<p>Site is the main windsurfing location. Change of use is unlikely, but Port has discussed adding amenities to the site, including expanded rigging areas, additional physical access, a bathroom and paved parking. Port has discussed demolishing and rebuilding on the site of an abandoned garage adjacent to a wetland and adding a deck to the office building as potential use for weddings.</p> <p>Parking conflicts exist and may increase between this site and the adjacent hotel. Some wind shadow conflicts are possible when a tourboat is docked at Stevenson Landing. Some conflicts may arise with residential properties west of this site.</p> <p>Future development could conflict with SMA preference for protecting and enhancing shoreline ecological functions.</p>	Publicly-owned, potential for new physical access at western edge of site, improvement and addition of recreational amenities
	CR-2	Residential Properties	Single-Family Residential, undeveloped	<p>Future Land Use and Zoning maps were recently changed to designate these properties as residential. Change in use is unlikely, though development of vacant sites is assumed. Sedimentation at the mouth of Rock Creek is changing the character and may lead to requests for changes of use</p> <p>Use conflicts may occur on the eastern edge of this site and with recreationalists on the water searching for a convenient respite site.</p> <p>Future development may conflict with ecological function preferences of the SMA and public visual access from Cascade Avenue.</p>	Privately-owned, potential to preserve visual access from Cascade Avenue. Unknown potential for physical access may develop based on sedimentation trends near Rock Creek

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Columbia River	CR-3 (predesignated)	Former industrial sites, including site of former Co-Ply mill	Non Water-Oriented, undeveloped, commercial (upland)	<p>Sites are zoned by county as industrial. Private owners may be interested in annexation if development requires water and/or sewer. Future Land Use map would permit either industrial or commercial City zoning.</p> <p>Potential future uses include industrial development and reestablishment of barge dock for shipment of goods. The western portion of the site contained the fewest barriers for development of a regional marina based on a 1995 study of the Oregon and Washington shorelines of the mid-Columbia River, but current owners have stated development of a marina is unlikely.</p> <p>Site access conflicts may develop with the BNSF railroad, but conflicts with other adjacent uses is unlikely. Future development may conflict with shoreline preferred uses, including protection and enhancement of ecological functions and water-orientation of uses.</p>	Privately-owned, nature and scope of access opportunities will depend on character of future development. Continuous public pedestrian access unlikely if developed for industry, however viewing areas or other forms of access can be incorporated if appropriate (safety concerns exist based on BNSF and if working industrial uses develop)
	RC-1	Trailer Park Site	Water-Dependent (abandoned), Non Water-Oriented	<p>This site involves the greatest likelihood for changes of use from the existing mobile home park (upland area) and abandoned barge dock. Owners have expressed a desire to sell the property for redevelopment. BNSF has expressed a desire to replace the bridge of Rock Creek at the southwestern edge of this site.</p> <p>Noise conflicts may occur between this site and the BNSF and SR 14 corridors, but conflicts with other adjacent uses is unlikely. Future development could conflict with water-orientation and ecological function preferences of the SMA.</p>	Privately-owned, potential for new physical access at abandoned barge dock and pedestrian trail access from/under SR 14 and/or BNSF line depending on current sedimentation trends from Rock Creek
Rock Creek					

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Rock Creek	RC-1	Lower Rock Creek, east bank	Water-Enjoyment, Non Water-Oriented, undeveloped	<p>Development and change of use is highly likely. The Future Land Use designation of these properties is High Intensity Trade. Commercial development is expected on the undeveloped site. The County-owned site includes a pedestrian bridge over Rock Creek and non-water oriented utility uses which may be redeveloped for commercial purposes. This area also includes Rock Creek Drive bridge, which is scheduled for replacement by the City with a freespanning structure with greater freeboard.</p> <p>This area is subject to uncertainty regarding the location of the OHWM based on dredging and the placement of materials dredged after the 2007 Piper Road Landslide.</p> <p>Use conflicts may occur with neighboring residential properties and between vehicular and pedestrian traffic. Future development could conflict with preferred uses from the SMA, including protection and enhancement of ecological functions and water-orientation of uses.</p>	Publicly- and Privately-owned, opportunities exist to provide continuous pedestrian access along Rock Creek with a potential connection under SR 14. Expanded and new public amenities could be added near the bridges, including improved visual and physical access.
	RC-1	Rock Creek Drive Bridge Area, east bank	Single-Family Residential	<p>Change of use is likely for one abandoned, city-owned home, which could be used for transportation and/or stormwater management purposes, unlikely otherwise. Changes to traffic patterns present the most likely use for this area depending on the location for the replacement of Rock Creek Drive Bridge. Future development may conflict with the SMA preference to protect and enhance shoreline ecological functions.</p>	Publicly- and Privately-owned, opportunities exist to provide additional visual and physical access at city-owned residential
	RC-2 (predesignated)	Piper Road Landslide Area	Undeveloped	<p>Change of use unlikely. Use conflicts may occur based on sedimentation from landslide area or stormwater intrusion into unstable area from uplands.</p>	Publicly- and Privately-owned, limited potential for visual or physical access

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Rock Creek	RC-2	Upper Rock Creek Falls	Undeveloped	<p>Low-to-moderate likelihood of land use change. If changes occur, it could generate use conflicts between neighboring residences, the County Transfer Station on uplands, and shoreline preferred uses, especially if an overlook or picnic site is developed at Upper Rock Creek Falls.</p> <p>Site has a Future Land Use Designation as Urban Reserve High Intensity Trade, which would facilitate continued use of the Transfer Station and development of an industrial park adjacent to it.</p>	Publicly- and Privately-owned, opportunities exist to provide public visual access to Upper Rock Creek Falls.
	RC-1 & 2	Upper Rock Creek, both banks	Single-Family Residential, cemetery, undeveloped	<p>Residential subdivision and expanded single-family residential uses are likely.</p> <p>Use conflicts with adjacent properties may develop around the County Transfer Station and Upper Rock Creek Falls. Future development may conflict with the preference for to protect and enhance shoreline ecological functions.</p>	Publicly- and Privately-owned, opportunities exist to provide additional visual and physical access at city right-of-way for Iman Cemetery Road
	RC-1	Angel Heights Conservation Area	Single-Family Residential, Undeveloped	Change of use and use conflicts are unlikely based on conservation covenant. Some development is possible to enhance the undeveloped park property owned by the homeowner's association.	Privately-owned, limited potential private visual access improvement
	RC-1	Food Bank Building	Non Water-Oriented	<p>County has considered selling property for reuse or redevelopment.</p> <p>Use conflicts may occur depending on traffic pattern changes for replacement of Rock Creek Drive bridge.</p>	Publicly-owned, potential for improved physical & visual access
	RC-1	City Wastewater Treatment Plant	Water-Related	<p>Expansion of treatment works expected without change of use.</p> <p>Use conflicts likely based on odors and other aesthetics. Traffic operations for waste hauling may conflict with neighboring Fairgrounds operations. Other repair of existing structures is not anticipated to conflict with shoreline preferred uses</p>	Publicly-owned, potential for new physical access, enhancement of pedestrian amenities and visual access

Table 5.3-1, Continued

Waterbody	Reach	Site	Existing Use	Potential Use Change/Conflicts	Public Access Opportunities
Rock Cove & Rock Creek	RC-2, Rock Cove	Skamania County Fairgrounds	Water-Dependent/ Enjoyment, Non Water-Oriented	Low likelihood of land use change. Site may possibly accommodate water-oriented shoreline recreational expansion. Use conflicts are limited but may be affected by noises, odors, and traffic from adjacent transportation and utility uses by the City, state, and railroad.	Publicly-owned, opportunities exist to resurface the trail and enhance recreational amenities and non-motorized physical access to the shoreline
		Old Hegewald Mill Site	Undeveloped	County is actively working to sell this property for redevelopment through a possible public-private partnership. Public visioning performed by the County indicated a preference for water-oriented business along with public access improvements. Phase I and II environmental site assessments have been performed and indicate clean-up of contaminants is unnecessary. Use conflicts with adjacent properties are unlikely, but future development may conflict with SMA preferences for to protect and enhance shoreline ecological functions.	Publicly-owned, potential to develop a trail within the existing easement, enhance physical access and develop Water-Oriented businesses with provide additional visual and physical access
Rock Cove		Assisted Living Facility	Non Water-Oriented	Site is unlikely to redevelop. There is an existing easement along the water and the southern edge of the site. The owner identifies construction of a pathway in the easement as conflicting with the safety of the facility's infirm residents. Use conflicts are unlikely and repair of existing structures is not anticipated to conflict with shoreline preferred uses	Publicly-owned, potential to develop a trail within the existing easement and/or enhance visual access on south side of site
		Interpretive Center	Water-Enjoyment, Non Water-Oriented	Site is open to expanding recreational uses on property, including concessionaire for watercraft rentals. Owner is seeking access directly to SR 14. Use conflicts unlikely.	Publicly-owned, potential for improved physical & visual access
Ashes Lake		Ash Lake Road, SR 14	Non Water-Oriented	Use changes and conflicts unlikely.	Publicly-owned, route for Trail of the Gods

6.0 Shoreline Environment Designations

This section is an overview of shoreline environment designations in accordance with Ecology guidelines (WAC 173-26-211). The Ecology guidelines state that master programs must contain a system that classifies shoreline areas into specific designations that take into account existing land use, the biological and physical character of the shoreline, and the goals and aspirations of the community. The shoreline environment designations should be assigned in such a way that existing shoreline ecological functions are protected (i.e., no net loss) with the proposed patterns and intensity of development and should be consistent with policies for restoration of degraded shorelines and the local comprehensive plan. The six shoreline environmental designations developed by Ecology are listed here in order from most restrictive to least restrictive:

- Aquatic;
- Natural;
- Rural conservancy;
- Shoreline residential
- Urban conservancy; and
- High intensity.

These WAC designations are different from what is currently in effect in the City and County. In order to comply with Washington requirements, the City will need to update its shoreline environment designations to be consistent with WAC 173-26-211. The six environment designations are described below.

Aquatic

The purpose of the “aquatic” designation is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the ordinary high-water mark. Uses may include new over-water structures only for water dependent uses, public access, or ecological restoration. The multiple, shared use of over-water facilities should be encouraged in order to reduce the impacts of shoreline development and increase effective use of water resources. All developments and uses on navigable waters or their beds should be located and designed to minimize interference with surface navigation, to consider impacts to public views, and to allow for the safe, unobstructed passage of fish and wildlife, particularly those species dependent on migration. Uses that adversely impact the ecological function of freshwater habitats should not be allowed, except when necessary to achieve the objectives of RCW 90.58.020, and if their impacts are mitigated according to WAC 173-26-201.

Natural

The purpose of the “natural” environment designation is to protect shoreline areas that are intact or minimally degraded and are relatively free of human influence. Only very low intensity uses will be allowed in order to maintain ecological functions and ecosystem-wide processes. The management policies for this designation would restrict any use that would substantially degrade the ecological functions or natural character of the shoreline area such as commercial, industrial, non-water oriented recreation, roads, utility corridors, parking areas, significant vegetation removal, or shoreline modification. The following uses may be allowed if they are consistent with the purpose of this environmental designation:

- Commercial forestry that meets the conditions of the State Forest Practices Act

- Agricultural uses of a very low intensity
- Some single-family residential development with a density and intensity that are limited as necessary to protect ecological functions
- 45 • Scientific, historical, cultural, educational research uses, and low-intensity water-oriented recreational access uses.

Rural Conservancy

The purpose of the "rural conservancy" designation is intended for areas outside of cities and their urban growth areas and protects ecological functions, conserves existing natural resources and valuable historic and cultural areas in order to provide for sustained resource use, achieve natural floodplain processes, and provide recreational opportunities. This environment designation is not appropriate for locations within cities or urban growth areas.

Shoreline Residential

The purpose of the "shoreline residential" designation is to accommodate residential development, appurtenant structures, and appropriate public access and recreational uses that are consistent with maintaining ecological functions and ecosystem-wide processes. Local governments may establish two or more different "shoreline residential" environments to accommodate different shoreline densities or conditions. Multi-family and multi-lot residential and recreational developments should provide public access and joint use for community recreational facilities. Access, utilities, and public services should be available and adequate to serve existing needs and/or planned future development. Commercial development should be limited to water-oriented uses.

Urban Conservancy

The purpose of the "urban conservancy" designation is to protect and restore ecological functions of open space, floodplain, and other sensitive lands where they exist in urban and developed settings while allowing a variety of compatible uses. Potential uses should preserve the natural character of the area or promote the preservation of open space, floodplain, or sensitive lands directly or over the long term. Uses that result in the restoration of ecological functions should be allowed if the use is otherwise compatible with the purpose of the environment and the setting. Public access and public recreation objectives should be implemented whenever feasible and significant ecological impacts can be mitigated. Water-oriented uses should be given priority over non-water-oriented uses. For shoreline areas adjacent to commercially navigable waters, water-dependent uses should be given highest priority. Mining and related activities may be an appropriate use within the urban conservancy environment when conducted in a manner consistent with the environment policies and the provisions of WAC 173-26-241 (3)(h), RCW 36.70A.170, and WAC 365-190-070.

High Intensity

The purpose of the "high-intensity" environment is to allow high-intensity water-oriented commercial, transportation, and industrial uses while protecting existing ecological functions and restoring ecological functions in previously degraded areas. First priority should be given to water-dependent uses, while second priority should be given to water-related and water-enjoyment uses. Non-water-oriented uses should not be allowed except as part of mixed-use developments or in limited situations where they do not conflict with or limit opportunities for water-oriented uses or where there is no direct access to the shoreline. Full utilization of existing urban areas should be achieved before further expansion of intensive

development is allowed. Consideration should be given to the potential for displacement of non-water-oriented with water-oriented uses when analyzing full utilization of urban waterfronts. Where feasible, visual and physical public access should be required. Aesthetic objectives should be implemented by means such as sign control regulations, appropriate development siting, screening and architectural standards, and maintenance of natural vegetative buffers.

6.1 Recommended Shoreline Environmental Designations

Using the shoreline environment designations defined by the Ecology guidelines (WAC 173-26-211), preliminary shoreline environment designations were developed for each shoreline reach within the City and predesignated for the two reaches within Skamania County. The City's original shorelines management master program (1973) does not include predesignated areas and designates only urban, conservancy, and natural shoreline environments.

The preliminary recommendations for reaches in the City are shown in Table 6.0-1 – Reach Summary and Recommended Shoreline Environment Designations

In cases where multiple shoreline environment designations are recommended for a given shoreline reach, the table shows specifications for each designation. The recommendations take into account the existing land use(s), the biological and physical characteristics of the shoreline, the existing shoreline environment designations, and the goals and aspirations of the City. The attributes that were considered included the following:

- Existing Land Use: percent land use type by reach
- Future Land Use: percent future land use designation by reach (composite rating based on ICR Chapter 4)
- Zoning: percent zoning type by reach
- Ecological Functions: overall performance by reach
- Existing Shoreline Environment Designation: City of Stevenson, 1973

In general, water areas were designated as "Aquatic", areas subject to active landslides and conservation covenants as "Natural", residential areas as "shoreline residential," and commercial or industrial use areas as "Urban Conservancy" or "High Intensity". The "Rural Conservancy" shoreline environment designation was avoided as inapplicable within city limits and urban growth areas.

Further consideration and refinement of these preliminary recommendations will be part of the ongoing SMP update process as a draft SMP and maps are prepared, reviewed, and revised as necessary. As part of this iterative process, the City may opt to create one or more locally-tailored SEDs to reflect unique circumstances, as consistent with the SMA and WAC.

Table 6.0-1 – Reach Summary and Recommended Shoreline Environment Designations

Waterbody	Reach	Factors Used to Recommend Designations				1973 Shoreline Environment Designation	Recommended Shoreline Environment Designations
		Existing Land Use	Future Land Use	Existing Zoning	Ecological Functions		
Columbia River	CR-1 East Urban Area (pre-designated)	Public, Residential	LIT, LDR	CCO	Poor (Very Poor to Good)	Urban	Shoreline Residential (residential areas), Urban Conservancy (all other areas)
	CR-2 Downtown Stevenson	Public, Commercial,	HIT, LIT, HDR	CO, ID, R3	Very Poor (Very Poor to Good)	Urban	High Intensity (CO & ID areas), Shoreline Residential (R3 areas)
	CR-3 West Urban Area (pre-designated)	Public, Commercial, Undeveloped, Resource	LIT, HIT	ID, CR	Very Poor (Very Poor to Poor)	Urban	High Intensity (ID areas), Urban Conservancy (all other areas)
Rock Creek	RC-1 Lower Rock Creek & Upper w/i city	Public, Residential, Undeveloped	LDR, HIT, LIT	PR, SR, R3, CO	Poor (Very Poor to Fair)	Natural, Conservancy, Urban	High Intensity (CO & PR areas), Natural (conservation covenant & hazard areas) Shoreline Residential (all other areas)
	RC-2 Upper Rock Creek w/i county (pre-designated)	Undeveloped, Residential, Public	LDR, HIT	R1	Excellent (Fair to Excellent)	Natural, Conservancy	Natural (Hazard areas), Shoreline Residential (all other areas)
Rock Cove		Commercial, Undeveloped, Public	LIT	PR, CR, SR, R3	Good (Poor to Good)	Urban	High Intensity (CR areas), Shoreline Residential (R3 areas), Natural (islands)
Ashes Lake		Undeveloped, Resource	LIT	CR, ID	Very Poor (Very Poor to Good)	Conservancy	Urban Conservancy
Key:		Future Land Use		Existing Zoning			
	LDR-Low Density Residential	HDR-High Density Residential		SR-Suburban Residential		R1-Single-Family Residential	
	LIT-Low Intensity Trade	HIT-High Intensity Trade		PR-Public Use & Recreation		CCO-Community Commercial	
				CR-Commercial Recreation		CO-Commercial	
				ID-Manufacturing			

7.0 References

To keep this Inventory and Characterization report readable and accessible to broad audiences, the authors avoided providing specific citations within the text unless a passage was quoted or a figure used to illustrate a concept. However, WAC requirements necessitate a complete list of resources used to develop this report. This bibliography provides that list and is organized to correspond with the sections of the report that were informed by each source.

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100

105



Recommended

A.0 Glossary of Terms

As used in this report, the words and acronyms below have the meaning given here unless the context clearly dictates otherwise. When words or phrases are not specifically defined below, they shall be interpreted so as to give them the meaning they have in common usage and to give this report its most reasonable interpretation and application.

A.1 Abbreviations and Acronyms

BPA – Bonneville Power Administration

cfs – cubic feet per second

City – City of Stevenson

County – Skamania County

CWA – Clean Water Act

DNR – Washington State Department of Natural Resources

Ecology – Washington State Department of Ecology

EPA – Environmental Protection Agency

ESA – Endangered Species Act

FEMA – Federal Emergency Management Agency

FIRM – Flood Insurance Rate Maps

GMA – Growth Management Act

LWM – Large Woody Material

MS4s – municipal separate storm sewer systems

NMFS – National Marine Fisheries Service

NSA – National Scenic Area

NWI – National Wetland Inventory

NPDES – National Pollutant Discharge Elimination System

OHWM – ordinary high water mark

PCE – primary constituent element

PHS – Priority Habitats and Species

RCW – Revised Code of Washington

SMA – Shoreline Management Act

SMP – Shoreline Management Program

USACE – U.S. Army Corps of Engineers

USFWS – U.S. Fish and Wildlife Service

USGS – U.S. Geological Survey

WAC – Washington Administrative Code

WRIA – Water Resource Inventory Area

A.2 Words and Phrases

Allocthonous Inputs—The organic matter (large woody material, leaf litter, and insects) and nutrients that are imported to the aquatic ecosystem from terrestrial sources.

40 **Cumulative Impact**—The impact on the environment that results from the incremental impact of a development or use of a shoreline area when added to impacts from other past, present, and reasonably foreseeable developments and uses of that shoreline area. For the purposes of Stevenson’s Shoreline Management Program, cumulative impacts do not include impacts from development and uses outside of shoreline jurisdiction.

45 **Lacustrine Wetland**—A wetland or deepwater habitat with all of the following characteristics: 1) situated in a topographic depression or a dammed river channel; 2) lacking trees, shrubs, persistent emergents, emergent mosses or lichens with greater than 30% areal coverage; and 3) total area exceeds 8 ha (20 acres). Similar wetland and deepwater habitats totaling less than 8 ha are also included in the Lacustrine System if an active wave-formed or bedrock shoreline feature makes up all or part of the boundary, or if the water depth in the deepest part of the basin exceeds 2 m (6.6 feet) at low water. Lacustrine waters
50 may be tidal or nontidal, but oceanderived salinity is always less than 0.5 ‰. Lacustrine wetlands include Limnetic (deepwater) and Littoral (nearshore) subsystems.

Liquefaction— A process by which water-saturated sediment temporarily loses strength and acts as a fluid, like when you wiggle your toes in the wet sand near the water at the beach. This effect can be caused by earthquake shaking.

55 **Palustrine Wetland**—All nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ‰. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2 m at low water; and (4) salinity due to
60 ocean-derived salts less than 0.5 ‰.

Shoreline Environment Designation—Analogous to zoning districts in a conventional zoning ordinance, shoreline environment designations divide shoreline jurisdiction into distinct areas where different sets of allowable use provisions, environmental protection measures, and different development standards apply,

65 **B.0 Interrelated Comprehensive Plan Policies**

As the City's primary advisory planning document, the comprehensive plan serves as an "umbrella plan" for further planning endeavors, including the SMP. This appendix catalogues the statements, policies, objectives, and tactics of the 2013 Stevenson Comprehensive Plan in an effort to ensure that the comprehensive plan and its update provide consistent direction for the use of land within Stevenson. This catalogue includes only
 70 direct references to shorelines and waterfronts in Stevenson and should not be taken as a substitute for the full plan or its general policy statements.

B.1 Explanatory Statements

The first two chapters of the comprehensive plan contain the following statements related to the SMP. At the conclusion of the SMP update, some of these statements may need to be amended as anticipated in
 75 Recommendation 1-4 of this report.

B.1.1 Chapter 1

Page 1

Vision Statement. "Stevenson is a friendly, welcoming community that values excellent schools and a small town atmosphere. The natural beauty is enjoyed by residents and visitors through a network of recreational
 80 opportunities. The strength of Stevenson's economy is built upon high quality infrastructure and a vibrant downtown that provides for resident's daily needs. Stevenson takes advantage of our unique location on the Columbia River by balancing jobs, commerce, housing, and recreation along the waterfront."

Page 3

Cornerstone Principle. "Active Waterfront represents Stevenson's utilization of its waterfront assets. This
 85 includes use, restoration, and harmonization of the wide-ranging economic, scenic, recreational, ecological, and residential resource potentials of the Columbia River, Rock Cove, and Rock Creek areas."

B.1.2 Chapter 2

Pages 7-8

Area Plans. "Area Plans include goals and objectives for those areas that are not specifically addressed in
 90 detail in the current comprehensive plan. For this reason area plans can also be viewed as 'supplements' to the existing comprehensive plan. With Stevenson's 2013 comprehensive plan, the 1975 Skamania County Shoreline Management [Master] Program is folded into the Comprehensive Plan and will no longer be used as a stand-alone document."

B.2 Goals, Objectives, and Tactics

The third chapter of the comprehensive plan contains the following aspirations and action items related to the SMP. In order to help prioritize actions, each objective highlights which of the plan's four cornerstone principles it advances. All objectives and tactics related to Active Waterfront are listed below. At the conclusion of the SMP update, some of these statements may need to be amended as anticipated in
 95 Recommendation 1-4 of this report.

100 ***B.2.1 Goal 1 – Community and Schools***

Page 14

"1.3 - Ensure that the monitoring reports contained in Appendix D are submitted to the Council annually prior to budget adoption."

"1.4 - Develop a high level of coordination among all levels of government"

105 "1.5 - Ensure that the plans and actions related to land use by special districts, County, State, and federal agencies are consistent with the Stevenson Comprehensive Plan."

Page 15

"1.11 - Support the Columbia Gorge Interpretive Center, especially in their educational and children's programming efforts."

110 "1.12 - Develop and enhance cultural opportunities."

"1.12-1 - Facilitate and support development of a bricks-and-mortar performing arts center."

"1.12-2 - Develop a public art plan."

"1.12-3 - Install public art in key locations throughout the City, especially along the Columbia River waterfront."

115 "1.12-4 - Install interpretive signs in key locations through the City, especially highlighting Stevenson's unique relationship with the Columbia River."

Page 16

"1.17 - Provide a clean, visually attractive community."

120 "1.17-1 - Facilitate and support activities to beautify the community, such as a Community Beautification Day."

"1.17-2 - Establish a high enforcement area for nuisances in highly visited areas of the city, such as along Second and First streets, Cascade Avenue, and Rock Creek Drive."

"1.17-3 - Establish strategies to reduce noise and light pollution."

B.2.2 Goal 2 – Urban Development

125 Page 18

"2.2 - Preserve, protect, and enhance the functions and values of ecologically sensitive areas (habitat areas, wetlands) with special consideration given to anadromous fisheries, as required by the Growth Management Act."

130 "2.2-1- Regulate land use within and adjacent to ecologically sensitive areas while allowing for the reasonable use of private property."

"2.2-2 - Consider establishing a funding source to acquire ecologically sensitive areas."

"2.2-3 - Conduct an Urban Area-wide inventory of ecologically sensitive areas."

135 "2.2-4 - Encourage agreements that will preserve ecologically sensitive areas in appropriate proportions consistent with available resources. Provision of such open spaces should not reduce the density which can be achieved on the site."

"2.2-5 - Establish a stream corridor management plan and program."

"2.2-6 - Consider stream corridors for multiple use in conformance with other plans."

"2.2-7 - Regulate the use of fill in stream corridors."

"Maintain stream corridors in a natural state, preserving tree lines and vegetation wherever possible."

140 Page 20

"2.7 - Periodically review and revise the Future Land Use and Zoning maps to accommodate changes in

community needs.”

“2.7-1 - Consider designating areas not served by the public sewer and/or water systems as an “urban reserve” until such systems are made available.”

145 “2.7-2 - Balance the availability of sufficient land for various uses when designating Future Land Use and Zoning districts.”

“2.7-3 - Consider infill potential when designating Future Land Use and Zoning districts, especially with regard to multi-family housing.”

150 “2.7-4 - Consider redesignating lands currently designated for industrial use which are unlikely or undesirable to be developed for such uses.”

“2.7-5 - Consider location and suitability of land for urban uses and established need when designating Future Land Uses and Zoning districts.”

“2.8- Establish policies to review annexation proposals.”

“2.8-1 - Prefer annexation of developed areas abutting the city.”

155 Page 21

“2.9 - Encourage the establishment of a subarea plan and land use regulations within the unincorporated Urban Area.”

“2.9-1 - Encourage maintaining existing forest and farm uses within the unincorporated Urban Area.”

160 “2.9-2 - Discourage development within the unincorporated Urban Area until suitable land within the City has been developed.”

“2.9-3 - Ensure the highest and best use of riverfront properties within the unincorporated Urban Area by protecting them from development and redevelopment until urban utilities and services can be provided.”

“2.13 - Establish standards for urban development that encourages mixtures of land uses and intensities.”

“2.13-1 - Consider establishing incentives and/or special standards for infill projects.”

165 ***B.2.3 Goal 4 – Downtown and Waterfront***

Page 27

“The waterfront is an extension of the downtown core and a place where people live, work, and play.”

170 The Columbia River, Rock Creek, and Rock Cove waterfronts are key components to improving the look and function of downtown Stevenson and are acknowledged here as a Sub-Goal. The availability of land on Stevenson’s Columbia River waterfront is unique within the Gorge where railroads and highways either form barriers to waterfront property access or are the waterfront property owners themselves. The scenic assets of Rock Creek and Rock Cove add additional growth potential for development and redevelopment on their abutting lands. This growth, development, and change can be managed to benefit current and future residents and visitors.

175 The Objectives and Tactics selected to achieve this Goal and Sub-Goal focus on developing Area Plans, improving the appeal of the area through public and private activities, and ensuring the functionality of the area through property infrastructure and uses.”

Page 28

180 “4.2 - Periodically review and revise the downtown commercial area boundary, basing the location, type and amount of commercial activity on community need.”

“4.2-1 - Ensure the commercial area boundary encourages compactness and is pedestrian-oriented.”

Page 29

“4.10 - Provide better connections between downtown and the waterfront.”

"4.10-1 - Consider converting Russell Street into a pedestrian mall between Second and First streets."

185 "4.10-2 - Consider improving sidewalks and street crossings and installing public art and seating areas on Russell Street from downtown to the waterfront."

"4.11 - Consider establishing a Parking and Business Improvement Area to support downtown improvements, such as a rehabilitation grant or loan program for downtown buildings or provision of visitor amenities."

"4A.1 - Support development of improved river access in the Stevenson area."

190 "4A.1-1 - Improve waterfront access and control erosion through coordinated stabilization programs."

Page 30

"4A.2 - Establish a Shorelines Master Program to guide the balanced development of industrial, commercial, residential, recreational, and natural uses."

195 "4A.2-1 - Encourage the use of the riverfront for commercial, residential, recreation, and open space purposes consistent with the Shorelines Management Act."

"4A.2-2 - Protect, enhance, and maintain the natural, scenic, historic, architectural, and recreational qualities along the River."

"4A.2-3 - Support recreational activities on the public lands and waters of the Columbia River, Rock Cove, and Rock Creek."

200 "4A.3 - Manage lands abutting the Columbia River and Rock Creek for the benefit of the community."

"4A.3-1 - Review all proposals for shoreline use for compatibility with the goals and policies of the Skamania County Shoreline Management Master Program."

"4A.3-2 - Review development proposals located on or near banks and floodway of the River and creeks to maintain the recreation and open space potential while promoting healthy and visually attractive environments."

205 "4A.3-3 - Review land use policies to ensure compliance with the Shorelines Management Master Program."

"4A.4 - Reduce impediments to attracting waterfront investors."

"4A.4-1 - Enhance Cascade Avenue as the main waterfront street."

210 "4A.4-2 - Use various marketing techniques to attract waterfront investors, such as a "Come on in, the water's fine" slogan.

Page 31

"4A.5 - Consider repurposing the Tichenor Building for retail and lodging purposes."

"4A.6 - Encourage development of a landscaping plan for the fairgrounds."

215 "4A.7 - Support development of a large waterfront gathering place, such as a [n] amphitheater for community events."

B.2.4 Goal 6 – Tourism

Page 38

"6.3 - Facilitate and encourage Stevenson to become the year-round recreation and tourist destination center of the County and Central Gorge."

220 "6.3-1 - Provide visitor amenities such as long-term parking and restrooms."

"6.3-2 - Facilitate and encourage visitor amenities such as affordable and upscale overnight lodging (campsites, yurts, youth and adult hostels, boutique hotels, etc.), convention centers, a marina, and visitor oriented shops."

225 "6.3-3 - Facilitate and encourage visitor-oriented businesses such as kayak and bike rentals and guided activities."

"6.3-4 - Facilitate and support hospitality training as an economic benefit."

"6.4 - Encourage cross-promotion of visitor-oriented businesses and services."

"6.4-1 - Support establishment of incentive for tour boats that visit Stevenson's visitor attractions such as the Columbia Gorge Interpretive Center."

230 "6.6 - Provide access from the waterfront to other parts of town via safe, attractive, and convenient walkways."

Page 39

"6.8 - Establish a quiet zone at railroad crossings within the city."

B.2.5 Goal 7 – Transportation and Circulation

235 Page 41

"Multi-modal transportation options provide people and goods with safe, efficient, and convenient options."

"...Stevenson's existing transportation and circulation system has shifted modes and focuses over its long history. The original plat of Stevenson was a gridiron pattern that enabled easy internal circulation for pedestrian and horse traffic and focused on the Columbia River and Stevenson Landing as the primary mode of external transportation. When the railroad came through town, the focus shifted from the river uphill to where the rail line met dirt streets and boardwalks. As automobile use grew and the city expanded away from its riverside terrace, this gridiron pattern had to be altered to accommodate the steep Gorge slopes, the many creekside canyons and ravines cutting through these slopes, and the existing oddly intersecting logging roads on the then-periphery. With the continued dominance of the automobile, the focus again shifted uphill to the new paved state highway, cul-de-sacs and dead-ends became commonplace methods for dealing with the creekside ravines and canyons, and sidewalks waned in importance."

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Page 43

"7.6 - Reduce the effects of through traffic in the downtown commercial area while minimizing any negative impact on local businesses."

250 "7.6-1 - Manage road construction projects to minimize construction-related impacts on local businesses."

"7.6-2 - Facilitate and encourage alternative routing and/or usage of Highway 14 by truck traffic."

"7.9 - Establish a quiet zone at railroad crossings within the city."

"7.10 - Facilitate and support rail service for future transportation and commerce needs."

"7.11 -Manage on-street parking to permit the safe and efficient operation of the transportation system."

255 "7.13 - Provide wayfinding signage to aid traveler navigation and guide visitors to Stevenson attractions and amenities, especially east- and west-bound travelers on I-84."

B.2.6 Goal 8 – Utilities and Services

Page 46

"8.3 - Periodically review and revise the capital facilities plan."

260 "8.4 - Identify and correct health and safety hazards within the Stevenson Urban Area."

"8.8 - Base the provision for future public facilities and utilities upon financial cost and adequacy of desired levels of service."

"8.8-1 - Consider providing public facilities and utilities in advance of need."

265 "8.8-2 - Coordinate urban development with private utility agencies to ensure the availability of services when needed."

"8.8-3- Continue to provide water and sewer services within the Urban Area."

B.2.7 Goal 9 – Parks and Recreation

Page 49

270 "As a Gorge town, some of the country's premier hiking, hunting, mountain climbing, fishing, kayaking, and
 wind sports surround Stevenson on all sides. Many residents enjoy these activities, and many more visitors
 are drawn to the area for these relatively solitary activities. Inside Stevenson, a different, more gregarious
 variety of recreational opportunities exists, including festivals, fairs, and organized or pick-up sporting events.
 Balancing and connecting these gregarious and solitary varieties of recreation are of special importance to
 Stevenson. The Objectives and Tactics of this Goal seek to do so by ensuring the facilities we already have are
 275 properly maintained, that new lands, facilities, and funding are available, and that trails or pathways are
 developed as part of the park system."

Page 50

"9.2 - Preserve open space and recreational resources."

280 "9.2-1 - Establish cooperative agreements to ensure that recreation and open space lands and facilities will be
 provided."

"9.2-2 - Establish cooperative agreements to ensure that recreation and open space lands and facilities will be
 provided."

285 "9.2-3 - Encourage private enterprise and intergovernmental agreements that will provide open space for
 recreational lands and facilities. Provision of such open spaces should not reduce the density which can be
 achieved on the site."

"9.3 - Maintain parks and recreational lands and facilities."

"9.4 - Consider establishing a permanent funding source for the acquisition, development, and maintenance
 of park and recreation lands and facilities."

290 "9.5 - Develop a pathways and trails plan to highlight Stevenson's recreational, historical, and commercial
 sites."

"9.5-1 - Consider using stream corridors as part of a parkway or greenway concept."

"9.5-2 - Include connections among the parks and trails of the City, its partner agencies, and private entities."

"9.5-3 - Include nature walks, scenic vistas, and connections to forests in the plan."

Page 51

295 "9.6 - Provide pathways and trails that highlight Stevenson's recreational, historical, and commercial sites."

"9.6-1 - Use stream corridors as part of a parkway or greenway concept."

"9.6-2 - Connect the parks and trails of the City, its partner agencies, and private entities."

"9.6-3 - Include nature walks, scenic vistas, and connections to forests in the system of pathways."

300 "9.7 - Develop a balanced system of recreation facilities, lands and programs that meets the recreation needs
 of residents and visitors alike."

"9.7-1- Develop small parcels of land resulting from urbanization as mini-parks or landscaped areas."

"9.7-2 - Facilitate and encourage the installation of lights and other improvements at the Hegewald
 Skateboard Park."

305 "9.7-3 - Facilitate and support the development of major community recreation facilities for citizens, such as
 expanding the pool activity center, providing covered pavilion spaces, developing a youth center, and other
 spaces for recreation, physical fitness, and wellness classes."

"9.8 - Promote Stevenson's recreational opportunities through media such as websites, brochures, and

signage.”

”9.9 - Protect Rock Cove to improve habitat, water quality and ambiance.”

310 Page 52

”9.10 - Facilitate and support appropriate development and services for the Rock Creek and Rock Cove lands.”

”9.10-1 - Facilitate and encourage recreational activities in the Rock Creek and Rock Cove area, such as access for small watercraft.”

315 ”9.10-2 - Encourage relocation of the County shops at Rock Creek.”

”9.10.3 - Encourage rehabilitation and/or repurposing of the Grange.”

”9.10-4 - Facilitate and encourage enhancement of Rock Cove’s habitat, water quality, and ambiance.”

Recommended

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Recommended

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
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

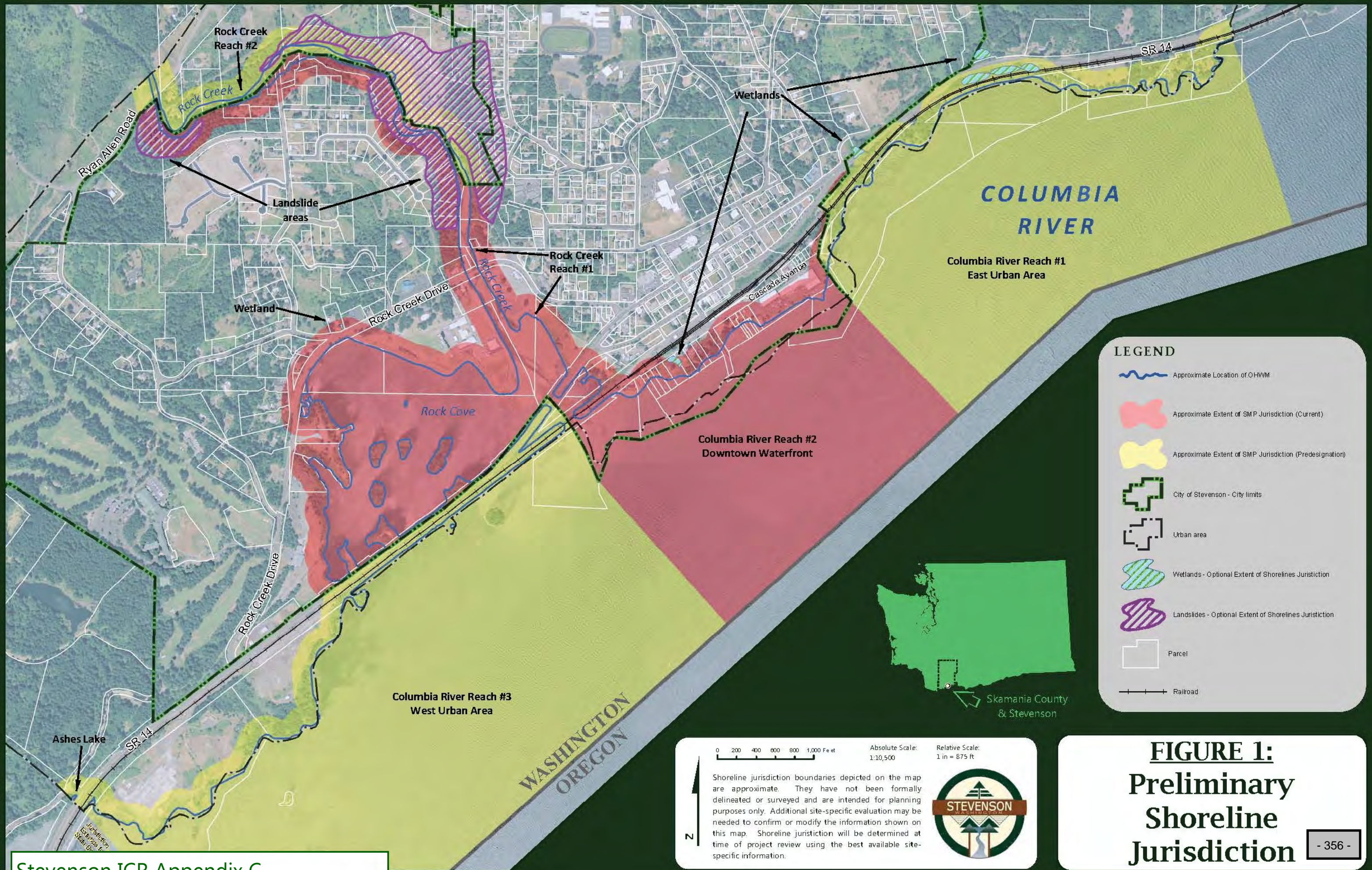
5

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Recommended





Quantities by type*:

Type	Acres	% of Total
Forest	89.7	43.9%
Shrub	25.0	12.3%
Grass	39.5	19.4%
NonVeg	49.8	24.4%
Total:	204.0	100.0%

* Water area is not included in the above quantities and percentages. The total acreage of water in the preliminary jurisdiction area is 858.2 acres, which is 80.8% of the total area.

Heritage tree note:

A review of WA Natural Heritage Program public GIS data (Feb, 2015) did not indicate the presence of any heritage species in the shoreline jurisdiction area.

COLUMBIA RIVER



0 200 400 600 800 1,000 Feet

Absolute Scale: 1:10,500
Relative Scale: 1 in = 875 ft



LEGEND

Landcover Type

- Forest
- Shrub
- Grass
- NonVeg
- Water

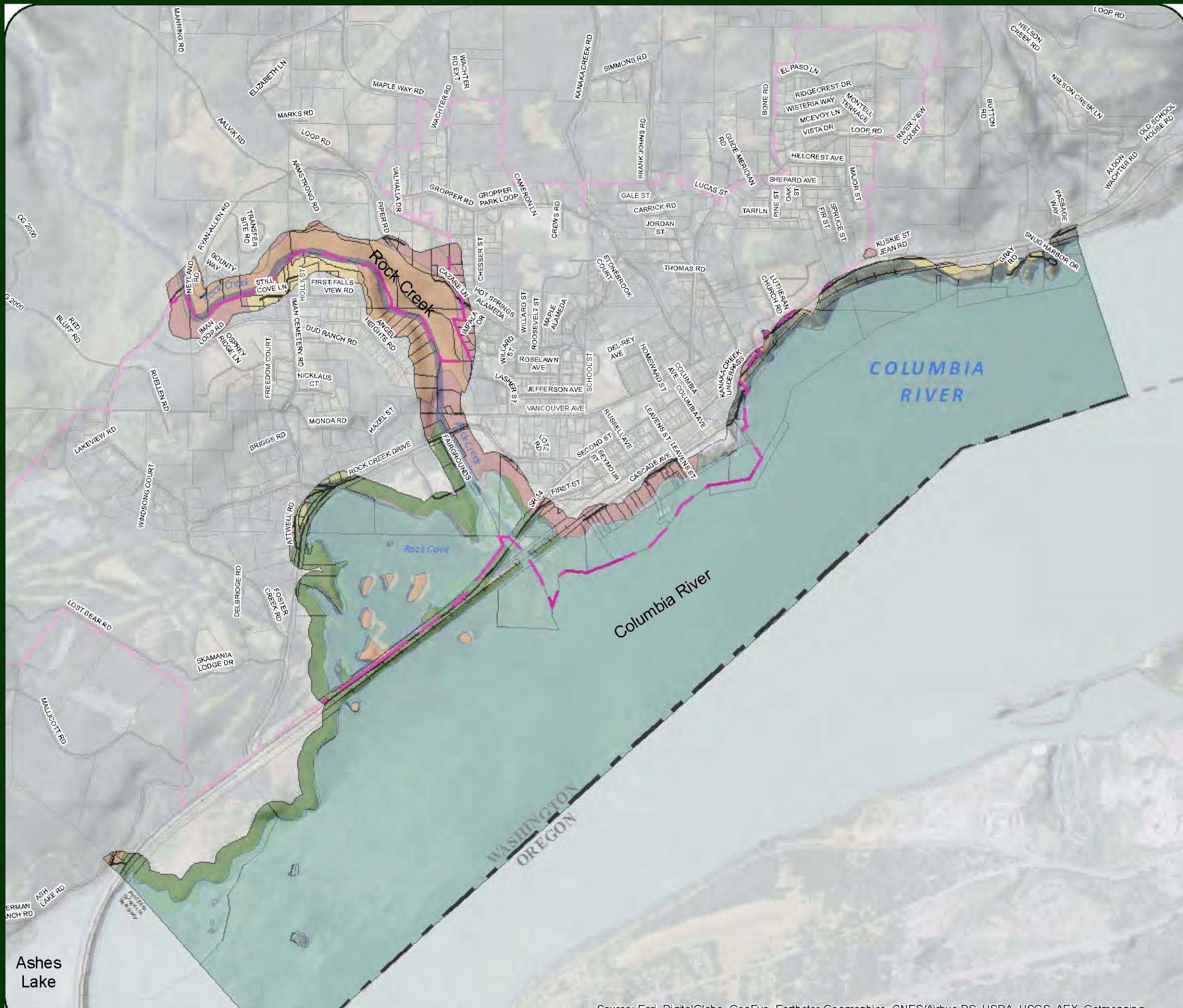
Approximate Location of OHWM

Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.

FIGURE 2:

Land Cover

FIGURE 3: Soils



LEGEND

- Stevenson City Limits
- Public Roads
- State Border
- Rail Road
- Parcel

Skamania / Steever Soils

- ARENTS
- STEEVER
- BONNEVILLE
- STEVENSON
- SKAMANIA

0 200 400 600 800 1,000 Feet

Absolute Scale: 1:15,000 Relative Scale: 1 inch = 1,250 feet

Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.



BergerABAM, 6/5/2015



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

FIGURE 4: Contours



LEGEND

- River Miles
- Stevenson City Limits
- State Border
- Parcel
- Rail Road
- Public Roads
- Contours**
- 100 Foot Contours
- 10 Foot Contours

0 200 400 600 800 1,000 Feet

Absolute Scale: 1:15,000
Relative Scale: 1 inch = 1,250 feet

Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.



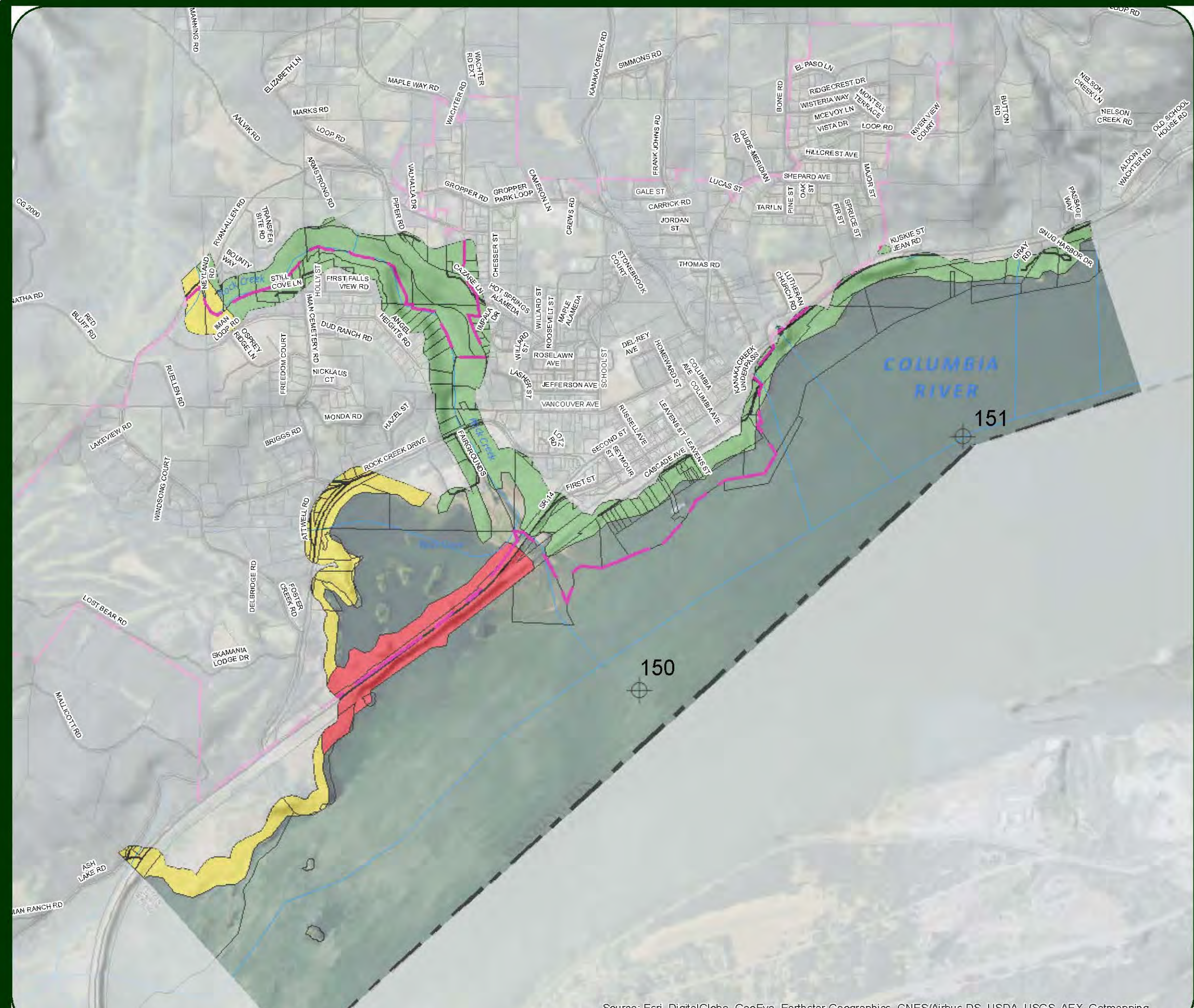
BergerABAM; 8/5/2015

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



FIGURE 5

Liquefaction Hazards



LEGEND

- Stevenson City Limits
 - State Border
 - Parcel
 - River Miles
 - Public Roads
- Liquefaction Potential**
- High
 - Low to moderate
 - Bedrock

0 200 400 600 800 1,000 Feet

Absolute Scale: 1:15,000 Relative Scale: 1 inch = 1,250 feet

Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.



BergerABAM; 6/5/2015



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Stevenson, Washington

Critical Areas & Geologic Hazards Map



800 400 0 800 Feet
1 inch equals 400 feet

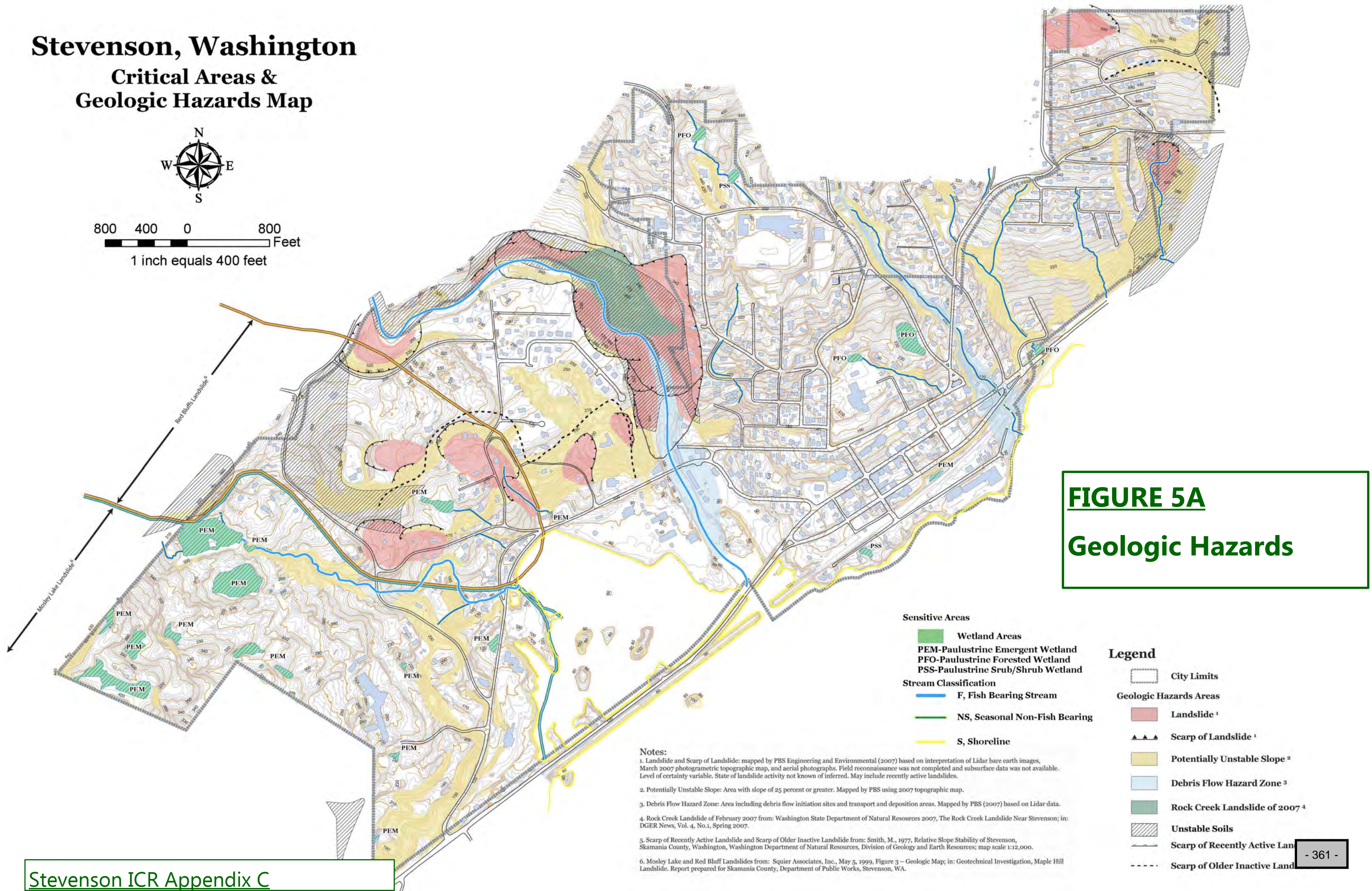


FIGURE 5A
Geologic Hazards

Sensitive Areas

- Wetland Areas
- PEM-Paulustrine Emergent Wetland
- PFO-Paulustrine Forested Wetland
- PSS-Paulustrine Shrub/Shrub Wetland

Stream Classification

- F, Fish Bearing Stream
- NS, Seasonal Non-Fish Bearing
- S, Shoreline

Legend

- City Limits
- Geologic Hazards Areas**
- Landslide ¹
- Scarp of Landslide ¹
- Potentially Unstable Slope ²
- Debris Flow Hazard Zone ³
- Rock Creek Landslide of 2007 ⁴
- Unstable Soils
- Scarp of Recently Active Land
- Scarp of Older Inactive Land

Notes:

1. Landslide and Scarp of Landslide: mapped by PBS Engineering and Environmental (2007) based on interpretation of Lidar bare earth images, March 2007 photogrammetric topographic map, and aerial photographs. Field reconnaissance was not completed and subsurface data was not available. Level of certainty variable. State of landslide activity not known or inferred. May include recently active landslides.
2. Potentially Unstable Slope: Area with slope of 25 percent or greater. Mapped by PBS using 2007 topographic map.
3. Debris Flow Hazard Zone: Area including debris flow initiation sites and transport and deposition areas. Mapped by PBS (2007) based on Lidar data.
4. Rock Creek Landslide of February 2007 from: Washington State Department of Natural Resources 2007, The Rock Creek Landslide Near Stevenson; in: DGER News, Vol. 4, No.1, Spring 2007.
5. Scarp of Recently Active Landslide and Scarp of Older Inactive Landslide from: Smith, M., 1977, Relative Slope Stability of Stevenson, Skamania County, Washington, Washington Department of Natural Resources, Division of Geology and Earth Resources; map scale 1:12,000.
6. Mosley Lake and Red Bluff Landslides from: Squier Associates, Inc., May 5, 1999, Figure 3 – Geologic Map; in: Geotechnical Investigation, Maple Hill Landslide. Report prepared for Skamania County, Department of Public Works, Stevenson, WA.



MEMORANDUM

DATE: August 13, 2007

TO: Mr. Dan Cary
Natural Resources Team Leader
J.D. White, Division of BERGER/ABAM Engineers Inc.
1111 Main Street, Suite 300
Vancouver, Washington 98660

FROM: John Jenkins and Rick Thrall

PROJECT NO: 72390.001

RE: Landslide Hazard Mapping for Geologic Hazards Area portion of City of Stevenson CAO

INTRODUCTION

PBS Engineering and Environmental (PBS) is contributing the Geologic Hazard Areas section to the draft Critical Areas Ordinance (CAO) for the City of Stevenson. We prepared this Technical Memorandum to explain and document the methods we used to prepare the landslide hazards map that is referenced in the ordinance. The map shows known or suspected landslides and potentially unstable ground that is at higher risk of slope failure if disturbed during development activities. The intent of the landslide hazard map is to facilitate implementation of the Critical Areas Ordinance by the City of Stevenson as part of their land use decision process.

Our scope of work addresses landslide hazards only. We have not specifically addressed other geologic hazards typically covered in CAO's such as seismic hazard areas; mine hazard areas; volcanic hazard areas; and erosion hazard areas. We note that the geologic hazards section in the existing CAO indicates that mine hazard and volcanic hazard areas are not applicable within the city. We concur with that typical volcanic hazards (lahars) are not a risk in the city but do not have specific knowledge of whether mine hazard areas exist. We propose to utilize the existing CAO to address erosion hazards, seismic hazards as well as the volcanic and mine hazards.

In order to generate the landslide hazard map for the ordinance we first completed a more detailed map showing our landslide hazard mapping as well as previous landslide and landslide hazard mapping by others. This map is included as Attachment 1. As explained herein our mapping is based chiefly on interpretation of Light Detection and Ranging (LIDAR) images we generated from the LIDAR data supplied by J.D. White. This map also shows the landslide related information we transposed from the hazard map prepared by the Washington Department of Natural Resources¹ (DNR) that is referenced in the current CAO. In addition the map shows the limit of the recent Rock Creek Slide as mapped by the DNR² and the limits of two ancient landslides in the southwestern area of Stevenson taken from the geologic map contained in a report of the Maple Hill/Kanaka Creek Landslide by another consulting firm³.

¹ Smith, M., 1977, Relative Slope Stability of Stevenson, Skamania County, Washington, Washington Department of Natural Resources, Division of Geology and Earth Resources; map scale 1:12,000.

² Washington State Department of Natural Resources, 2007, The Rock Creek Landslide Near Stevenson; in: DGER News, Vol. 4, No.1, Spring 2007.

³ Squier Associates, Inc., May 5, 1999, Figure 3 – Geologic Map; in: Geotechnical Investigation, Maple Hill Landslide. Report prepared for Skamania County, Department of Public Works, Stevenson, WA.

Although our landslide hazard map is a significant contribution and an improvement to the map currently used by the City, the level of certainty is relatively lower than is typical for this type of effort. This is mainly because ground-based confirmation of interpreted landslides was not possible due to the scope and budget of the project.

However, this memorandum includes recommendations to improve the map and ordinance for future updates. Further, due to budget constraints, no subsurface boring information was made available to us and thus was not incorporated as part of this effort.

LANDSLIDE AND LANDSLIDE HAZARD DEFINITIONS

Landslide Definition and Types in the Stevenson Area

Landslide is a general term covering a wide variety of mass movement landforms and processes involving the downslope transport of soil and rock material en masse. The downslope movement of geologic materials may be triggered by a number of natural factors including intense rainfall, rapid snowmelt, water level changes, wave or stream erosion, earthquake shaking, and volcanic eruptions. Human actions such as the rerouting or concentration of water on a slope, placement of nonengineered fill material on the head of a slope, and cutting into the toe of a slope can all increase the likelihood future landslide activity.

Landslides are broadly characterized as deep-seated or shallow. Deep-seated landslides fail below the rooting depth of vegetation within or below colluvial materials and into stable, in-place sediments or bedrock. They are often large in extent, complex, and once reactivated, by either natural causes or land management practices, are expensive and difficult to mitigate. In many cases mitigation of deep-seated landslides may not be financially possible. Because deep-seated landslides typically move relatively slow the threat of injury or death to humans is normally low. Several terms have been applied to the types of deep-seated landslides based upon their mechanism of failure and type of materials and include: earth and rock falls, topples, slides, and flows (see for example Varnes and Cruden, 1996⁴).

Shallow landslides typically have a shallower depth of failure within the soil and/or colluvium layer above bedrock. These are generally smaller in size than deep-seated landslides but may also be large in surface area. Shallow landslides include debris flows, shallow slumps, and soil creep. Initiation sites of debris flows are at the heads or on the side slopes of creeks and river valleys. Debris flows are commonly caused by the buildup of pore water pressures in the soil mantle during periods of heavy rainfall or rapid snowmelt whereby the water saturated materials partially or fully liquefy, fail and move downslope typically into a confined stream channel or swale. Debris flows typically bulk up, increasing in size during transport as sediments in the pathway are entrained. Deposition of the materials occur when the velocity decreases at the outlet where the channel becomes unconfined and the gradient decreases. The risk is to structures, roads, and people within the pathway or deposition area. There is evidence of shallow, debris flow failures at the heads and side slopes of smaller drainages as well as the larger creeks (Rock Creek and Kanaka Creek). We recommend that a detailed evaluation of the debris flow hazards be completed to better quantify the risk levels.

Soil creep is a slow process that is normally limited to the topsoil zone. Creep is typically a facilities hazard and if recognized in advance, can usually be mitigated during development.

⁴ Varnes, D.J. and D.M Cruden, 1996, Landslide Types and Processes, in: Turner, A.K; Schuster, R.L., editors, Landslides – Investigation and Mitigation: National Academy Press, Transportation Research Board Special Report 247, p.36-75.

Landslide Hazards

It must be emphasized that the City of Stevenson region is characterized as a landslide prone area with widespread and commonly large landslides that may be ancient or historically active as well as steep slopes at risk to failure and referred to as "potentially unstable". The landslides include both deep-seated and shallow, rapidly moving landslides (debris flows). The most recent landslide occurred in Rock Creek this year and resulted in condemnation of a home and significant deposition of sediment at the creek outlet that had to be dredged. For example the southwestern corner of the City overlies the lower portion and toe of two very large ancient landslides that are part of an even larger landslide complex known as the Bonneville slide. A portion of the Kanaka Creek Landslide termed the Maple Hill slide with the toe being about one-mile north of the city limit was reactivated during the large storms in 1996 resulting in significant damage to homes and roads from deep-seated slides and debris flows. Numerous debris flows were triggered by the 1996 rains that affected Highway 14 in the region⁵.

Landslides pose a threat to the health and safety of citizens and infrastructure when incompatible development is sited in areas of significant hazard. Because Stevenson includes significant landslide prone areas it is incumbent upon the City to recognize and control development of those hazards. A good hazard map and ordinance can achieve that purpose. The ordinance establishes a framework to facilitate sound land use decisions in hazardous areas that is largely based on 1) avoidance of landslides (no building), 2) setbacks from landslides, or 3) mitigation of landslide risk through adequate site investigations and engineering.

SOURCES OF INFORMATION AND METHODS

In accordance with our proposal, PBS utilized information provided to us by J.D. White that we understand was obtained from the City. Additionally PBS utilized readily available published geologic and landslide hazards maps for the Stevenson area. Each of these sources of information are discussed in the following subsections:

Geologic Mapping and Summary of Geologic Conditions

Our research indicates that only regional-scale published geologic mapping is currently available for the Stevenson area. The most useful map we found is contained in the previously referenced consultants report (Squier Associates, 1999) containing the results of investigations of the Maple Hill Landslide as prepared for Skamania County (PBS had a copy of this report as a result of work completed for property within the landslide). The geologic map indicates it is based on the regional geologic map by Hammond (1980)⁶; however we did not review the Hammond map. The Squier Associates map indicates two Tertiary-aged bedrock geologic units and two Quaternary-aged units in Stevenson. The bedrock units are the Ohanapecosh formation and the overlying (younger) Eagle Creek Formation. Quaternary units are the Mosley Lake and Red Bluff landslides, mapped in the southwestern portion of Stevenson, and "debris flow deposits" from the Kanaka Creek Landslide and located along Kanaka Creek. The Ohanapecosh formation covers the eastern third of the city and is mapped in the area to the east of Frank Johns Road. The Eagle Creek Formation is mapped in the adjacent area to the west up to the boundary with the Red Bluff and Mosley Lake landslides extending past the city limits on the west side. This area excludes area of debris flows proximal to Kanaka Creek.

The Ohanapecosh Formation formed in the ancient western Cascades volcanic province and it generally consists of bedded mudstone, siltstone, sandstone, and conglomerate with significant volcanic components and andesite lava flows. The overlying Eagle Creek Formation consists of a series of ancient debris flow deposits and fluvial

⁵ Harp, L.E. and others, undated, Landslides and Landslide Hazards in Washington State Due to February 5-9, 1996 Storm, U.S. Geological Survey Administrative Report.

⁶ Hammond, P.E., 1980, Reconnaissance geologic map and cross sections of southern Washington Cascade Range; Department of Earth Sciences, Portland State University, Portland, Oregon, 31 p., 2 sheets.

sediments composed of volcanic conglomerates, sandstones, and tuffs. An angular unconformity separates the units. The Eagle Creek Formation is locally overlain by Middle Miocene-age basalt lava flows of the Columbia River Basalt Group. These rock units are south dipping towards the Columbia River, contain weak, clay rich layers, and are generally prone to landslides. The Kanaka Creek landslide occurs in these geologic units. According to the Squier Associates report, the Maple Hill Landslide is the southwestern portion of the Kanaka Creek landslide that was reactivated in 1996 as a result of the high rainfall and snowmelt in February 1996. The Maple Hill landslide is characterized by deep-seated movements as well as debris flows that originated on steep slump scarps and flowed downslope causing damage to Loop Road.

We transposed the limits of the Mosley Lake and Red Bluffs landslides from the Squier Associates map to our map (Attachment 1). As noted below, landslide topography is clearly indicated by the LIDAR data for this area. The head scarps of these large, complex landslides coincide with the high cliffs and bluffs to the northwest. These landslides involve the Ohanapecosh and Eagle Creek Formations as well as the younger Columbia River Basalt Group lava flows and other units. It is widely interpreted that these landslides were triggered as a result of rapid drawdown (water level change) associated with the Late Pleistocene glacial outburst floods (also known as the "Missoula Floods") that flowed through the Columbia River about 12,000 years ago. The Skamania Lodge property is entirely located on these landslides. The Bonneville Dam is also located on the landslide complex that is sometimes referred to as the Bonneville Landslide.

Reactivated portions of the landslides within the Columbia River Gorge are known and represent a continued risk to major facilities, particularly transportation routes. The margins of ancient landslides are typically at higher risk for renewed activity. We assume that geotechnical investigations were completed for the Skamania Lodge development addressed mitigation of landslide risks however we did not receive copies of those reports. Additionally, the U.S. Corps of Engineers, possibly the Washington State Department of Transportation and the railroad owner have undertaken studies of landslides with regard to their facilities. Those reports could provide useful information but were not available for this project.

Steep Slopes and Slide Areas, Stevenson Washington (City ID # PL 505 D)

PBS received a copy of the map that is referred to in the existing Stevenson CAO. This map is from the previously referenced 1977 published map by Mackey Smith of the DNR. Accompanying explanatory text for this publication, if it exists, was not received. This large-scale map shows the following categories of geologic hazards:

- "Slopes generally greater than 15 percent. May become unstable if existing land use is modified".
- "Unstable areas: displays recently active landsliding"
- "Scarps of older currently inactive landslides"
- "Scarps of recently active landslides"

These features include areas that extend outside of the current city limits to the north and east. We note however that this map did not identify the area of the Mosley Lake or Red Bluffs landslides.

PBS transposed the scarps and the "unstable areas" from the 1977 map to the map in Attachment 1. The "scarps of recently active landslides" and "unstable areas" is limited to the Rock Creek area. The Rock Creek area is high risk area for future slope failures and debris flows in which a large portion failed in February of this year. Landslide features are clearly evident from LIDAR data and the limit of the 2007 failure was delineated by DNR in the referenced 2007 publication.

The "scarps of older currently inactive landslides" shown on the 1977 map does not indicate the extent of landslide masses that occur downslope of the scarps. Landslide features from LIDAR data are associated with the scarp in the area centered on Iman Cemetery Road between Ryan Allen Road and Loop Road in the southwest part of the city. However, landslide features are not clearly evident below the scarp shown in the developed area in the northeast corner of Stevenson east of Bone road and south of El Paso Lane. The only other scarp feature within the City Limits on the 1977 map occurs nearby to the northwest. Our LIDAR mapping indicates a landslide scarp at that location.

Geotechnical Reports

PBS received a limited number of geotechnical reports (three) that we reviewed. However, none of these reports included subsurface explorations. Thus interpretations of geology, landslides, and slope stability were based on reconnaissance combined with literature review and aerial photo analysis in one of the reports. Two reports pertained to a recent developments south and east of Iman Loop Road one of which is bordered by Rock Creek on the northeast side. Landslides were recognized on the steep slopes bordering Rock Creek and setbacks were recommended. According to geographic information systems (GIS) data showing the location of homes, one of the new homes is located less than 50 feet from the top of the slope break. Fresh slumps on the slope and the recent 2007 failure adjacent to the steep slopes on the other side of the creek indicate that the 50-foot setback is inadequate without further stabilization.

Another report is for property located within the area east of Iman Cemetery Road below the 1977-mapped scarp mentioned above. That report included review of aerial photographs that identified landslide features in the area. It included recommendations for subsurface explorations.

A higher level of certainty regarding evaluation of landslide conditions and slope stability are from geotechnical investigations that include subsurface explorations (test pits, borings, borings instrumented with piezometers and inclinometers, laboratory testing, and slope stability modeling) as well as detailed mapping. We suspect that other geotechnical reports with this type of information exist however we did not receive any. We are particularly interested in geotechnical reports associated with the Skamania Lodge development because it occurs on the large ancient landslide complex that may be unstable.

Light Detection and Ranging (LIDAR) Data, Topographic Map and Aerial Photograph

Our landslide hazard mapping relied heavily on digital elevation models (DEM) derived from LIDAR data we received for this project along with the recent (2007) topographic map and aerial photograph. According to a representative of Minister & Glaeser Surveying, the topographic map was derived from traditional photogrammetric methods using ortho-rectified aerial photos flown in March 2007; a two-foot contour interval is used. We understand that the LIDAR data was obtained from Washington DNR and was flown in February – March 2005. In addition, J.D. White provided GIS information showing roads and buildings. This data was used to delineate apparent landslides, debris flow hazard zones, and steeper slopes (equal to or greater than 25 percent) at generally greater risk for slope movements.

DEMs created from LIDAR is a powerful method used to evaluate landslide hazards as it provides a much more accurate representation of the ground surface in forested areas than is possible by photogrammetric methods. For this project we utilized shaded relief maps/images at a scale of 1 inch = 500 feet with two different virtual sunlight orientations. In particular we utilized a constant sun angle of 45 degrees with sun azimuths (direction) of 45 and 315 degrees. The shaded relief maps were analyzed alone and with the topography, roads and buildings superimposed. Additionally we evaluated the topographic map combined with the aerial photograph.

The LIDAR shaded relief images and images combined with the topographic map accurately depict the ground surface and allow overall interpretation of landforms associated with landslides. Landslide related landforms that were observed include scarps, hummocky (irregular) topography, disrupted drainages, and fan deposits associated with debris flows. The images also allow significant fill areas to be recognized. Typically when landslide mapping is performed using LIDAR DEMS, or other methods such as traditional topographic maps or aerial photographs, field reconnaissance of selected features is conducted to evaluate the general age of the landslide. State of activity can be evaluated based on geomorphology.

In order to improve the accuracy of the attached landslide hazard map by PBS, site reconnaissance of the suspected landslides is recommended as well as review of geotechnical reports that include subsurface explorations (if available). Because our scope of work did not include reconnaissance to evaluate the apparent landslide features, the level of certainty of some of the less obvious mapped landslide features is low. During reconnaissance, the age and state of activity should be estimated based on where features associated with active movement are present (e.g. sharp appearing scarps, ground cracks, leaning or pistol butted trees) or whether the landslide features are subdued due to erosion and possible inactive. A commonly used classification of the age and activity of landslides based on geomorphology indicators includes the following categories (Varnes and Cruden, 1996): 1) Active, reactivated, suspended; 2) Dormant – young; 3) Dormant – mature; 4) Dormant – old or relict. Old landslides are often termed ancient that formed hundreds to thousands of years ago. In some cases these ancient landslides are judged to be inactive and stable. However, ancient landslides or portions of large ancient landslide complexes may be reactivated and periodic movement may have occurred for very long periods of time.

The landslide hazards map shows areas where the slope is 25 percent or higher (4H:1V or 14 degrees delineated as a potentially unstable slope in Attachment 1). Steep sloped areas typically include the scarp areas and side slopes to drainage ways.

LANDSLIDE HAZARD MAPPING BY AREA

The following subsections comment on our results by area within the City of Stevenson:

Northeastern Stevenson:

This area encompasses the northeastern portion of Stevenson extending from the north city limits down to the Columbia River on the south. We delineated two landslides and scarps in this area based on LIDAR. The northern-most landslide extends outside of the city limits in an undeveloped area. As shown on Attachment 1, the northern portion includes a landslide head scarp mapped by the Department of Natural Resources (DNR) in 1977 and is designated as "scarps of older inactive landslides". The LIDAR images are inconclusive with respect to features associated with a landslide below the 1977 mapped scarp although it is possible this is a landslide. Other steeper slope areas are delineated in the northern and southern portions of the area including a south-trending drainage way and undeveloped area above the Columbia River.

Rock Creek:

Rock Creek has cut a steep sided canyon through the north-central portion of Stevenson. This area includes "scarps of recently active landslides" and "unstable areas with recently active landslides" mapped by DNR in 1977. That area approximately coincides with landslides and steep slopes we mapped using LIDAR images. The limit of the large landslide that occurred in February 2007 is also shown and is based on the limit shown in the previously referenced DNR paper publication from this year. The LIDAR images clearly show landslide scarps and associated landforms which appear sharp (and thus recent or youthful) indicating that this is a high-risk area for future landslide activity. The Rock Creek area is also subject to debris flows originating from slumps into the creek that are then transported downstream.

Central Stevenson:

Two areas west of Rock Creek in central Stevenson contain landslides based on LIDAR as well as delineated steep slopes. The southeastern slide was also mapped by DNR in 1977. This area appears to be prone to landslides and debris flows that originate from the head and sidewalls of the surface water drainages. Aerial photo analysis (performed for one of the geotechnical reports we reviewed) similarly interpreted landslides in this area.

Southwestern Stevenson (Red Bluff and Mosley Lake Landslides):

The southwestern Stevenson area is defined by the approximate limit of the Red Bluff and Mosley Lake Landslides, taken from the referenced geologic map in the Squier Associates report, as shown on Attachment 1. The Red Bluff Landslide that comprises the northeastern portion of this area includes individual landslides that are interpreted from LIDAR images as well as adjacent steep slopes. This area also includes a scarp identified by DNR as "scarps of older currently inactive landslides".

The LIDAR images for the area to the southwest (that coincides with the Mosley Lake landslide and includes the Skamania Lodge Resort and golf course property) clearly show landforms characteristic of a large landslide complex. Local areas with steep slopes are delineated.

CONCLUSIONS AND RECOMMENDATIONS

The Landslide Hazard Map is based on the information compiled in the Attachment 1 map and is thus largely based on interpretation of slope hazards from LIDAR images in combination with previous hazard mapping. In order to improve the accuracy of the mapping, site reconnaissance of the mapped landslide features, steep slopes and geologic conditions is strongly recommended. Additionally review of geotechnical reports from the Skamania Lodge development and other developments that include subsurface explorations, should be completed. This could be done for future updates of the geologic hazard map. It is possible that landslide features exist that could become evident with field reconnaissance or further study.

On the basis of the available information used for this report and our professional judgment we have characterized the risk of the identified areas as follows:

HIGH HAZARD:

Rock Creek area. – Landslides and Debris Flows
Delineated Landslides

MEDIUM HAZARD:

Mosley Lake and Red Bluff Landslides
Steep slopes
Debris flows

LOW HAZARD:

None

The draft ordinance includes requirements for detailed geotechnical investigations for these areas.

Attachment 1: Landslide Hazards Map

FIGURE 6A Channel Migration Zones

MEMORANDUM

To: Skamania County SMP Update Team
From: Jay Cook, Hydrogeologist, WA Department of Ecology
Date: May 19, 2016
Subject: Channel migration zone analysis for SMA streams in Skamania County

Provided with this memo is a collection of digital data files (ArcGIS map package) that show the results of a planning-level assessment of channel migration zones completed on behalf of the County for the Shoreline Master Program (SMP) Update.

The GIS map data provided by Ecology include two layers. The first is a line layer of the Planning Level Channel Migration Zone (pCMZ) boundaries. The second is a point layer with comments of notable observations, which is not required for the SMP update but hopefully will provide some useful information.

Please note that the pCMZs within the map package are currently drafts. Skamania County, upon review of the pCMZ map data and this document, may contact Ecology to discuss the delineations and the possibility and protocol for adjustments prior to finalizing.

Understanding the low development pressure in the federally owned lands within Skamania County and to expedite the process of generating pCMZs, the county was divided into two parts – low development potential (federally owned land) and higher development potential (privately held land within the National Forest and privately owned land within the rest of the county). In low-development areas, the pCMZ was auto-generated based on channel confinement and valley width. In the higher-development areas, a standard pCMZ analysis was performed.

Low Potential Development Areas



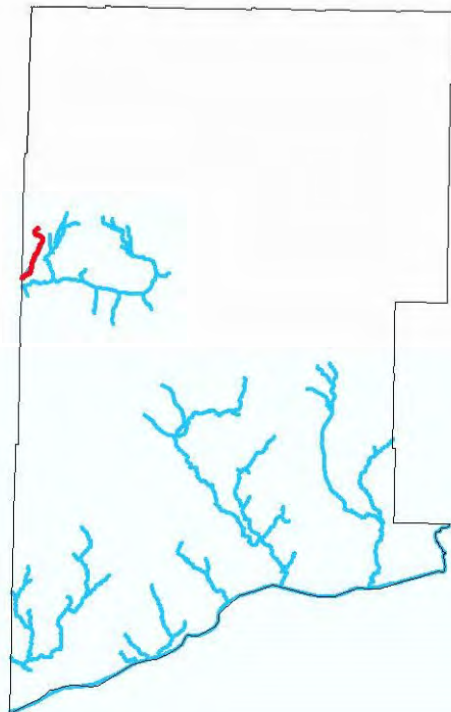
Auto-generated pCMZs

- In GIS, the SMA-jurisdiction streams layer was compared to the CHAMP (Channel Migration Potential) layer. CHAMP layer streams segments, which are present upstream of the 20 cubic feet per second (cfs) regulatory threshold, were trimmed to match the SMA jurisdictional extent. CHAMP data are described in Ecology Publication No. 15-06-003, "Screening Tools for Identifying Migrating Stream Channels in Western Washington" and are available for public use at the Department of Ecology website.
- The relative degree of channel confinement, found in the CHAMP dataset, was selected as the most suitable attribute to categorize stream segments for auto-generating pCMZs. Stream segments were divided into two categories: 1) unconfined, and 2) confined and moderately confined. The Screening Tools publication suggests that in confined and moderately confined stream settings, the valley bottom is a reasonable and conservative approximation of the planning level CMZ. The publication does not offer similar guidance for unconfined settings. Thus, the standard pCMZ methodology, outlined in Ecology's publication No. 14-05-025, "Methodology for Delineating Planning Level Channel Migration Zones", was consulted to aid in appropriately locating pCMZs. The auto-generated pCMZs were assigned as follows:
 - o Confined and moderately confined segments: pCMZ = Valley Bottom Width (attribute within CHAMP data layer).
 - o Unconfined segments: pCMZ = Valley Bottom Width plus 500 feet. Rationale for this approach is as follows: Ecology's pCMZ publication prescribes first delineating the "Modern Valley Bottom" (MVB), followed by situating the pCMZ at some distance relative to the MVB. In settings with very wide valleys relative to the stream, the pCMZ may be placed streamward of the MVB. In settings where the stream is likely to impinge on the valley wall, the pCMZ may be placed outside of the MVB to recognize potential erosion due to undercutting of valley walls. The placement of the pCMZ when outside of the MVB for any segment is controlled by several factors, including the probability of impingement against valley walls, erodibility of valley wall materials, and height of the valley wall. In settings with low erodibility and high valley walls, as generally expected in northern Skamania County, the methodology suggests the pCMZ be placed up to one channel width outside the MVB. In order to assign a common, protective "buffer" distance outside of the valley bottom for all streams in the low-development area, the area stream with the widest active channel, Muddy River, was evaluated. The active channel for Muddy River reaches more than 1,000 feet in width in a few places. While this appears to be atypically wide for streams in the general area, it was a consideration in determining the common pCMZ placement for unconfined stream segments. Considering the Muddy River channel, the hydrologic and geologic setting, and that no migration analysis was performed, it was determined that a reasonable and protective pCMZ for all unconfined stream segments is 500 feet outside of the valley bottom defined in the CHAMP dataset
- It should be noted that pCMZ areas delineated in this fashion are very coarse, and depending on actual stream location versus stream-location data in GIS, the delineated pCMZ area could be significantly misaligned. **Skamania County should narratively explain in their SMP update that**

proposed development near (inside or outside of) these auto-generated pCMZs should first be analyzed on the ground to determine if the project is actually within the valley bottom for confined stream segments or within about 500 feet of the valley bottom for unconfined stream segments. Additionally, the SMP update should note that proposed developments within the physical, on-the-ground boundaries will require a site-specific, detailed CMZ analysis. Ecology Publication #03-06-027 “A Framework for Delineating Channel Migration Zones” provides a methodology for such a detailed analysis that should be conducted by a qualified professional.

- There are 5 streams/stream segments within the Low Development Areas that fall under SMA jurisdiction but are not in the CHAMP stream dataset. Three are in the northwest corner of the county – South Coldwater Creek headwaters, North Fork Toutle River, and Studebaker Creek. Two are in the eastern portion of the county – Trout Lake Creek and the upper White Salmon River. Absent CHAMP data, valley width and confinement information, the valley bottom was hand-digitized using available data (USGS Topographic Information from ESRI, 10-m DEM, and Aerial Photos), and the pCMZ was set back 500 feet from the mapped valley bottom.
 - o The upstream portion of South Coldwater Creek is the outfall of Spirit Lake and appears to travel through a tunnel, thus no pCMZ was generated for that section.
- The pCMZ delineation lines within the GIS package overlap at many stream confluences. Where this occurs, the most protective (i.e., farthest from the stream) should be used.

Higher Potential Development Areas



- Standard pCMZ analyses were performed using available desktop methods.
- Note that all mapped CMZs are “Planning-Level”:
 - o Fairly abbreviated process, relying on visible landforms, channel characteristics, valley characteristics, historic migration, and soils/geology. Channel migration rates were not analyzed. Considering the abbreviated nature of the analysis, the pCMZs are relatively conservative (wide). More precise or narrower CMZs could be generated, but a more detailed analysis would require significantly more time and costs.
 - o In many cases, the pCMZ boundary is above the valley bottom onto valley walls as described in the previous section.
 - o For all streams, the “natural” pCMZ was mapped without regard for man-made structures such as levees and roads that may actually limit migration.
- LIDAR available – Lower White Salmon River – available LIDAR data were utilized to generate the pCMZ following the protocol outlined in Ecology’s Planning Level CMZ publication, referenced above.
- No other streams within the county had significant LIDAR coverage. Absent high-resolution data, ten-meter resolution Digital Elevation Model (DEM) data were used to analyze all other streams. Recognizing coarseness of the data and in order to be protective, the pCMZs were intentionally placed slightly farther from the streams than if LIDAR data were available. Relative Water Surface Elevations (RWSE) were produced for all stream segments using the 10-meter DEM data. The RWSEs were used to aid in visibly locating the preliminary pCMZ or to create a contour (5-10 meters) above the water surface to approximate the valley bottom or a reasonable zone above and outward from the active stream. Once generated, the preliminary pCMZ or the contour was manually adjusted (either streamward or landward) based on historic orthophotos, topographic information, and geologic/soils information. Again, protocol from Ecology’s pCMZ document was followed.
- Note, the unnamed stream in red in the map above was not delineated. It appears to be a mistake within the SMA jurisdiction GIS dataset. The stream is not readily evident in orthophotos or USGS topo maps.

Columbia River

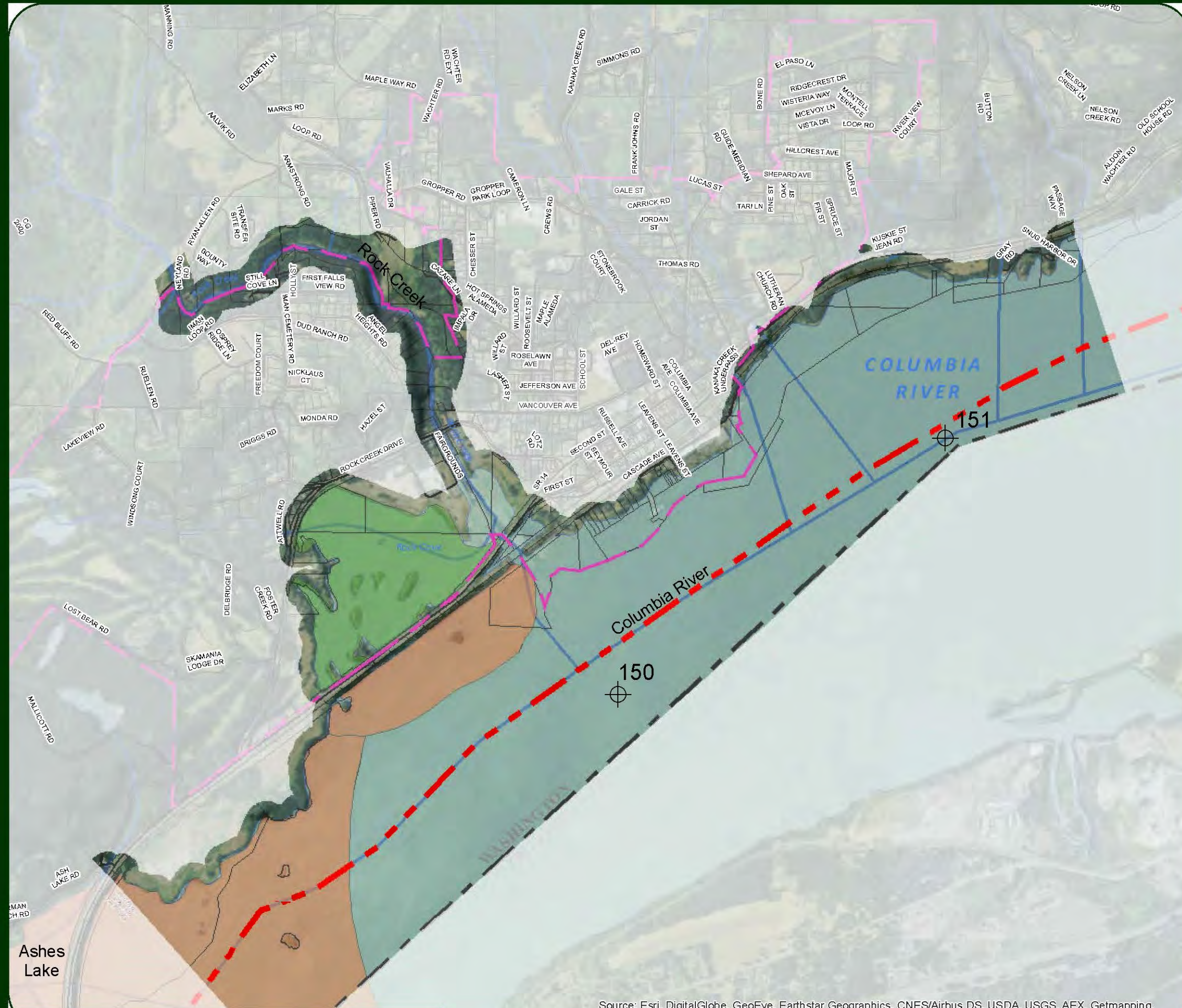
Understanding that the Columbia River has little tendency to migrate and in being consistent with previous CMZ assessments, it was decided to use the existing FEMA 100-year flood zone delineation as the pCMZ. The most current digital flood-zone data available for Skamania County are the FEMA Q3 data, which often do not project well in GIS. This problem, which results in the 100-year flood delineation not aligning properly with the river and adjacent landforms, was noted during assessment of the Q3 data for the Columbia River.

The Columbia River pCMZ delineation presented by Ecology for Skamania County should be recognized in the SMP update as imprecise and should be used only in an advisory capacity. Project-level decisions should utilize existing Flood Insurance Study maps and information and/or more detailed, site-specific delineations.

area and may be the most important layer in terms of understanding the actual locations of encumbered lands. However, all data is retained because it could all be considered valuable for different purposes. Also, when generating the contour line for the purpose of 'cropping' the tract into a specific easement area, it is important to note that the contour line represents only the elevation at the time of the LiDAR data capture (in this case the LiDAR data was collected in 2005-06). Changes to topography (e.g. cut and fill) influence the actual area of easement. Therefore it is important to have the entire area of each tract as well as its specified high elevation information. This data is available in the complete tract (polygon) dataset. Also, the full legal scope of each easement is defined within the original recorded legal document. These should be reviewed prior to making any firm judgment regarding the location of each easement.

In the case of cropping the tracts that had a defined high elevation of 800,000 c.f.s. or where the high elevation was not defined (i.e. entered as 99999 in the data), these tracts were cropped at the 95 foot contour line. While this may not be the legally defined high contour location of the easement, it allows the tracts to be cut to show an estimate of actual easement area.

FIGURE 7: PHS Data

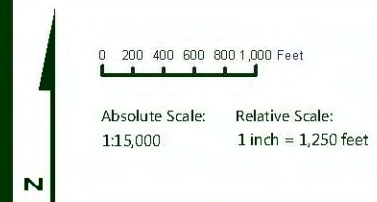


LEGEND

- Stevenson City Limits
- State Border
- Parcel
- River Miles
- Rail Road
- Public Roads
- Streams and Rivers

WDFW PHS Data

- Salmon Stock Inventory (SaSI)
- Canada Goose
- Waterfowl Concentrations



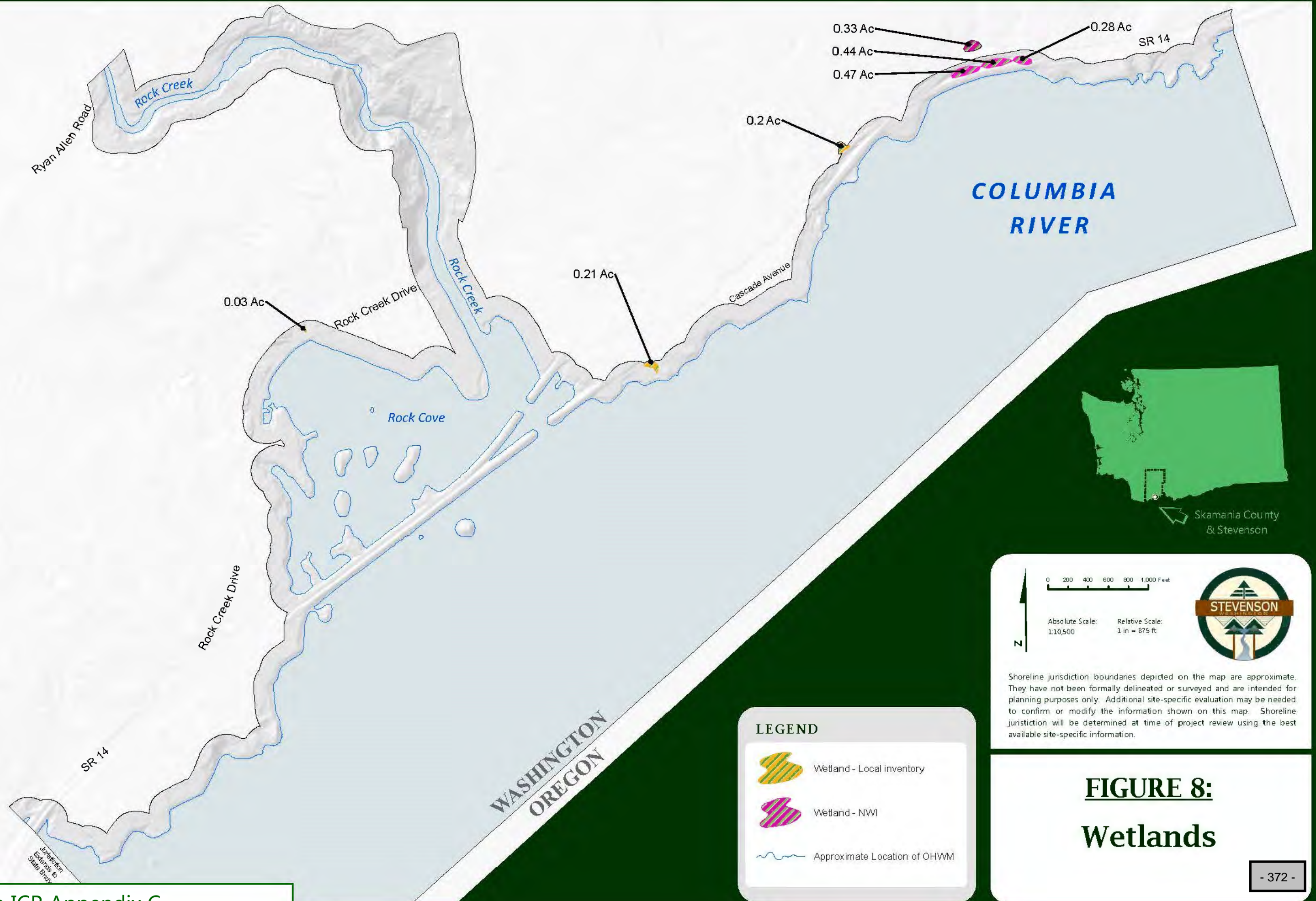
Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.



BergerABAM: 6/5/2015

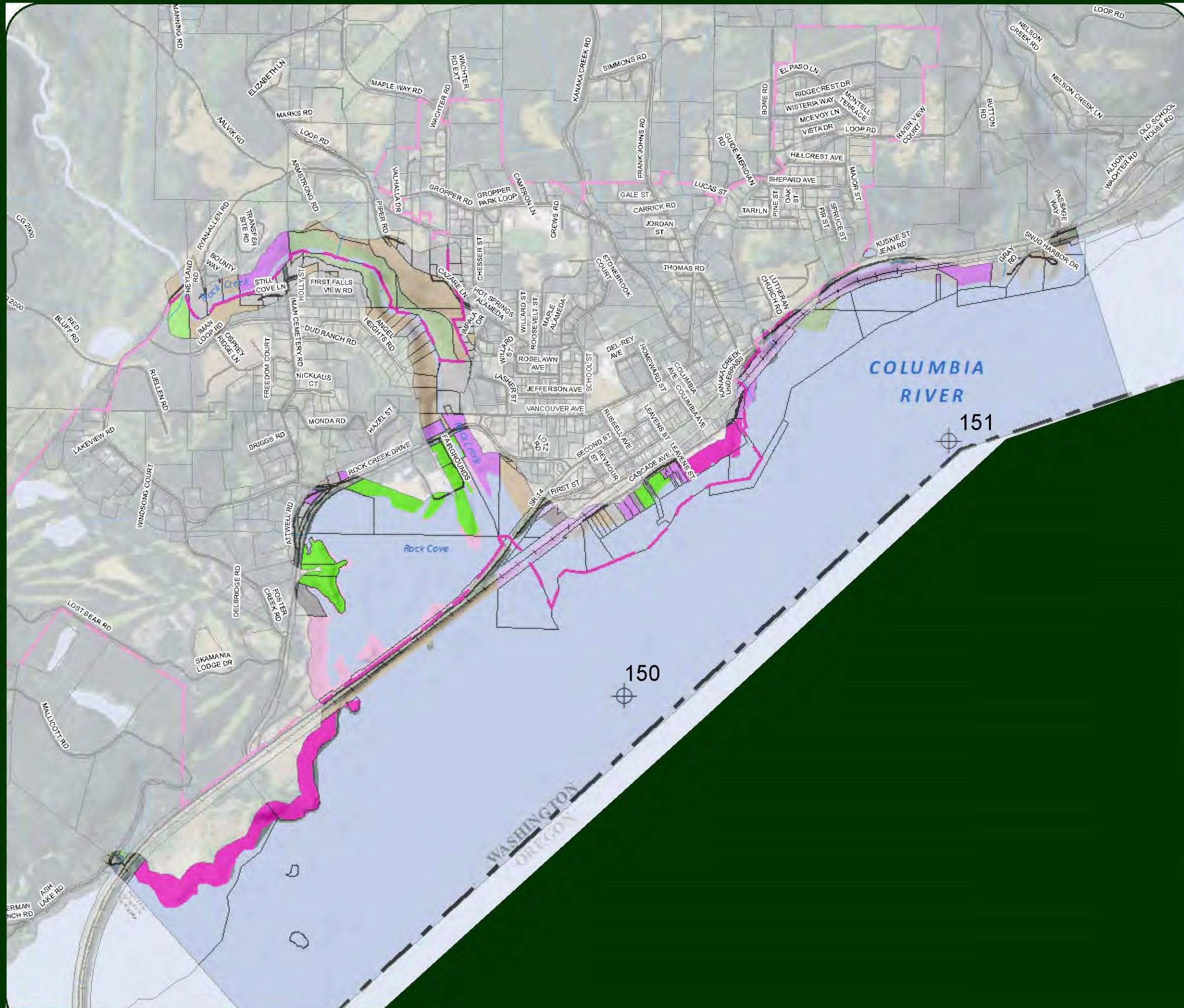
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





**FIGURE 8:
Wetlands**

FIGURE 9: Existing Land Use



LEGEND

- Stevenson City Limits
- Public Roads
- State Border
- Rail Road
- Parcel
- River Miles

Land Use

- Single Family
- Utility-Trans
- Parks
- Multi-Family
- Services
- Private/Commercial Forest
- Manufacturing
- Culture-Recreation
- Undeveloped
- Open Space

0 200 400 600 800 1,000 Feet

Absolute Scale: 1:15,000 Relative Scale: 1 inch = 1,250 feet

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BergerABAM | 6/5/2015



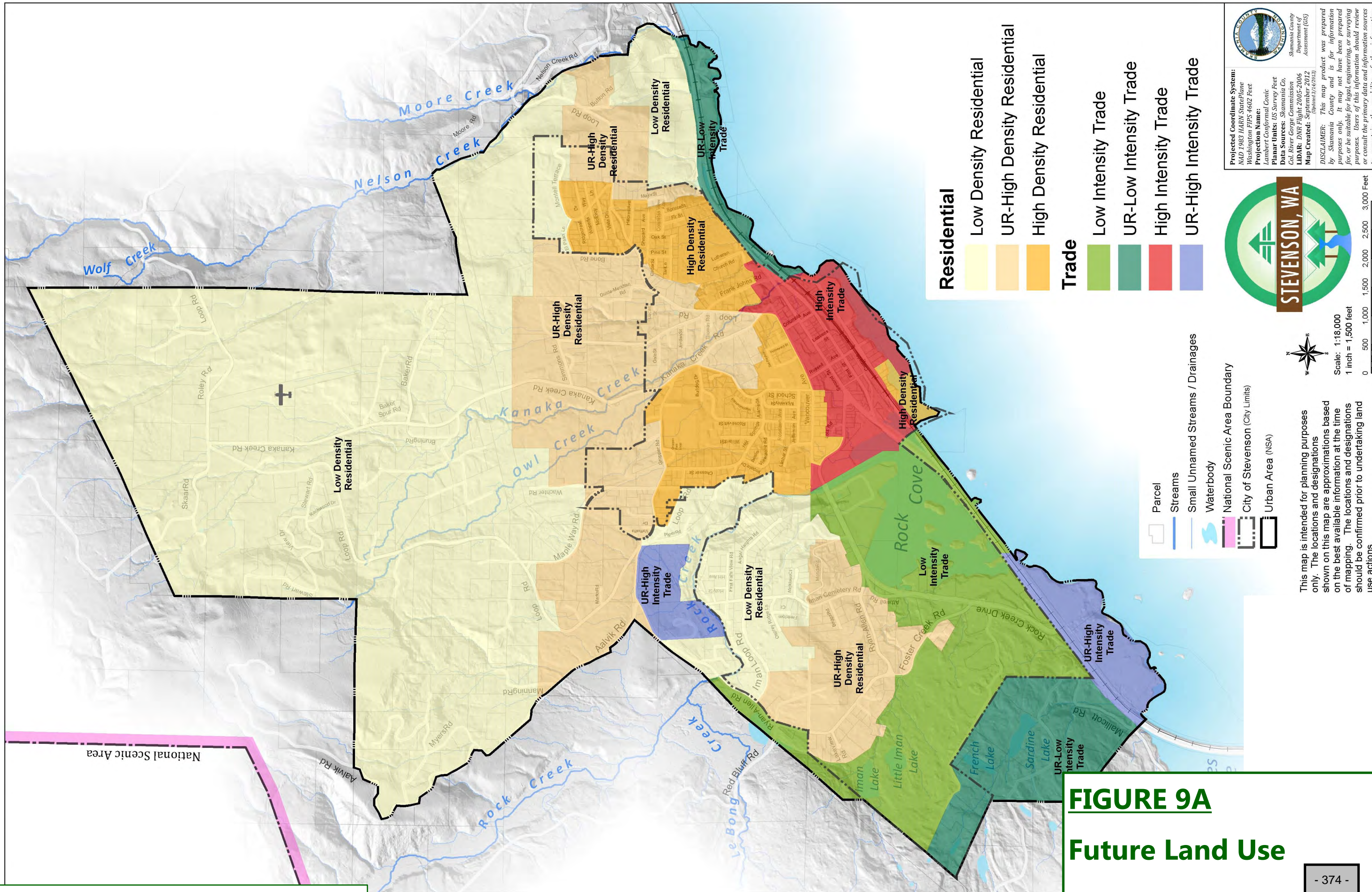
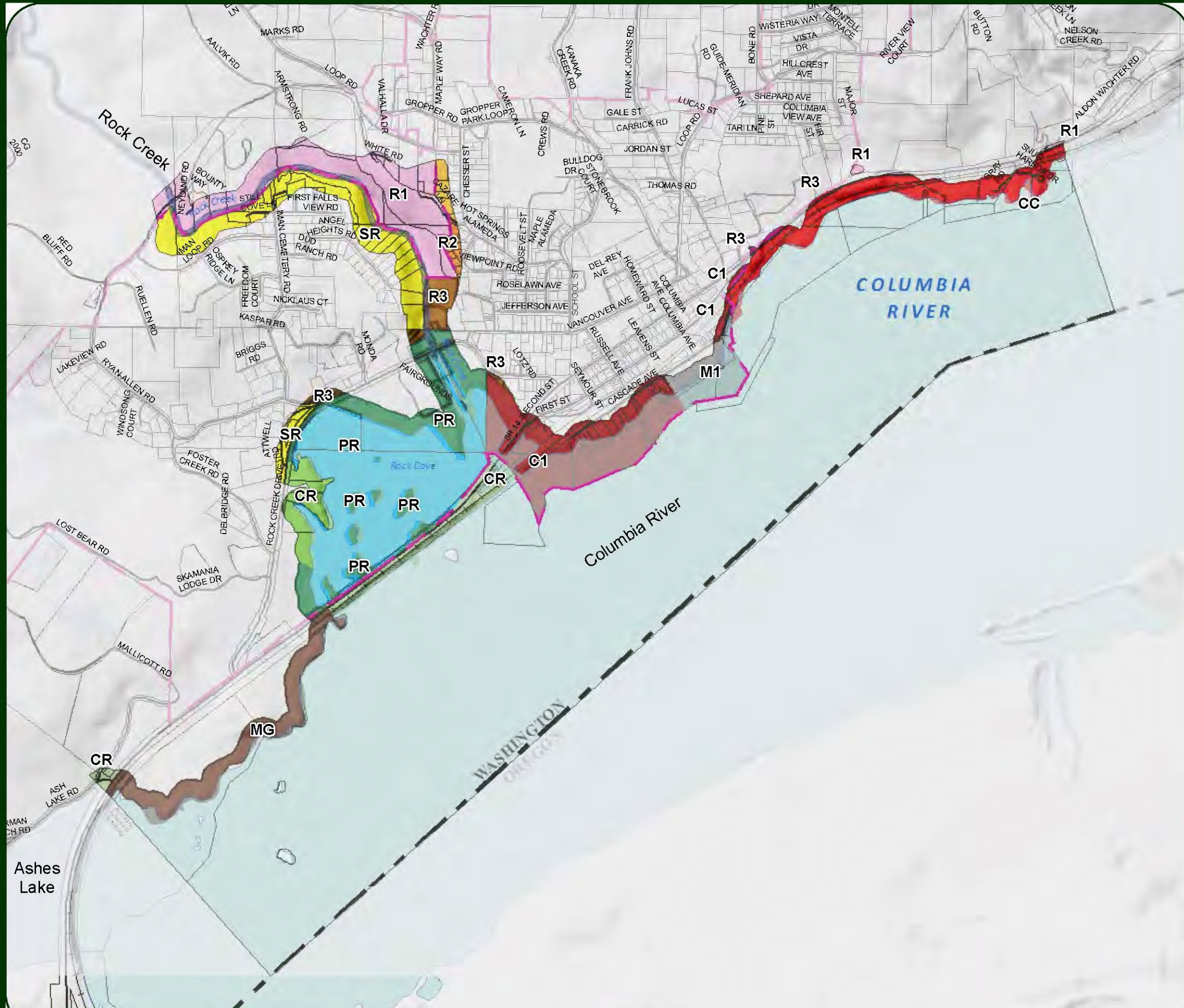


FIGURE 9A
Future Land Use

FIGURE 10: Zoning



LEGEND

Stevenson City Limits Public Roads
 State Border Parcel
 Rail Road

Zoning

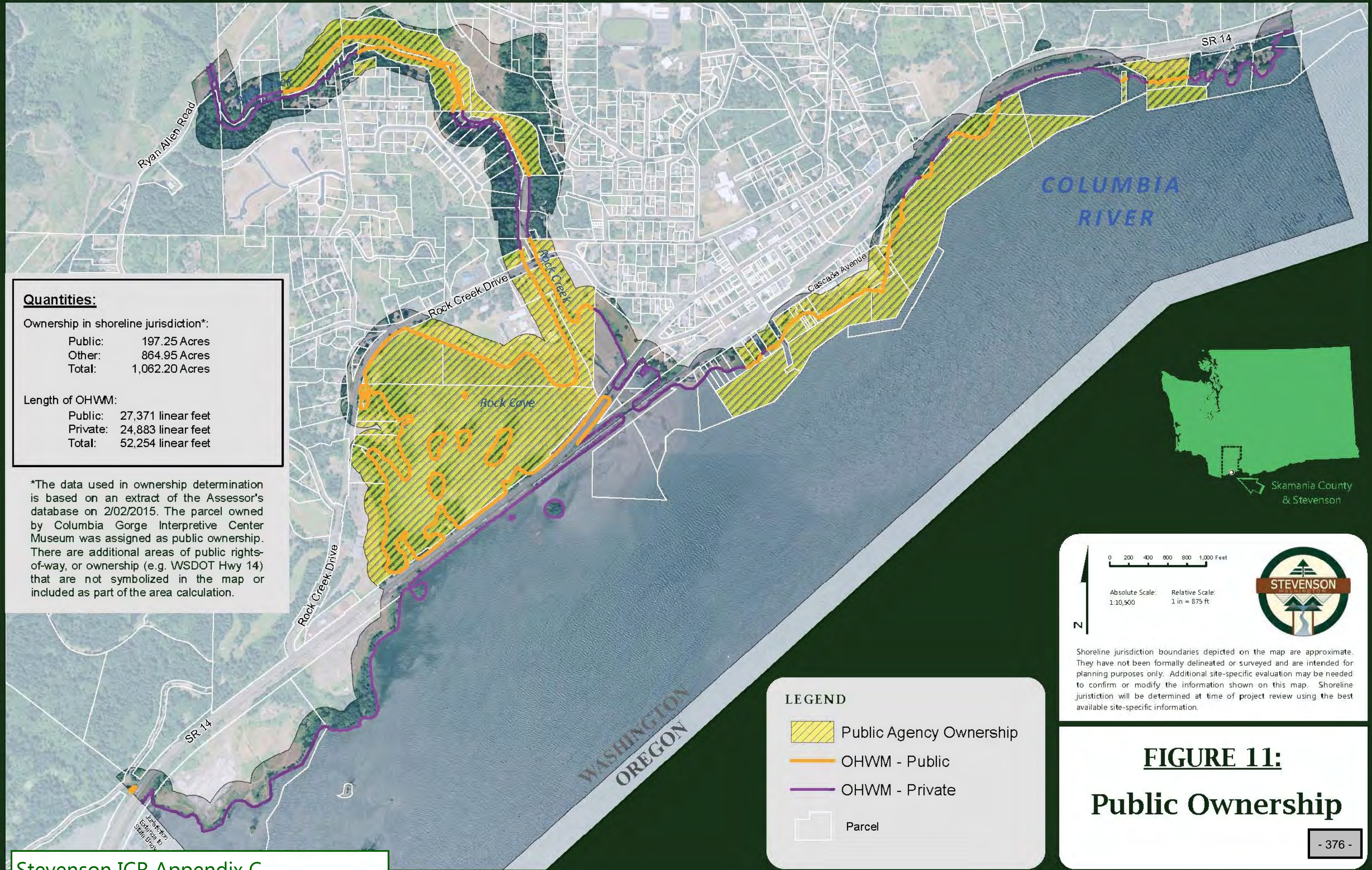
Skamania County	City of Stevenson
 Residential 1 (R1)	 Commercial (C1)
 Residential 2 (R2)	 Commercial Recreation (CR) (Stev)
 Community Commercial (CC)	 Light Industrial (M1)
 Commercial Rec. (CR) (SkaCo)	 Public Use and Recreation (PR)
 Industrial (MG)	 Rock Cove Public Use & Rec. (PR)
	 Single Family Residential (R1)
	 Two Family Residential (R2)
	 Multi-Family Residential (R3)
	 Multi-Family Residential Overlay (R3)
	 Suburban Residential (SR)

0 200 400 600 800 1,000 Feet
 Absolute Scale: 1:15,000 Relative Scale: 1 inch = 1,250 feet

Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.




BergerABAM, 6/5/2015



Quantities:

Ownership in shoreline jurisdiction*:

Public:	197.25 Acres
Other:	864.95 Acres
Total:	1,062.20 Acres

Length of OHWM:

Public:	27,371 linear feet
Private:	24,883 linear feet
Total:	52,254 linear feet

*The data used in ownership determination is based on an extract of the Assessor's database on 2/02/2015. The parcel owned by Columbia Gorge Interpretive Center Museum was assigned as public ownership. There are additional areas of public rights-of-way, or ownership (e.g. WSDOT Hwy 14) that are not symbolized in the map or included as part of the area calculation.

LEGEND

-  Public Agency Ownership
-  OHWM - Public
-  OHWM - Private
-  Parcel

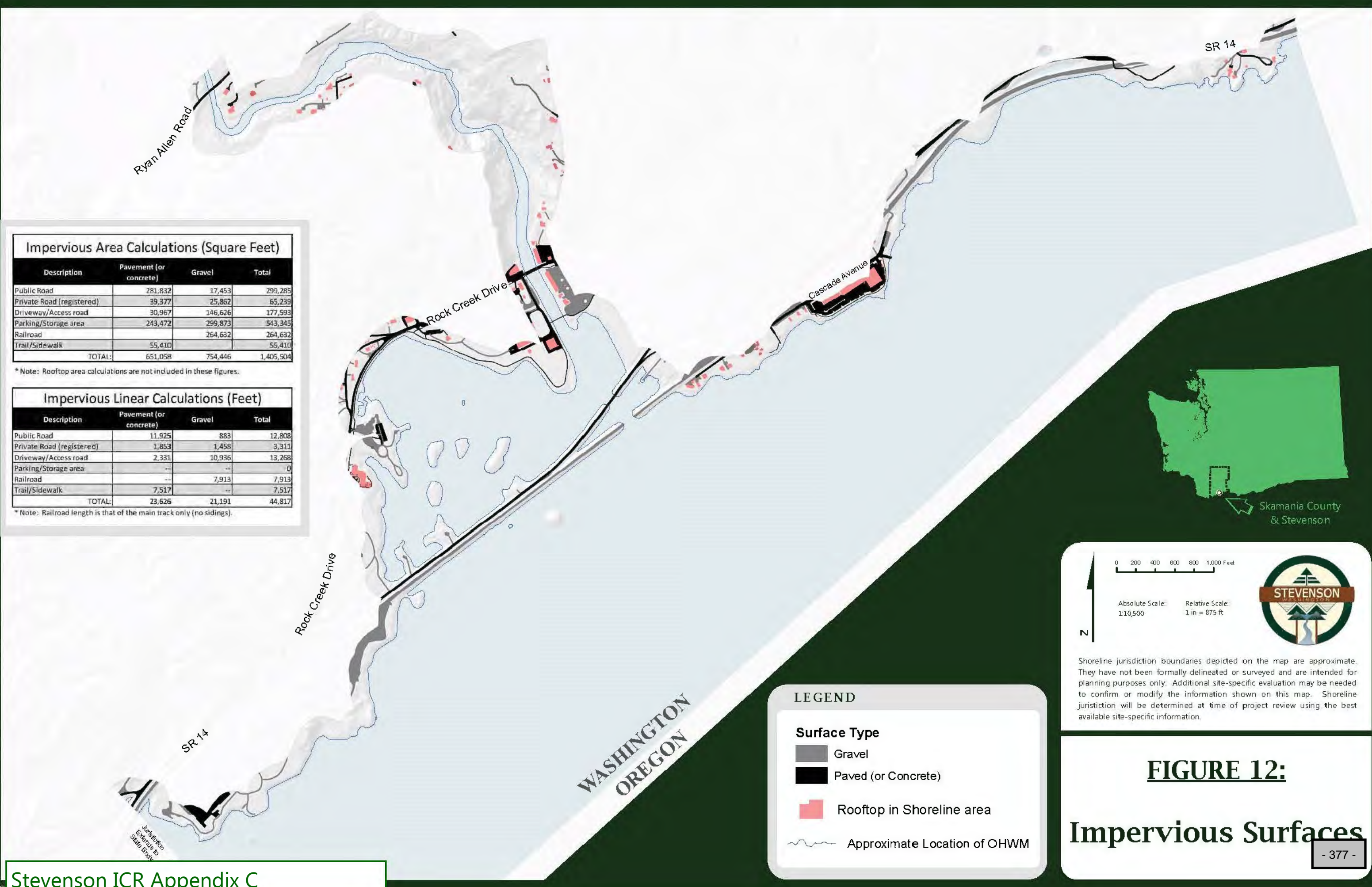
0 200 400 600 800 1,000 Feet

Absolute Scale: 1:10,500 Relative Scale: 1 in = 875 ft



Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.

FIGURE 11:
Public Ownership



Impervious Area Calculations (Square Feet)

Description	Pavement (or concrete)	Gravel	Total
Public Road	281,832	17,453	299,285
Private Road (registered)	39,377	25,862	65,239
Driveway/Access road	30,967	146,626	177,593
Parking/Storage area	243,472	299,873	543,345
Railroad		264,632	264,632
Trail/Sidewalk	55,410		55,410
TOTAL:	651,058	754,446	1,405,504

* Note: Rooftop area calculations are not included in these figures.

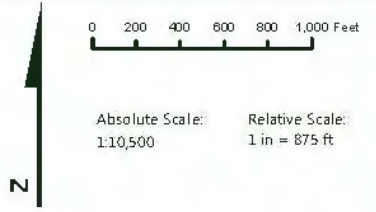
Impervious Linear Calculations (Feet)

Description	Pavement (or concrete)	Gravel	Total
Public Road	11,925	883	12,808
Private Road (registered)	1,853	1,458	3,311
Driveway/Access road	2,331	10,936	13,268
Parking/Storage area	--	--	0
Railroad	--	7,913	7,913
Trail/Sidewalk	7,517	--	7,517
TOTAL:	23,626	21,191	44,817

* Note: Railroad length is that of the main track only (no sidings).



Skamania County & Stevenson



Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.

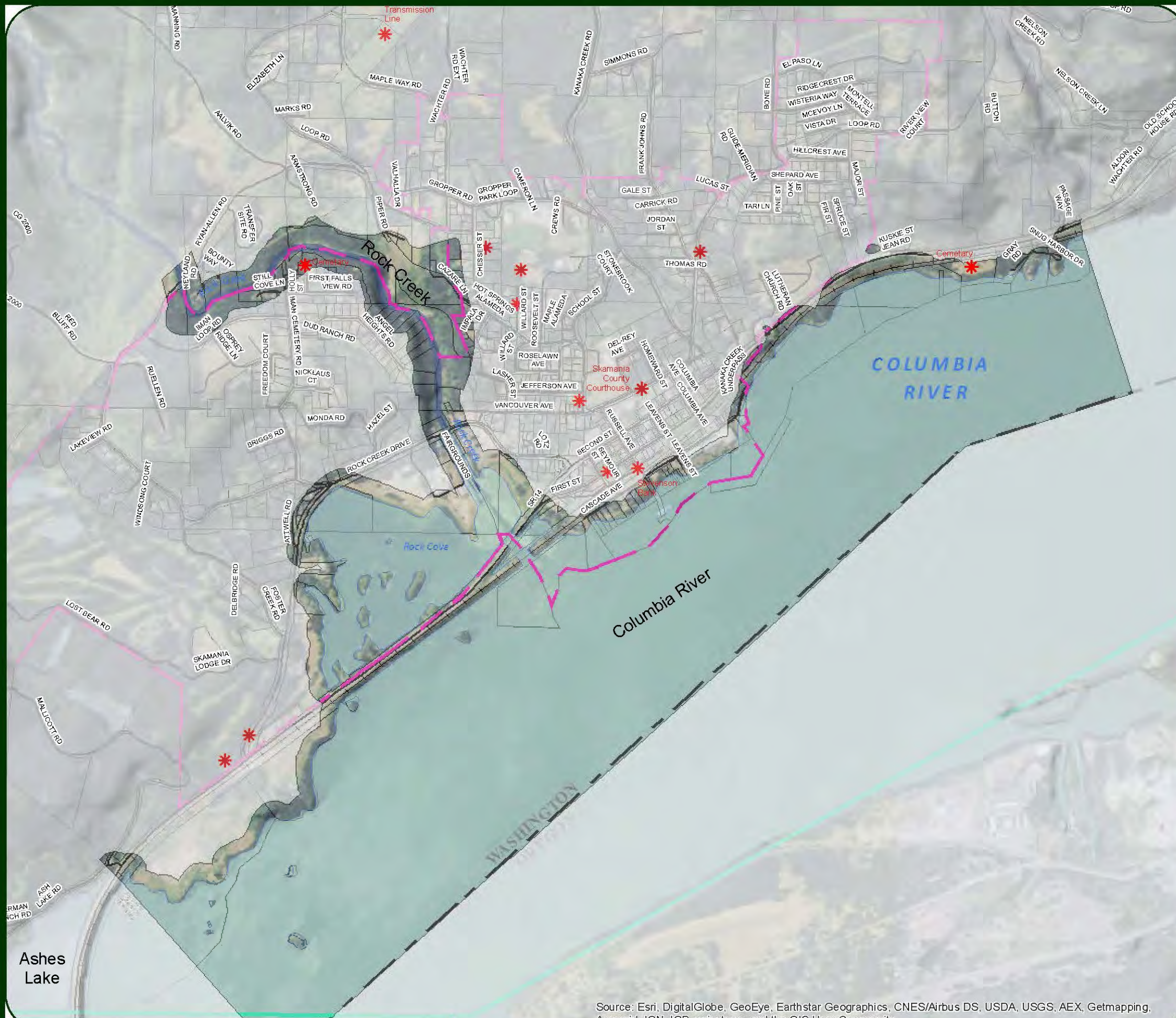
LEGEND

Surface Type

- Gravel
- Paved (or Concrete)
- Rooftop in Shoreline area
- Approximate Location of OHWM

FIGURE 12:
Impervious Surfaces

FIGURE 14: Archeology / Historic

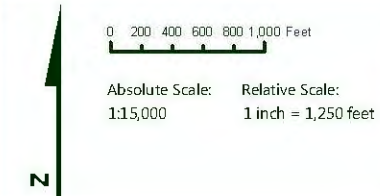


LEGEND

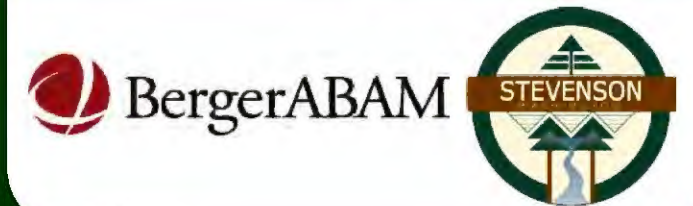
- Stevenson City Limits
- Rail Road
- State Border
- Public Roads
- Parcel

Skamania / Stevenson Historic Inventory

- Historic Property Inventory Points
- Washington Register Districts *(Not on map)
- Washington Register Properties *(Not on map)



Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.



BergerABAM; 8/5/2015

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





Quantities by type:

Type	Length	% of Total
Armored	20,260 ft	39%
Not armored	31,994 ft	61%
Total shoreline:	52,254 ft	100%

Island dimensions:




	Perimeter	Area
1	133 ft	1,098 sq ft
2	731 ft	31,884 sq ft
3	563 ft	20,520 sq ft
4	1010 ft	50,895 sq ft
5	681 ft	32,395 sq ft
6	127 ft	1,091 sq ft
7*	606 ft	28,433 sq ft
Total:	3,851 ft	166,316 sq ft

* Island is not within City Limits or the Urban Area.

Docks / Piers:

	Description	Area
A	Private	1,100 sq ft
B	Communal	185 sq ft
C	Communal	787 sq ft
D	Private	1,395 sq ft
E	Communal	3,491 sq ft
F	Communal	81 sq ft
G	Communal	81 sq ft
H	Communal	730 sq ft
I	Communal (seasonal)	1,012 sq ft
J	Private	615 sq ft
K	Private	170 sq ft
Total:		9,647 sq ft

LEGEND

-  Armored
-  Not armored
-  Docks/Piers

0 200 400 600 800 1,000 Feet

Absolute Scale:
1:10,500

Relative Scale:
1 in = 875 ft.



Shoreline jurisdiction boundaries depicted on the map are approximate. They have not been formally delineated or surveyed and are intended for planning purposes only. Additional site-specific evaluation may be needed to confirm or modify the information shown on this map. Shoreline jurisdiction will be determined at time of project review using the best available site-specific information.

FIGURE 15

Shoreline Modifications

Washington State Fish Passage

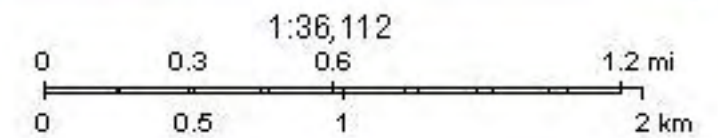


September 10, 2018

- Unknown
- Diversion
- ▲ Barrier, Unknown Percent Passable
- ▲ Total Fish Passage Blockage
- ▲ Partial Fish Passage Blockage
- Not a barrier
- Corrected Barriers

FIGURE 16

Fish Passage Barriers



Washington Department of Fish and Wildlife, Habitat Program, Restoration Division, Restoration Division of the DFW Habitat Program, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geo



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Recommended



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STEVENSON SHORELINE MASTER PROGRAM



**City of Stevenson
Planning Commission Recommended Draft
Shoreline Restoration Plan
December 2018**

Ecology Grant # G1200-044

Tasks 4.1



DRAFT



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Chapter 1 – Introduction

1.1 Title

This document shall be known and may be cited as the 2018 Stevenson Shoreline Restoration Plan (Restoration Plan or RP).

1.2 Adoption Authority & Plan Context

This restoration plan was prepared as part of the City of Stevenson (City) Comprehensive Shoreline Master Program (SMP) update. The City's SMP was first adopted in June 1974 and was revised in August 1975. The current program does not include a restoration plan element as is now required in order to comply with the Washington State Shoreline Management Act (SMA), Revised Code of Washington (RCW) 90.58, and the SMP Guidelines, Washington Administrative Code (WAC) 173.26.

Included within the updated SMP are the policies and regulations that govern the use and development of the City's shorelines. Some projects require compensatory mitigation to offset unavoidable impacts, however research has shown that even the best designed and implemented mitigation projects are subject to some degree of failure. Further, it has been shown that existing legally allowed and previously permitted shoreline use and development, as well as exempt and unregulated shoreline activities often have incremental, unmitigated impacts that result in degraded shoreline conditions. Therefore, the SMP is required to include a "real and meaningful" strategy to restore impaired shoreline ecological functions. This restoration plan is the City's strategy.

This strategy is adopted under the authority granted by the Shoreline Management Act of 1971 embodied in the RCW Chapter 90.58, and is adopted in compliance with the Shoreline Master Program Guidelines contained in WAC 173-26.

This Restoration Plan is not proposed for inclusion as regulatory text or as part of the Stevenson Comprehensive Plan or the Stevenson Municipal Code. However, the City's SMP indicates that degraded areas should be restored in accordance with this restoration plan, and the content of this plan will serve as a useful reference during SMP implementation.

1.3 Purpose & Goal

Generally speaking, shoreline and waterbody restoration is defined as returning an area to a previous condition by improving its current ecological conditions. The SMA defines restoration as follows:

"Restore", "Restoration", or "Ecological Restoration" means the reestablishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, revegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions. (WAC 173-26-020)

1.3.1 Plan Purpose

The purpose of this plan is to identify restorative actions to address impaired ecological processes and functions. Although many of the opportunities for restoration activities described in this plan affect

private property, it is not the intention of the City to require or commit private property owners to carrying out those restoration activities. Instead, this is a facilitative plan of the City which will support restoration actions whenever willing collaborations with or between landowners exist. Additionally, private landowners who are required to provide mitigation for development-related impacts may choose to implement the actions noted in this plan as a way of meeting those mitigation obligations.

1.3.2 Restoration Goal

In accordance with the SMP guidelines (WAC 173-26-201(2)(f)), the City has established the following as the goal of this restoration plan:

Voluntary actions and public/private partnerships successfully restore, reestablish, or otherwise improve shoreline ecological functions. As a result, ecosystem-wide processes are more predictable than in 2018, and Stevenson's shorelines are more capable than ever before of sustaining human investments.

The action plan to achieve this goal is detailed in Chapter 3.

1.3.3 Relationship to Inventory & Characterization Report

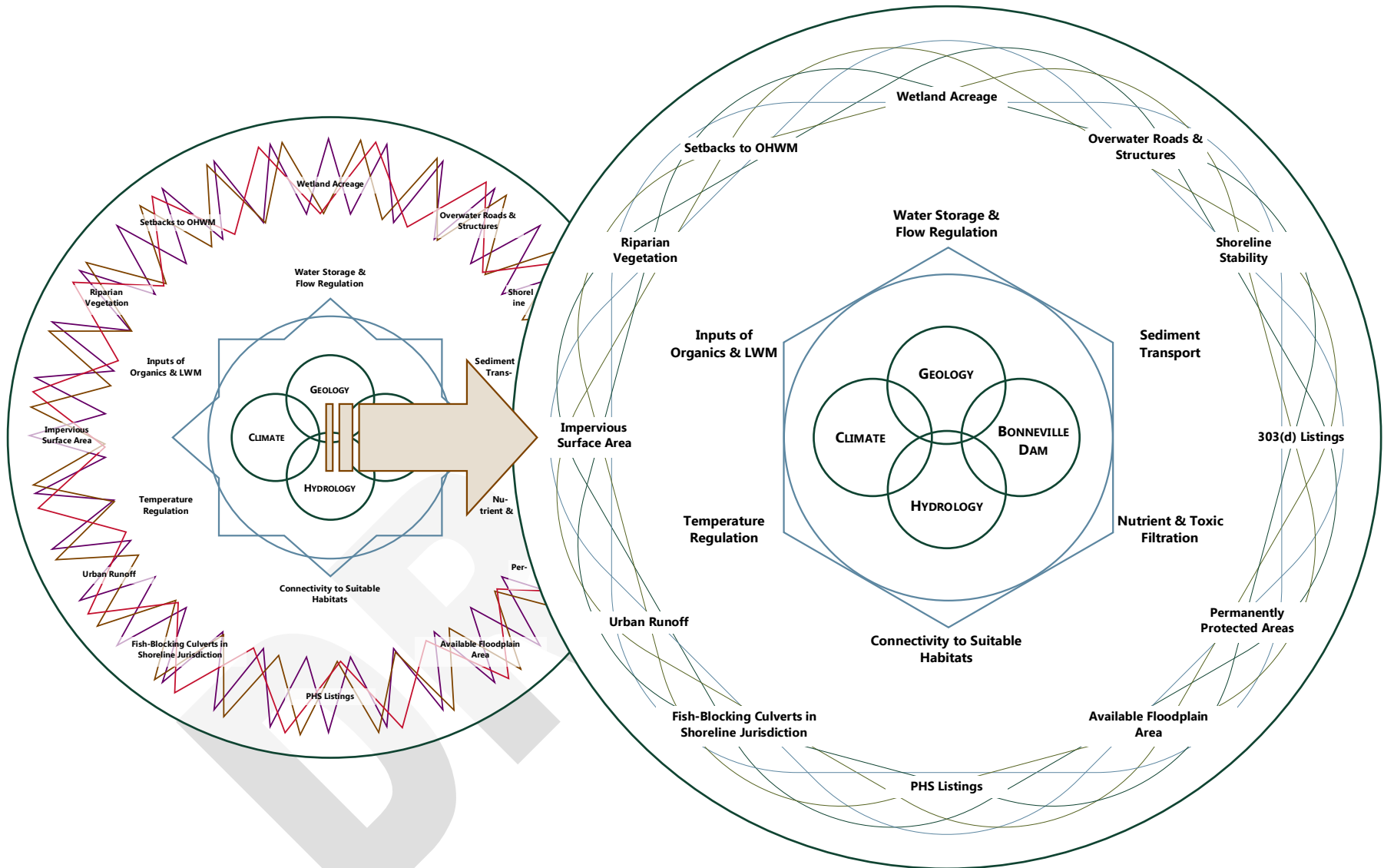
The actions of this plan will rely on the existing condition information provided in the City's Shoreline Inventory & Characterization Report (ICR), which evaluated ecosystem-wide processes, shoreline ecological functions, and the land uses within shoreline jurisdiction. Figure 1-1, below shows how implementation of this Restoration Plan can smooth out uncertainties and fluctuations in the ecological functions of Stevenson's shorelines to increase predictability for uses and developments in those areas. This figure is based on a similar figure from the ICR which more fully describes the 4 ecosystem-wide processes, 6 ecological functions, and 12 reach-scale indicators displayed. ICR Chapter 4 includes descriptions of each indicator, a qualitative assessment of their performance, and identifies degraded areas and aspects of the reach which could be restored and/or enhanced.

1.4 Methodology

SMPs must include goals, policies, and actions to restore impaired shoreline ecological functions. These provisions are to achieve overall improvements in shoreline ecological functions over time, when compared to the functions' status upon adoption of the SMP. The approach to restoration planning may vary significantly among local jurisdictions, depending on the size of the jurisdiction; the extent and condition of the shorelines in the jurisdiction; the availability of grants, volunteer programs, or other tools for restoration; and the nature of the ecological functions to be addressed by restoration planning. The guidelines (WAC 173-26-201(2)(f)) require that shoreline restoration plans address the following six components.

- Identify degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Establish overall goals and priorities for the restoration of degraded areas and impaired ecological functions.
- Identify existing and ongoing projects and programs that are being implemented, or are reasonably assured of being implemented (based on an evaluation of funding likely in the foreseeable future), and which are designed to contribute to local restoration goals.

FIGURE 1-1 RESTORATION PLAN GOAL: IMPROVE ECOLOGICAL FUNCTIONS



Added Predictability of Ecological Functions through Restoration Plan Implementation

Implementation of the Shoreline Restoration Plan will reduce fluctuation in shoreline ecological functions and ecosystem-wide processes. The resulting predictability will better sustain human investments in shoreline areas.

Figure Credit: Ben Shumaker (2018).

- Identify additional projects and programs needed to achieve local restoration goals and implementation strategies, including prospective funding sources for the projects and programs.
- Identify timelines and benchmarks for 1) implementing restoration projects and programs and 2) achieving local restoration goals.
- Provide mechanisms or strategies that will ensure 1) the implementation of restoration projects and programs according to plans, and 2) the appropriate review of their effectiveness in meeting the overall restoration goals.

1.4.1 Study Area

The study area for this analysis includes all shoreline areas currently within city limits and the presdesignated shorelines outside of city limits but within the Stevenson Urban Area as defined under the *Columbia River Gorge National Scenic Area Act*. The study area is located in Skamania County, Washington, on the north bank of the Columbia River and contains shorelines associated with Columbia River (a shoreline of statewide significance), Ashes Lake, Rock Cove, and Rock Creek. The City encompasses approximately 1.52 square miles in Water Resource Inventory Area (WRIA) 29 – Wind-White Salmon – and is surrounded by rural residential and forest lands to the east, west and north. The WRIA subbasins where Stevenson’s shoreline is located include Rock Creek and several Columbia River Tributaries. The total land area subject to the proposed SMP is ~185 acres, with only ~100 acres currently within the City’s Shoreline Jurisdiction. The study area of this restoration plan evaluates ~10 miles of shoreline length, with ~6.3 miles of shoreline currently within city jurisdiction.

1.4.2 No Net-Loss & Restoration

Per the SMP Guidelines, “no net loss” means that impacts may occur, but adequate measures are in place within the overall shoreline program to mitigate them such that the post-development conditions are no worse overall than pre-development conditions.

The restoration plan component of the SMP is an acknowledgement that mitigation alone is not enough to prevent loss of ecological functions during land use and development, and that a restoration plan is needed to offset the expected loss of function that will occur from site-specific mitigation and other incremental impacts sustained over time.

The guidelines note that “no net loss” is achieved primarily through regulatory mechanisms, including mitigation requirements, but that restoration incentives and voluntary actions are also critical to achieving no net loss. The SMP requires that shoreline development fully mitigate impacts caused by the proposed project. Although developers are not required to improve conditions over and above the impacts of their development action, they may elect to implement elements of this plan as mitigation for shoreline development if appropriate. Two examples: 1) a park improvement project could be designed to include the removal of invasive species and streambank stabilization. These actions would have the effect of improving conditions over time, which is necessary for achieving no net loss, and 2) new nonwater oriented commercial or industrial mixed-use projects seeking to locate in a Shoreline Environment Designation where they are not preferred must provide a significant public benefit, such as public access or ecological restoration. These proposals can include projects from RP Figure 3-1.

Citizens, agencies, and other groups may also elect to implement this plan’s projects purely for the ecological benefits of restoration—irrespective of development activity or mitigation requirements.

Chapter 2 – Existing Conditions

This section includes selected text from the ICR as an overview of the shoreline waterbodies in Stevenson’s shoreline jurisdiction. The following includes a short description and examples of degraded areas and restoration opportunities from each reach. A more complete background is provided in the ICR.

2.1 Summary of Degraded Areas and Restoration Opportunities

RP Figure 2-1: Restoration Opportunities identifies 13 distinct opportunities to restore the ecological functions of Stevenson’s shorelines. These opportunities are based in part on best practices from other communities and in part on the ICR’s list of 73 degraded areas and restoration opportunities within the City’s 7 reaches. Where this figure identifies specific restoration projects, those projects are more fully described by RP Figure 3-1: Restoration Action Plan.

FIGURE 2-1: RESTORATION OPPORTUNITIES

Opportunity	Restoration Need	Potential Restoration Projects
Bonneville Impoundment & Inundation of Floodplains	<ul style="list-style-type: none"> Decrease channel width-to-depth ratios. Dredge shoreline waterbodies as appropriate, including confluence of Rock Creek and Columbia River. Replace riprap by regrading, use of bio-engineering, implementing measures that improve channel width-to-depth ratios, and removing where not needed. 	<ul style="list-style-type: none"> R.1 – Rock Creek Dredge 2009 R.2 – Rock Creek Drive Bridge Replacement Project
Aggradation in Lower Rock Creek	<ul style="list-style-type: none"> Develop a plan to address input and throughput of sediment entering lower Rock Creek and Rock Cove since the Piper Road Landslide. Decrease channel width-to-depth ratios. Dredge shoreline waterbodies as appropriate, including confluence of Rock Creek and Columbia River. 	<ul style="list-style-type: none"> R.3 – Stevenson Shoreline Restoration & Enhancement Project R.1 – Rock Creek Dredge 2009 R.4 – Rock Cove Rehabilitation Project
Character & Coverage of Riparian Vegetation	<ul style="list-style-type: none"> Increase canopy cover in shoreline areas. Plant trees along shorelines, especially shade-providing trees on the south and west banks of shoreline waterbodies. Plant Oregon White Oak and other species that overhang shoreline waterbodies and provide allochthonous inputs to the aquatic ecosystem. Plant native vegetation to replace existing non-native vegetation and lawns in shoreline areas because of their need for more water, which can contribute to erosion, and fertilizers, which can negatively affect water quality. 	<ul style="list-style-type: none"> R.3 – Stevenson Shoreline Restoration & Enhancement Project R.1 – Rock Creek Dredge 2009
Invasive Aquatic & Riparian Vegetation	<ul style="list-style-type: none"> Partner with and encourage participation in the Skamania County Noxious Weed Control Program Develop projects to eradicate invasive species from shoreline habitats. Identify and remove invasive aquatic species, especially milfoil in Rock Cove and the Columbia River. Identify and remove invasive species, including Himalayan blackberry, reed canary grass, and English Ivy. Replant native trees and shrubs to discourage recolonization of invasives, control erosion, and preserve water quality. 	<ul style="list-style-type: none"> R.4 – Rock Cove Rehabilitation Project R.5 –Milfoil Removal Projects

FIGURE 2-1: RESTORATION OPPORTUNITIES, CONT.

Opportunity	Restoration Need	Potential Restoration Projects
Riprap Armoring of Shorelines	<ul style="list-style-type: none"> • Soften riprap armoring through planting of vegetation. • Replace riprap by regrading, use of bio-engineering, implementing measures that improve channel width-to-depth ratios, and removing where not needed. 	<ul style="list-style-type: none"> • R.3 – Stevenson Shoreline Restoration & Enhancement Project
Fish-Blocking Culverts	<ul style="list-style-type: none"> • Replace culverts to improve fish passage. • Increase habitat diversity. • Identify whether culverts under the railroad and SR 14 eliminate fish passage. 	<ul style="list-style-type: none"> • R.4 – Rock Cove Rehabilitation Project • R.6 – Rock Creek Drive Foster Creek Culvert Replacement • R.7 – SR 14 Kanaka Creek Culvert Replacement
Abandoned, Non-Water-Oriented or Otherwise Inappropriate Shoreline Structures & Development	<ul style="list-style-type: none"> • Replace Rock Creek Drive Bridge with freespan structure. • Remove existing Rock Creek Drive Bridge piers and in stream “tree-catcher structures upstream of bridge. • Remove City-owned house at Vancouver Avenue and Rock Creek. • Remove derelict pilings in Rock Cove and the Columbia River. • Remove sheet pile at Leavens Point. • Remove the abandoned tugboat dock, pilings, and utility building between SR 14 and the BNSF railroad. • Remove abandoned fence, metal strapping, debris, and concrete structures near the County’s Hegewald Mill Site on Rock Cove. • Encourage WSDOT to evaluate replacement of the SR 14 bridge over Rock Creek. • Develop programs to identify and upgrade or remove shoreline structures that are degrading local habitats. 	<ul style="list-style-type: none"> • R.2 – Rock Creek Drive Bridge Replacement Project • R.3 – Stevenson Shoreline Restoration & Enhancement Project • R.4 – Rock Cove Rehabilitation Project • R.8 – Vancouver Avenue House Removal • R.9 – Old Hegewald Mill Site Redevelopment Project • R.10 – Willing Partner Database Project
Public Awareness of Restoration Needs	<ul style="list-style-type: none"> • Educate homeowners on low-impact development practices, including stormwater control, for shoreline properties. • Educate property owners on the benefits of trees and native vegetation in shoreline areas. • Educate land owners on the impacts of lawn chemicals/fertilizers. • Educate property owners on the impacts of flowage easements maintained by the USACE. • Encourage participation in the Skamania County Master Gardeners training offered by Oregon State University-Hood River and Washington State University-Vancouver. • Educate boaters on best boating practices to minimize habitat disruption/damage and water contamination. • Encourage participation by utility providers in the optional memorandum of understanding (MOU) process for utility maintenance exemptions. 	<ul style="list-style-type: none"> • R.11 – CAO Utility Maintenance Exemption Program • R.10 – Willing Partner Database Project
Data Gaps	<ul style="list-style-type: none"> • Address gaps that hinder identification of site-specific restoration needs and opportunities. • Identify and assess the quality of priority habitats and the primary constituent elements of critical habitat for species protected by state and federal law. • Delineate and rate wetlands in shoreline jurisdiction in advance of development proposals. • Encourage a statewide or regionwide clearinghouse to curate wetland reports and datasheets. • Ensure restoration project data and information are fully integrated and tracked in LCFRB’s SalmonPORT database. • Identify and evaluate hyporheic zones in shoreline jurisdiction. • Identify sources of pollutants (e.g., stormwater runoff) and develop restoration projects to address these sources. 	<ul style="list-style-type: none"> • R.12 – State Wetland Clearinghouse •

FIGURE 2-1: RESTORATION OPPORTUNITIES, CONT.

Opportunity	Restoration Need	Potential Restoration Projects
Active Shoreline Erosion along Port Holdings	<ul style="list-style-type: none"> • Arrest erosion. • Stabilize land to prevent loss of shoreline development/entry of pollutants. • Vegetate with native species appropriate to the multi-use urban waterfront. 	<ul style="list-style-type: none"> • R.3 – Stevenson Shoreline Restoration & Enhancement Project • R.1 – Rock Creek Dredge 2009
Ecosystem-Wide Water Quality Concerns	<ul style="list-style-type: none"> • Develop public stormwater treatment infrastructure to treat water drained from the residential core of the city. • Promote the replacement of paved parking areas within shoreline jurisdiction with pervious pavement or addition of stormwater treatment landscaping at a ratio similar to SMC 17.35.130(B)(4) through incentives such as grants or development fee reductions. • Promote retrofitting existing shoreline development with landscaping, rain gardens, and other stormwater improvement measures. 	<ul style="list-style-type: none"> • R.13 – Vancouver Avenue Stormwater Outfall Replacement Project • R.14 – Incentive-Based Planning Fee Schedule
Water Quantity & Quality related to Landslides along Rock Creek	<ul style="list-style-type: none"> • Reduce stormwater runoff, especially in sensitive areas (steep, erodible slopes). • Reduce sediment accumulation. • Improve channel stability and stability of the Piper Road Landslide within the shoreline area. • Restore natural rates of erosion and mass wasting within river corridors. • Replant heavily cut forested areas. • Replant/enhance riparian vegetation to improve sediment sorting and channel stability. • Place LWM to enhance cover, pool formation, bank stability, and sediment sorting. 	<ul style="list-style-type: none"> • R.1 – Rock Creek Dredge 2009
Habitat Quality for Salmonid Species in Rock Creek	<ul style="list-style-type: none"> • Improve fish passage. • Reduce sediment accumulation. • Increase habitat diversity. • Improve stream flow. • Ameliorate high water temperatures. • Improve channel stability. • Reduce effective stormwater runoff. • Place LWM to enhance cover, pool formation, bank stability, and sediment sorting. • Decrease channel width-to-depth ratios. • Enhance coniferous riparian vegetation to improve sediment sorting and channel stability. 	<ul style="list-style-type: none"> • R.1 – Rock Creek Dredge 2009 • R.13 – Vancouver Avenue Stormwater Outfall Replacement Project

2.2 Assessment of Individual Reaches

2.2.1 Columbia River Reach 1 – East Urban Area

15 The physical shoreline of Columbia River Reach 1 is located entirely within Skamania County and east of the City’s downtown waterfront. However, some small areas of shorelands and 2 associated wetlands from this reach extend into inside city limits. The shorelands occur along the Kanaka Creek Underpass road, and the wetlands are located on the north side of SR 14, affecting 3 properties having

20 commercial, stormwater utility, and residential uses. Beyond these areas, the City has elected to pre-designate the shorelines of this reach that are located outside existing City boundaries. In total, this comprises ~5,555 linear feet of Columbia River shoreline and 256 acres of shoreline jurisdiction area,

26.1 acres of which are shorelands above the OHWM. The reach starts at the eastern urban growth boundary line at Nelson Creek and ends downstream at the eastern city limits and Kanaka Creek. This reach is a shoreline of statewide significance.

25

FIGURE 2-2 EAST URBAN AREA DEGRADATION & RESTORATION OPPORTUNITIES



Columbia River Reach 1 Degradation & Restoration Opportunities
Differing culvert sizes & elevations, Riprap slopes, and Invasive species along the SR 14/BNSF railroad berm
Photo Credits: Ben Shumaker (2013).

The degraded areas and restoration opportunities identified in this reach include:

30

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Character and coverage of riparian vegetation.
3. Rip rap armoring of shorelines (BNSF/SR 14 berm).
4. Culverts (railroad/highway berm and Lutheran Church Road).
5. Unknown character of PHS listings.
6. Unknown character and functions of wetlands.
7. Ecosystem-wide water quality concerns.
8. Proximity of non-water-oriented and/or abandoned structures to OHWM.
9. Quantity & unknown quality of stormwater runoff.

35

2.2.2 Columbia River Reach 2 – Downtown Waterfront

Columbia River Reach 2 is located in the city and includes the downtown waterfront and ~4,175 linear feet of Columbia River shoreline. The reach starts at the eastern limits of the city at Kanaka Creek, and ends downstream at its western limits on the Columbia River, at the center of the BNSF railroad bridge over Rock Creek. There are 222 acres of total land and water area in this reach and 35 acres of land above the OHWM.

40

FIGURE 2-3 DOWNTOWN WATERFRONT DEGRADATION & RESTORATION OPPORTUNITIES



Columbia River Reach 2 Degradation & Restoration Opportunities
Sheetpile, active erosion, and staging along the Port of Skamania's Stevenson Shoreline Restoration & Enhancement Project
Photo Credits: John McSherry (2010, 2012), Ben Shumaker (2015, 2018).

45

The degraded areas and restoration opportunities identified in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Character and coverage of riparian vegetation.
4. Rip rap armoring of shorelines.
5. Active shoreline erosion along Port holdings.
6. Culverts (Kanaka Creek).
7. Unknown character of PHS listings.
8. Unknown character and functions of wetland.
9. Ecosystem-wide water quality concerns.
10. Paved coverage (Cascade Avenue, Kanaka Creek Underpass, and parking areas).
11. Proximity of non-water-oriented and/or abandoned structures to OHWM.
12. Sheet pile at Leavens Point.
13. Abandoned pilings.
14. Quantity & unknown quality of stormwater runoff.

2.2.3 Columbia River Reach 3 – West Urban Area

Columbia River Reach 3 is located south of Rock Cove and west of the downtown waterfront. It includes ~8,000 linear feet of the Columbia River shoreline, and 396 acres of predesignated shoreline area. Only 34 acres of this reach are shorelands located above the OHWM. The reach is located outside the city limits and begins at the western boundary of Columbia River Reach 2 at the centerline of Rock Creek and ends downstream at the eastern boundary of Ashes Lake. The reach includes the full right-of-way for SR 14, the BNSF railroad, and privately owned properties. This reach is a shoreline of statewide significance.

FIGURE 2-4 WEST URBAN AREA DEGRADATION & RESTORATION OPPORTUNITIES



Columbia River Reach 3 Degradation & Restoration Opportunities

Derelict piles, riprap slopes & invasive species on the SR 14/BNSF rail road berm. Former industrial development.

Photo Credits: Ben Shumaker (2013); Washington Department of Ecology (2007).

The degraded areas and restoration opportunities identified in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Character and coverage of riparian vegetation.
4. Rip rap armoring of shorelines.
5. Unknown character of PHS listings.
6. Ecosystem-wide water quality concerns.

7. Paved coverage (roads and former industrial site).
8. Proximity of non-water-oriented and/or abandoned structures to OHWM.
9. Abandoned pilings.
10. Quantity & unknown quality of stormwater runoff.

2.2.4 Rock Creek Reach 1

Rock Creek Reach 1 includes the shoreline jurisdictional area associated with Rock Creek within the City's boundaries. On the east side of this stream, this reach covers the area within city limits from the approximate extension of Lasher Street downstream to the BNSF railroad trestle. This reach also runs along the west/south side of the stream from Ryan Allen Road at the upstream end to the BNSF railroad trestle at the downstream end. The southwestern boundary of this reach at the Rock Cove reach is hard to pinpoint, running southward over the Creek's deltaic deposits toward the trestle. This reach includes ~10,375 linear feet of shoreline, 44 acres of shorelands, and 4 acres of water within shoreline jurisdiction. This reach is not a shoreline of statewide significance.

FIGURE 2-5 ROCK CREEK REACH 1 DEGRADATION & RESTORATION OPPORTUNITIES



Figure 4.4-3 Potential Restoration Opportunities, Rock Creek Reach 1

Untreated stormwater outfall & abandoned residence. Rock Creek Drive bridge & protective pilings. Abandoned tug boat dock.

Photo Credits: Ben Shumaker (2013, 2018)

The degraded areas and restoration opportunities identified in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Shoreline instability near the Piper Road Landslide.
4. Character and coverage of riparian vegetation (lower Rock Creek).
5. Rip rap armoring of shorelines.
6. Presence of piers in Rock Creek for the SR 14 and Rock Creek Drive bridges.
7. Unknown character of PHS listings.
8. Ecosystem-wide water quality concerns.
9. Paved coverage (roads and parking areas).
10. Proximity of non-water-oriented and/or abandoned structures to OHWM (abandoned residential and former transportation structures).
11. Abandoned pilings.
12. Quantity & unknown quality of stormwater runoff.
13. Quality of stormwater entering from Vancouver Avenue stormwater outfall.

2.2.5 Rock Creek Reach 2

Rock Creek Reach 2 includes shoreline jurisdictional area associated with the north/east bank of Rock Creek in the unincorporated Urban Area. This includes the area ~5,325 linear feet from the City

boundary at about Lasher Street upstream to the urban area boundary just north of Ryan Allen Road. The reach includes 30 acres of land and 7 acres of water. The City is choosing to pre-designate this reach in preparation for future annexation. This reach is not a shoreline of statewide significance.

FIGURE 2-6 ROCK CREEK REACH 2 DEGRADATION & RESTORATION OPPORTUNITIES



Rock Creek Reach 2 Degradation & Restoration Opportunities
Scarp of Piper Road Landslide at Rock Creek’s First Falls & resulting aggradation in Lower Rock Creek.

Photo Credits: Washington Department of Transportation (2007), Washington Department of Ecology (2007)

115

The degraded areas and restoration opportunities identified in this reach include:

1. Bonneville impoundment of the Columbia River and inundation of floodplains.
2. Aggradation in lower Rock Creek.
3. Shoreline instability near the Piper Road Landslide.
4. Character and coverage of riparian vegetation (Piper Road Landslide).
5. Unknown character of PHS listings.
6. Proximity of non-water-oriented and/or abandoned structures to OHWM.
7. Quantity & unknown quality of stormwater runoff.

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2.2.6 Rock Cove

The Rock Cove reach includes the waterbody otherwise known as the Stevenson Mill Pond, Stevenson Lake, Rock Creek Pond, or Hegewald Mill Pond. Rock Cove is located in the city, is connected to Rock Creek Reach 1 at its mouth, and is to the north of Columbia River Reach 3, separated by the highway/railroad berm. The reach includes all of Rock Cove, the northern fill slope of SR 14, and western portions of the Skamania County Fairgrounds, the Columbia Gorge Interpretive Center, other County-owned properties, and three residential properties. Including the islands in the cove, there are ~18,800 linear feet of shoreline, 69 acres of water, and 35 acres of shorelands.

125

130

FIGURE 2-7 ROCK COVE DEGRADATION & RESTORATION OPPORTUNITIES



Rock Cove Degradation & Restoration Opportunities
Pilings, fences, & dredge basins provide visible relics of Rock Cove’s industrial past.

Photo Credits: BergerABAM (2015), Ben Shumaker (2013), Washington Department of Ecology (2007)

The degraded areas and restoration opportunities identified in this reach include:

- 135
1. Bonneville impoundment of the Columbia River and inundation of floodplains.
 2. Aggradation in lower Rock Creek.
 3. Character and coverage of riparian vegetation.
 4. Rip rap armoring of shorelines.
 5. Culverts (Foster Creek).
- 140
6. Unknown character of PHS listings.
 7. Unknown character and functions of wetland.
 8. Ecosystem-wide water quality concerns.
 9. Paved coverage (roads and parking areas).
 10. Proximity of non-water-oriented and/or abandoned structures to OHWM (abandoned former industrial fences, metal strapping and debris, and concrete structures).
- 145
11. Abandoned pilings.
 12. Quantity & unknown quality of stormwater runoff.

2.2.7 *Ashes Lake*

150 The Ashes Lake reach includes only the extreme eastern portion of Ashes Lake, two road rights-of-way (Ash Lake and Mallicott), and small portions of privately owned properties. This reach is located within the Stevenson Urban Area, west of Skamania Lodge and north of SR 14, and is being pre-designated. The Columbia River frontage south of the highway and railroad is part of Columbia River Reach #3, previously described. The shoreline jurisdictional area of this reach includes all lands extending landward for 200 feet from the OHWM, including floodplains within 200 feet. This reach is not a

155 shoreline of statewide significance.

The degraded areas and restoration opportunities identified in this reach include:

- 160
1. Bonneville impoundment of the Columbia River and inundation of floodplains.
 2. Character and coverage of riparian vegetation.
 3. Rip rap armoring of shorelines.
 4. Unknown character of PHS listings.
 5. Unknown character and functions of wetland.
 6. Paved coverage (roads).
 7. Proximity of non-water-oriented and/or abandoned structures to OHWM.
 8. Quantity & unknown quality of stormwater runoff.

Chapter 3 – Restoration Actions

This Chapter identifies specific actions which can be taken to restore the ecological functions of Stevenson’s shorelines. The restoration projects described in RP Figure 3-1 address the issues summarized in RP Figure 2-1 and are recommended as the primary means to reach the goal of this Restoration Plan and ensure “no net loss” of shoreline ecological functions in Stevenson.

3.1 Action Plan Matrix

The action plan matrix provided in RP Figure 3-1 attempts to address the primary “what, why, when, who, and how” questions associated with projects. Because these projects are at different stages in their conceptual development, some cells in the matrix are left blank. Such projects require further investigation and analysis in order to assess their costs, benefits, and overall feasibility prior to their implementation.

The projects are listed in a more-or-less random order. The voluntary nature of restoration engenders frequent reprioritization of projects as needs change and opportunities arise. Furthermore, because many of the projects were compiled from the studies and reports of outside agencies, those partners (listed in Restoration Plan Chapter 4) should be consulted when restoration projects are actualized. The Lower Columbia Fish Recovery Board (LCFRB) is a particularly noteworthy partner based on the organizational and funding activities they perform.

In addition to the restoration actions listed in this document, other potential restoration projects can be found in reports released by partner organizations. For example, the LCFRB identifies restoration opportunities through their SalmonPORT database and in their detailed implementation plans that have already been funded and/or completed.

3.2 Funding the Actions

Shoreline restoration in Stevenson depends almost entirely on grant funding, and its availability is unpredictable, varying from year to year. Many of the proposed restoration projects will require outside funding through federal or state grants along with local, private, or non-profit matching funds. Projects may be funded in multiple phases, with different funding sources appropriate for each phase. Where the action plan identifies potential sources of funding, Appendix B can be used as a more complete--but still not exhaustive--discussion of the funding programs.

FIGURE 3-1 RESTORATION ACTION PLAN

R.0 – Unnamed Projects

Description	There are many restoration needs identified in RP Figure 2-1 which are not associated with a specific project in this table. This placeholder is intended to address this gap. When new restoration projects are conceptualized, they should be given a provisional title/number under this heading. They should be supported by the City, and their benefits should be tracked for monitoring and amendment purposes.			Priority	<input type="checkbox"/> High <input type="checkbox"/> Low	Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input type="checkbox"/> Planning
Functions Improved	<input type="checkbox"/> Sediment Transport <input type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input type="checkbox"/> RCo	Timeframe	<input type="checkbox"/> Ongoing <input type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029
Cost	<input type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	Unknown	Responsibility	Any	Coordinating Parties	Unknown
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Lack of specific references in this plan may fail to 1) inspire projects that address restoration needs or 2) qualify the project for some grant sources. The Rock Cove Environmental Assessment & Comprehensive Plan (1997) could address those failures for that waterbody.				

R.1 – Rock Creek Dredge 2009

Description	This project addresses the sediment management needs of Lower Rock Creek since the Piper Road Landslide.			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low	Readiness	<input checked="" type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input type="checkbox"/> Conceptual
Functions Improved	<input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo	Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input checked="" type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	DOE, EDA, WSDOT	Responsibility		Coordinating Parties	

Status		<input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information		See City File SHOR2017-01, County File SEP-10-09, Corps File NWS-2007-192 Coordinate with projects R.2, R.3.
R.2 – Rock Creek Drive Bridge Replacement Project					
Description		This project would replace the 1920's era bridge with a freespan structure. The bridge was built prior to construction of the Bonneville Dam and has greatly lost the original design's freeboard capacity to convey floodwaters. The bridge decking lacks stormwater treatment facilities, and the in-stream piers supporting the bridge interfere with fish passage and form a hazard for log jams. Their removal would make the upstream "log catchers" obsolete.		Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low
Functions Improved		<input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3 <input type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input type="checkbox"/> RCo
Cost		<input checked="" type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	DOE, WSDOT	Responsibility City
Status		<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information		Early conceptual studies consider relocation of bridge ~200' to the north, ROW required. Coordinate with projects R.1, R.4.
R.3 – Stevenson Shoreline Restoration & Enhancement Project					
Description		Developed as a mitigation project as part of R.1 Rock Creek Dredge 2009, this project addresses several restoration needs along the Columbia River and includes improvement of physical public access at Leavens Point.		Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low
Functions Improved		<input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input type="checkbox"/> CR3 <input type="checkbox"/> AL <input type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input type="checkbox"/> RCo
				Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029
				Readiness	<input checked="" type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input type="checkbox"/> Conceptual

							<input type="checkbox"/> Complete by 2040
Cost	<input checked="" type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source		Responsibility		Coordinating Parties	
Status	<input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/Additional Information	See City File SHOR2017-01, County File SEP-10-09, Corps File NWS-2007-192 Coordinate with project R.1.				
R.4 – Rock Cove Rehabilitation							
Description	Excess sedimentation from the Piper Road Landslide has altered the natural flushing ability of Rock Cove. The shallow waters facilitate higher temperatures and Invasive aquatic vegetation. Derelict creosote pilings exist in several areas. Substrates in the Cove include metal strapping and other debris from its industrial past.			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low	Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual
Functions Improved	<input checked="" type="checkbox"/> Sediment Transport <input type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo	Timeframe	<input type="checkbox"/> Ongoing <input type="checkbox"/> Complete by 2021 <input checked="" type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input checked="" type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	DOE, WDFW, RCO	Responsibility	Skamania County	Coordinating Parties	Interpretive Center
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/Additional Information	Coordinate with projects R.5, R.6, R.9				
R.5 – Milfoil Removal Projects							
Description	Eurasian milfoil is present in the Columbia River and Rock Cove. The removal of this invasive species would occur in one or more phases and ensure the habitat and water quality of these waterbodies are improved.			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low	Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual
Functions Improved	<input type="checkbox"/> Sediment Transport	<input type="checkbox"/> Water Storage & Flow Regulation	Reaches Affected	<input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input checked="" type="checkbox"/> CR3	<input type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input type="checkbox"/> RC2	Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021

	<input type="checkbox"/> Nutrient & Toxic Filtration	<input checked="" type="checkbox"/> Input of Organics & LWM		<input checked="" type="checkbox"/> RCo		<input type="checkbox"/> Complete by 2029	
	<input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Connectivity to Suitable Habitat				<input type="checkbox"/> Complete by 2040	
Cost	<input type="checkbox"/> High (>\$500k) <input checked="" type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	County	Responsibility	County Noxious Weed Board	Coordinating Parties	City, land owners
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Unknown				
R.6 – Foster Creek Culvert Replacement Project.							
Description	The culverts for Foster Creek at Rock Creek Drive and Atwell have been characterized by WDFW staff as some of the greatest barriers in Stevenson. Their replacement would expand spawning and rearing habitat for anadromous species.			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low	Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual
Functions Improved	<input type="checkbox"/> Sediment Transport <input type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo	Timeframe	<input type="checkbox"/> Ongoing <input type="checkbox"/> Complete by 2021 <input checked="" type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input type="checkbox"/> High (>\$500k) <input checked="" type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	Unknown	Responsibility	City	Coordinating Parties	Unknown
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Some coordination with the City's project to construct a new fire station in this area could help facilitate the project.				
R.7 – SR 14 Kanaka Creek Culvert Replacement Project							
Description	Fish-friendly passage was added to Kanaka Creek during the 1 st Street Couplet project, but the passage—and the adjacent passage under 2 nd Street—are included as barriers in the WDFW database.			Priority	<input type="checkbox"/> High <input checked="" type="checkbox"/> Low	Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual
Functions Improved	<input type="checkbox"/> Sediment Transport	<input checked="" type="checkbox"/> Water Storage & Flow Regulation	Reaches Affected	<input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2	<input type="checkbox"/> AL <input type="checkbox"/> RC1	Timeframe	<input type="checkbox"/> Ongoing

	<input type="checkbox"/> Nutrient & Toxic Filtration	<input type="checkbox"/> Input of Organics & LWM	<input type="checkbox"/> CR3	<input type="checkbox"/> RC2 <input type="checkbox"/> RCo	<input type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input checked="" type="checkbox"/> Complete by 2040
	<input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Connectivity to Suitable Habitat			
Cost	<input checked="" type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	Unknown	Responsibility	City/WSDOT
				Coordinating Parties	Unknown
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Recent significant investments in these roadways by the City and WSDOT limit likelihood of new investment. However, some interest in a round-a-bout has been expressed near these culverts which could help facilitate the project.		
R.8 – Vancouver Avenue House Removal					
Description	The City recently acquired property for potential use as part of the Rock Creek Drive Bridge Replacement. The property contains a single-family home that has been damaged by floodwaters from Rock Creek. This project would demolish the home.			Priority	<input type="checkbox"/> High <input checked="" type="checkbox"/> Low
Functions Improved	<input type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input type="checkbox"/> RCo
				Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input checked="" type="checkbox"/> Low (<\$50k)	Funding Source	City	Responsibility	City
				Coordinating Parties	Unknown
Status	<input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Fire department is considering participating in the demolition through its "burn to learn" program". Asbestos abatement is required. Coordinate with projects R.2, R.12.		
R.9 – Old Hegewald Mill Site Redevelopment Project					
Description	Skamania County owns a former mill site on Rock Cove. The County Assessor's Office is actively working to remove barriers to development of this site and facilitate private investment. A recent Phase 1 Environmental Site Assessment did not reveal the need to			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low
				Readiness	<input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Conceptual

<p>proceed with a Phase 2. However, restoration of riparian vegetation and removal of derelict structures & debris associated with the historic use could be undertaken as advanced mitigation for the potential future development</p>							
<p>Functions Improved</p> <p><input type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation</p>	<p><input type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat</p>	<p>Reaches Affected</p> <p><input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3</p>	<p><input type="checkbox"/> AL <input type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo</p>	<p>Timeframe</p> <p><input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040</p>			
<p>Cost</p> <p><input type="checkbox"/> High (>\$500k) <input checked="" type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)</p>	<p>Funding Source</p> <p>RCO, WSDOT</p>	<p>Responsibility</p> <p>County</p>	<p>Coordinating Parties</p> <p>Unknown</p>				
<p>Status</p> <p><input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action</p>	<p>Risks/Issues/Additional Information</p> <p>A visioning project was recently completed for the site that includes recommendations for its design, use, and public access opportunities. Easement for a public pathway is reserved at the top of the bank. The pathway has never been developed. Coordinate with project R.4</p>						
<p>R.10 – Willing Partner Project Database</p>							
<p>Description</p> <p>Implementation of restoration projects often spans property lines and relies on willing property owners to ensure success. The database envisioned in this project would periodically engage property owners to assess their willingness to participate in proposed projects. This engagement will also serve to educate owners about the City's restoration needs.</p>				<p>Priority</p> <p><input type="checkbox"/> High <input checked="" type="checkbox"/> Low</p>	<p>Readiness</p> <p><input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual</p>		
<p>Functions Improved</p> <p><input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation</p>	<p><input checked="" type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat</p>	<p>Reaches Affected</p> <p><input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input checked="" type="checkbox"/> CR3</p>	<p><input checked="" type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo</p>	<p>Timeframe</p> <p><input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040</p>			
<p>Cost</p> <p><input type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input checked="" type="checkbox"/> Low (<\$50k)</p>	<p>Funding Source</p> <p>Unknown</p>	<p>Responsibility</p> <p>City</p>	<p>Coordinating Parties</p> <p>Unknown</p>				

Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Unknown		
R.11 – CAO Utility Maintenance Exemption Program					
Description	SMC 18.13.025 contemplates a program where utility service providers can agree to perform and monitor projects in accordance with defined BMPs. While the program has been in place since 2008, no agreements have ever been put in place.			Priority	<input type="checkbox"/> High <input checked="" type="checkbox"/> Low
Functions Improved	<input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input checked="" type="checkbox"/> CR3	<input checked="" type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo
				Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k) <input checked="" type="checkbox"/> Low (<\$50k)	Funding Source	Unknown	Responsibility	Utility providers
				Coordinating Parties	City
Status	<input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	The City Public Works Department is in the process of requesting an MOU under this program.		
R.12 – State Wetland Clearinghouse					
Description	Curation of wetland delineations, ratings, datasheets, and monitoring reports is uncoordinated and/or unavailable. Developing a web-based portal for the submittal and retrieval of these products would assist land owners, prospective buyers, and regulatory agencies.			Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Low
Functions Improved	<input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM <input checked="" type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected	<input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input checked="" type="checkbox"/> CR3	<input checked="" type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo
				Timeframe	<input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost	<input type="checkbox"/> High (>\$500k) <input type="checkbox"/> Mid (\$50-\$500k)	Funding Source	Unknown	Responsibility	DOE/USACE
				Coordinating Parties	Unknown

<input type="checkbox"/> Low (<\$50k)				
Status <input type="checkbox"/> Complete <input checked="" type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information <p>The City has been actively encouraging this concept for years, and recently DOE began engaging stakeholders on the utility of the concept.</p>			
R.13 – Vancouver Avenue Stormwater Outfall Replacement Project				
Description <p>The stormwater outfall into Rock Creek at Vancouver Avenue drains a large portion of Stevenson’s residential core. The storm system for this area includes few to no facilities to treat the quality or quantity of water prior to the outfall. Replacing the outfall with a treatment system could occur in the ROW and/or on the adjacent City-owned real property.</p>	Priority <input type="checkbox"/> High <input checked="" type="checkbox"/> Low	Readiness <input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual		
Functions Improved <input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration <input checked="" type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input type="checkbox"/> Input of Organics & LWM <input type="checkbox"/> Connectivity to Suitable Habitat	Reaches Affected <input type="checkbox"/> CR1 <input type="checkbox"/> CR2 <input type="checkbox"/> CR3	<input type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input type="checkbox"/> RC2 <input type="checkbox"/> RCo	Timeframe <input type="checkbox"/> Ongoing <input type="checkbox"/> Complete by 2021 <input checked="" type="checkbox"/> Complete by 2029 <input type="checkbox"/> Complete by 2040
Cost <input type="checkbox"/> High (>\$500k) <input checked="" type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source DOE	Responsibility City	Coordinating Parties Unknown	
Status <input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information <p>Full treatment needs may exceed space available at this site. Up-system treatment may also need to be considered. The location of the treatment facilities needs will depend on the location of the Rock Creek Drive Bridge Replacement Project. Coordinate with projects R.3, R.4.</p>			
R.14 – Incentive-Based Planning Fee Schedule				
Description <p>The City can encourage implementation of restoration projects by waiving all or some portion of the fees associated with projects that satisfy restoration needs. The specific needs which are deserving, and the specific amount of the incentives offered are details requiring greater analysis.</p>	Priority <input type="checkbox"/> High <input checked="" type="checkbox"/> Low	Readiness <input type="checkbox"/> Shovel-Ready <input type="checkbox"/> Design <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Conceptual		
Functions Improved <input checked="" type="checkbox"/> Sediment Transport <input checked="" type="checkbox"/> Nutrient & Toxic Filtration	<input checked="" type="checkbox"/> Water Storage & Flow Regulation <input checked="" type="checkbox"/> Input of Organics & LWM	Reaches Affected <input checked="" type="checkbox"/> CR1 <input checked="" type="checkbox"/> CR2 <input checked="" type="checkbox"/> CR3	<input checked="" type="checkbox"/> AL <input checked="" type="checkbox"/> RC1 <input checked="" type="checkbox"/> RC2 <input checked="" type="checkbox"/> RCo	Timeframe <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Complete by 2021 <input type="checkbox"/> Complete by 2029

	<input checked="" type="checkbox"/> Temperature Regulation	<input checked="" type="checkbox"/> Connectivity to Suitable Habitat			<input type="checkbox"/> Complete by 2040
Cost	<input type="checkbox"/> High (>\$500k) <input checked="" type="checkbox"/> Mid (\$50-\$500k) <input type="checkbox"/> Low (<\$50k)	Funding Source	City	Responsibility	City
Status	<input type="checkbox"/> Complete <input type="checkbox"/> Active <input type="checkbox"/> Obsolete <input type="checkbox"/> No Action	Risks/Issues/ Additional Information	Unknown	Coordinating Parties	Unknown

DRAFT

3.3 Obstacles & Challenges

Some obstacles and challenges have been identified in the “Risks/Issues/Additional Information” portion of the matrix, but others also likely lie between the recommended actions and their successful implementation. Common issues that can inder the predictability of implementing restoration projects include, but are not limited to:

- *Funding:* Large-scale restoration projects can be expensive, and their funding is both limited and competitive.
- *Project Permitting:* Obtaining local, state, and federal permits for restoration projects can be time-intensive and discouraging.
- *Climate Change:* Changes in precipitation patterns have the potential to alter the City’s shoreline jurisdiction, processes, and functions dramatically over time. In turn, these changes may affect restoration priorities.
- *Landowner Participation:* Landowners may be unwilling or unable to participate in restoration projects. If necessary, the City could establish additional incentive including tax credits for conservation easements related to permanent preservation.

3.4 Implementation Monitoring

In order to assess its success in achieving no net loss, the City will need to track restoration efforts over time. Efforts should be evaluated according to categories such as those listed below. The matrix anticipates monitoring and assessment of the projects in the final row for each project, but more specific benchmarks can be developed for efforts on a project-by-project basis and through future coordination with restoration partners.

- Number of restoration projects implemented
- Square feet of riparian enhancement
- Square feet of native vegetation planted
- Square feet of noxious weeds removed
- Linear feet of hard shoreline stabilization replaced
- Number of culverts removed or number of miles of stream open to migration
- Square feet of conservation easement/protected area established
- Square feet of wetlands restored in shoreline jurisdiction
- Square feet of stream canopy addition
- Fewer exceedances of water quality criteria as measured in the state water quality assessment
- Square feet of impervious surface removed or untreated runoff treated
- Linear feet of road upgraded or decommissioned

Because monitoring can be both complicated and expensive, the City should coordinate with other agencies that already operate monitoring efforts. The frequency of monitoring will involve periodic review of environmental functions at the time of periodic SMP updates when the effectiveness of the SMP, including the restoration plan, in achieving no net loss of shoreline ecological functions can be assessed. There are several existing databases reporting restoration efforts in the state that the City can utilize to restoration track projects:

- The Lower Columbia Fish Recovery Board (LCFRB) tracks projects related to the recovery of threatened or priority fish populations and/or habitat, including projects that are proposed, active, or completed. LCFRB also provides a map of existing fish passage barriers, including culverts, dams, and fishways, which may prove useful in identifying future opportunities. The City will work with the LCFRB to ensure that projects are tracked in their SalmonPORT database.
- The Washington State Project Information System (PRISM) database tracks proposed and funded projects, and data from PRISM is often integrated in the grant application process.
- The Washington State Conservation Commission's Conservation Practice Data System (CPDS) maintains a database that tracks projects and conservation practices on private lands.

3.5 Summary

This restoration plan supports the City of Stevenson Shoreline Master Program and has been prepared to comply with the SMP guidelines (WAC 173-26-201(2)(f)). The restoration plan 1) identifies degraded areas with impaired functions and the potential for restoration, 2) establishes goals and priorities for restoration, 3) identifies additional projects and programs to achieve restoration goals, 4) identifies timelines and benchmarks for implementing restoration projects and achieving goals, and 5) provides strategies for ensuring project effectiveness.

Appendix A – Potential Restoration Partners

A.1 Overview

Further study, collaboration, identification of restoration projects are needed before a implementation occurs. This appendix provides a list of potential partners that could assist in accomplishing the City's restoration goal.

A.2 Restoration Partners

This plan is intended to be compatible with the restoration goals already developed by other restoration planning entities in the region, including Skamania County, the Underwood Conservation District (UCD), the Lower Columbia Fish Recovery Board (LCFRB), and area tribes. Their activities may be located in the City, or in a watershed beyond the city where the restoration activities will have positive effects on waterbodies that flow into and out of the city. Ongoing restoration planning efforts in the City and surrounding areas through the voluntary collaboration of residents, tribes, NGOs, and local, state, and federal resource agencies may help inform and implement future restoration actions.

The organizations responsible for the existing restoration programs in the City are likely to play a major role in carrying out the restoration efforts described in this plan. These potential partners are identified in Figure 4-1. They are some of the key organizations that have ecological restoration as their primary focus and are actively involved in the restoration and stewardship of the City's freshwater resources. The list, which is not exhaustive, describes the key partners, their mission or area of focus, and some past and current projects that illustrate the role they can play in future restoration activities.

FIGURE A.1 – EXISTING PROGRAMS & POTENTIAL PARTNERS		
Partner Organization	Mission	Restoration Activities
Chinook Nation	Unknown	<ul style="list-style-type: none"> • Unknown
Columbia River Gorge Commission	The mission of the Gorge Commission is to achieve the 2 purposes of the Columbia River Gorge National Scenic Area Act, including 1) protection and enhancement of the scenic, cultural, recreational, and natural resources of the Gorge and 2) support the Gorge economy by encouraging growth in urban areas..	<ul style="list-style-type: none"> • Unknown
Confederated Tribes of the Grand Ronde	The Natural Resources Department of the Grand Ronde serves tribal membership through responsible stewardship of all natural resources important to the cultural identity, self-sufficiency, and sovereignty of current and future generations.	<ul style="list-style-type: none"> • Unknown
Confederated Tribes of the Umatilla Indian Reservation	The mission of the Natural Resources Department is to protect, restore and enhance the First Foods—water, salmon, deer, cous and huckleberry—for the perpetual cultural, economic and sovereign benefit of the CTUIR. They will accomplish that mission using traditional ecological and cultural knowledge and science to inform: 1) population and habitat management goals and actions; and 2) natural resource policies and regulatory mechanisms.	<ul style="list-style-type: none"> • Unknown
Confederated Tribes of Warm Springs	The mission of the Branch of Natural Resources is to plan and execute a balanced direction for the protection, use and enhancement to all tribal natural resources.	<ul style="list-style-type: none"> • Unknown
Cowlitz Indian Tribe	The mission of the Natural Resources Department of the Cowlitz Indian Tribe is to protect, conserve, restore and promote culturally-relevant species and landscapes integral to the unique identity of the Cowlitz People, and to further educate the community and inspire future leaders and participants in this vision.	<ul style="list-style-type: none"> • Otter Creek side channel restoration • Riparian enhancement along the lower main stem of the Lewis River • Abernathy Creek restoration
Lower Columbia Estuary Partnership	The mission of the Lower Columbia Estuary Partnership is to improve the lower Columbia River by protecting and restoring ecosystems and enhancing clean water for current and future generations of fish, wildlife, and people.	<ul style="list-style-type: none"> • Hardy Creek restoration • Pierce Island restoration • Horsetail Creek floodplain restoration

Figure A.1 – Existing Programs & Potential Partners, Cont.

Partner Organization	Mission	Restoration Activities
Lower Columbia Fish Enhancement Group	This group is one of 14 RFEGs created by the state legislature and is a non-regulatory, non-partisan 501(c)(3) salmon recovery organization. Working within specific watersheds throughout the area (including north and eastern Skamania County), it leverages public funding through landowner partnerships and collaborations with individuals, groups, corporations, tribes, foundations, and agencies.	<ul style="list-style-type: none"> • Hamilton Creek restoration • Lee fish passage project • Hardy Creek fish passage and groundwater investigation design (LCFEG and partners) • Lower Hamilton Creek channel stability and habitat restoration (LCFEG and partners)
Lower Columbia Fish Recovery Board	The LCFRB leads the coordinated implementation of locally-driven salmon recovery and watershed management plans across our region to restore at-risk fish population and ensure we have clean water, healthy forests, working farms, and thriving rural and urban communities into the future. The LCFRB runs the Wind River Work Group, which organizes community stakeholders to develop restoration projects in the Wind River watershed. The LCFRB maintains SalmonPORT, an online tool that tracks restoration projects and opportunities, as well as recovery plan actions. The LCFRB website also provides several restoration and management documents for download.	<ul style="list-style-type: none"> • Wind River Habitat Strategy • Duncan Creek Dam fish passage restoration (LCFRB and partners) • Hardy Creek fish passage and groundwater investigation design (LCFRB and partners) • Lower Hamilton Creek channel stability and habitat restoration (LCFRB and partners)
Mid-Columbia Fisheries Enhancement Group	This group is an RFEG created by the state legislature in 1990. It is a non-regulatory, non-partisan 501(c)(3) salmon recovery organization. Working within specific watersheds throughout the area (including southwest Skamania County), it leverages public funding through landowner partnerships and collaborations with individuals, groups, corporations, tribes, foundations and agencies.	<ul style="list-style-type: none"> • Salmonid recolonization assessment for the White Salmon River (post-Condit Dam removal)
Nez Perce Tribe	The purpose of the Wildlife Division is to restore, perpetuate, enhance, and manage the wildlife and rare plant resources of significance to the <i>Nimiipuu</i> .	<ul style="list-style-type: none"> • Unknown.
Northwest Power and Conservation Council	The NPCC is an interstate compact of Idaho, Montana, Oregon, and Washington. Its mission is to ensure, with public participation, an affordable and reliable energy system while enhancing fish and wildlife. It achieves this through its Columbia River Basin Fish and Wildlife Program, which is funded by the Bonneville Power Administration.	<ul style="list-style-type: none"> • Locally developed subbasin plans
Recovery Implementation Science Team (Pacific Northwest)	NOAA Fisheries initiated a coast-wide process to develop recovery plans for 27 Pacific salmon species listed on the ESA. RIST and the NOAA Fisheries Northwest Regional Office and its Science Center work closely to develop appropriate tasks and priorities for scientific analysis based on input from these groups.	<ul style="list-style-type: none"> • NOAA Fisheries staff are responsible for coordinating with others involved in recovery implementation to ensure that RIST timelines and priorities are consistent with recovery needs.

Figure A.1 – Existing Programs & Potential Partners, Cont.		
Partner Organization	Mission	Restoration Activities
Skamania County Noxious Weed Board	The mission of the Skamania County Noxious Weed Control Program is to serve as responsible stewards of Washington by protecting and preserving the land and resources from the damaging effects of noxious weeds. We aim to uphold, educate and enforce compliance with the state noxious weed laws. It is our goal to focus efforts to educate citizens of Skamania County about noxious weeds and the threat they pose to our environment and economy. We actively work with public agencies and private citizens to control and eradicate listed noxious weeds. We actively seek to form cooperatives and enhance coordination between other counties, agencies and landowners to protect our resources, therefor making a difference in Skamania County.	<ul style="list-style-type: none"> • Unknown
South Gifford Pinchot Collaborative	SGPC works with the Forest Service on projects on its 10-year action plan and forest restoration projects. They advise during the NEPA process and/ or are proactive in moving projects forward by receiving grant funding to work on areas ahead of the Forest Service schedule.	<ul style="list-style-type: none"> • Work in the Woods Workshop – advertising upcoming opportunities for working in the woods; co-sponsored by WSU Skamania County Extension Office
Underwood Conservation District	The UCD engages landowners and land users throughout Skamania and west Klickitat counties in the conservation, enhancement, and sustainable use of natural resources through voluntary stewardship. As one of 47 conservation districts in Washington, the UCD is a legal subdivision of state government that administers programs for the productive use and conservation of natural resources.	<ul style="list-style-type: none"> • Native Plant Sales • Kanaka Creek habitat restoration
Washington State Department of Ecology	Ecology is Washington's environmental protection agency, and their mission is to protect, preserve and enhance the state's land, air and water for current and future generations. Nearly 70 percent of Ecology's budget is passed through to local communities to pay for projects that benefit the environment.	<ul style="list-style-type: none"> • Shorelands and Environmental Assistance Program • Water Quality Program

Figure A.1 – Existing Programs & Potential Partners, Cont.		
Partner Organization	Mission	Restoration Activities
Washington State Department of Fish and Wildlife	Management and regulatory oversight of state waters and other habitats. WDFW sponsors several key restoration-related activities including the summer chum salmon conservation initiative and the barrier culvert inventory and prioritization. WDFW also manages the SSHIAP (co-managed with the NW Indian Fisheries Commission), which provides information on habitat conditions and prescriptions for improving fish habitat.	<ul style="list-style-type: none"> • Fish passage barrier inventory and correction
Washington State Department of Natural Resources, Aquatic Program	DNR manages state-owned aquatic lands and restores them where appropriate. In partnership with citizens and governments, DNR provides innovative leadership and expertise to ensure environmental protection, public safety, perpetual funding for schools and communities, and a rich quality of life.	<ul style="list-style-type: none"> • Establishment of aquatic reserves and management plans for them with potential restoration actions, research, and monitoring • Aquatic Restoration Program • Debris removal • Removal of creosote-treated wood • Re-vegetating riparian zones
Washington Watershed Restoration Initiative	A coalition of environmental and outdoor recreation NGOs, tribes, and state agencies working together since 2008. Members include Ecology, WDFW, the Wilderness Society, Gifford Pinchot Task Force, and Trout Unlimited.	<ul style="list-style-type: none"> • Forest road upgrading or decommissioning • Culvert replacement or repair • Education, outreach, scientific and economic analysis, and advocacy.
Yakama Nation	The Yakama Nation Department of Natural Resources was established to manage, co-manage and protect the Yakama Nation's Ancestral, Cultural, and Treaty Natural Resources on Reservation, in the Ceded Area and at Usual and Accustomed Sites, to meet the tribal culture, protecting tribal sensitive areas and sites and restoring diminished damaged resources.	<ul style="list-style-type: none"> • Yakama Nation Fisheries • Upper Columbia habitat restoration project

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Appendix B – Potential Funding Sources

B.1 Overview

5 Provided below is a list of potential funding sources for future restoration activities. While this is not an exhaustive list, in conjunction with the list of potential partners provided in RP Figure A-1 it is a starting point for implementing restoration projects in the City.

Environmental Protection Agency, Region 10: Pacific Northwest

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

10 206-553-6367

<https://www3.epa.gov/>

The EPA funds a variety of projects that aim to safeguard the natural environment and protect human health. Potential opportunities specific to watershed protection and restoration are listed below.

- 15 • *The Clean Water State Revolving Fund Program* provides grants or “seed money” to all 50 states plus Puerto Rico to capitalize state loan funds. The states, in turn, make loans to communities, individuals, and others for high-priority water-quality activities. Projects funded by the low-interest loans may include wetlands protection and restoration, estuary management efforts – including wildlife habitat restoration – and development of streambank buffer zones.
- 20 • *Nonpoint Source Implementation Grant (319) Program* provides Clean Water Act Section 319(h) funds only to designated state and tribal agencies to implement their approved nonpoint source management programs. State and tribal nonpoint source programs include a variety of components, including technical assistance, financial assistance, education, training, technology transfer, demonstration projects, and regulatory programs. Each year, EPA awards Section 319(h) funds to states in accordance with a state-by-state allocation formula that EPA has developed in consultation with the states.
- 25 • *Wetland Protection, Restoration, and Stewardship Discretionary Funding* supports studies and activities related to implementation of Section 404 of the Clean Water Act for both wetlands and sediment management. Projects can support regulatory, planning, restoration, or outreach.
- 30 • The *Targeted Watershed Grants Program* supports innovative, community-based watershed approaches aimed at preventing, reducing, or eliminating water pollution. Resources provided through this program include grants, tools, training, and technical expertise and assistance to communities to bolster their efforts to expand and improve existing water protection measures.
- 35

National Fish and Wildlife Foundation

1120 Connecticut Avenue, NW, #900

Washington, DC 20036

40 202-857-0166

www.nfwf.org

Non-profit organizations and local, state, or federal government agencies are eligible to apply for funds for community-based projects that improve and restore native salmon habitat or remove barriers to fish passage or for the acquisition of land/ conservation easements on private lands where the habitat is critical to salmon species. Specific grant programs are listed below.

45

- The *Bring Back the Natives/More Fish* program invests in conservation activities that restore, protect, and enhance native populations of sensitive or listed fish species across the United States, especially in areas on or adjacent to federal agency lands. The program emphasizes coordination between private landowners and federal agencies, tribes, corporations, and states to improve the ecosystem functions and health of watersheds.
- The *Columbia Basin Water Transactions Program* (CBWTP) was developed in 2002 to address chronically diminished stream flows in tributaries of the Columbia River. To enhance stream flow, the CBWTP works through locally based entities to acquire water rights voluntarily from willing landowners. Using temporary and permanent water rights acquisitions and other incentive-based approaches, the CBWTP supports program partners to assist landowners who wish to voluntarily restore flows to key fish habitat. Funding for this program is provided by Bonneville Power Administration in cooperation with NPCC and with support from Altria.
- The *Five Star and Urban Waters Restoration Program* seeks to develop nation-wide-community stewardship of local natural resources, preserving these resources for future generations and enhancing habitat for local wildlife. Projects seek to address water quality issues in priority watersheds, such as erosion due to unstable streambanks, pollution from stormwater runoff, and degraded shorelines caused by development.

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Northwest Fund for the Environment, Aquatic Ecosystem Program

65

1904 Third Ave., Suite 615

Seattle, WA 98101

360-705-7518

<http://www.nwfund.org/>

70

Grants by the Northwest Fund come from an endowment designated to be spent to promote change in the uses of natural resources which will increase their protection and preservation in Washington. Special emphasis is placed on "the protection of wild fish, native wildlife, natural forests, wetlands and shorelines, and the preservation of pure and free-flowing waters." The fund's Aquatic Ecosystem Program aims to protect and restore the extensive network of fresh and saltwater ecosystems in Washington and the native species that inhabit them.

75

NOAA Fisheries

Office of Habitat Conservation

1201 Northeast Lloyd Boulevard, Suite 1100 1315 East-West Highway Silver Spring, MD 20910

301-713-2325

80 NOAA Fisheries, also known as the National Marine Fisheries Service, is an office of the National
Oceanic and Atmospheric Administration within the Department of Commerce. NOAA administers the
federal Pacific Coastal Salmon Recovery Fund, and their community-based restoration program awards
grants and cooperative agreements to support research and conservation initiatives coordinated by
state and local governments, non-profits, colleges and universities.

- 85
- The *Pacific Coastal Salmon Recovery Fund* was established by Congress in 2000 to reverse
the declines of Pacific salmon and steelhead. NOAA Fisheries is the agency charged with
administering this competitive grants process. The LCFRB is the local contact for PCSRF funds
in Skamania County west of the White Salmon subbasin, and the Klickitat Lead Entity is the
contact for funds in the White Salmon subbasin. The fund has catalyzed the development of
90 a community of salmon restoration experts and fostered partnerships among land owners,
local governments, and state, tribal, and federal agencies.
 - NOAA awards grants through its *Community-based Restoration Program* to support
research and conservation initiatives coordinated by state and local governments, non-
profits, colleges and universities. Grants are for restoration projects that use a habitat-based
95 approach to promote productive and sustainable fisheries, improve the recovery and
conservation of protected resources, and promote healthy ecosystems and resilient
communities.

U.S. Fish & Wildlife Service

100 Pacific Region
911 NE 11th Avenue
Portland, OR 97232
503-231-2014
<https://www.fws.gov/>

105 The USFWS funds a variety of projects that aim to safeguard the natural environment and protect
human health. Potential opportunities specific to watershed protection and restoration are listed
below.

- *National Fish Habitat Action Plan*: This program is a national investment strategy to leverage
110 federal and privately raised funds to protect, restore, and enhance the nation's fish and
aquatic habitats through partnerships that foster fish habitat conservation. Funds will
support national and regional science and coordination activities to protect, restore, or
enhance fish habitats.
- *National Fish Passage Program (NFPP)*: NFPP is a voluntary program that provides direct
technical assistance and financial assistance in the form of cooperative agreements to
115 partners to provide fish (and other aquatic organisms) passage and restore aquatic
connectivity for the benefit of federal trust resources. The NFPP is delivered through Fisheries
and Aquatic Conservation Field Offices. The Field Offices staff coordinates with project
partners, stakeholders and other Service programs to identify and collaboratively implement
projects within Regional priority areas.

- 120
- *Partners for Fish and Wildlife Program*: This program provides technical and financial assistance to private landowners and Tribes who are willing to work with USFWS and other partners on a voluntary basis to help meet the habitat needs of Federal Trust Species. The Partners Program can assist with projects in all habitat types which conserve or restore native vegetation, hydrology, and soils associated with imperiled ecosystems such as longleaf pine, 125 bottomland hardwoods, tropical forests, native prairies, marshes, rivers and streams, or ecosystems that otherwise provide an important habitat requisite for a rare, declining or protected species.
 - *North American Wetlands Conservation Act Grants Program* provides matching grants to wetlands conservation projects through a Standard Program and a Small Grants Program. Both are competitive and require that grant requests be matched by partner contributions at no less than a 1-to-1 ratio. 130

Washington State Department of Ecology

300 Desmond Drive

135 Lacey, WA 98503

360-407-6300

<http://www.ecology.wa.gov/>

Ecology's mission is to protect, preserve and enhance Washington's land, air and water for current and future generations. Ecology provides planning and financial support for environmental work throughout Washington. The department offers several types of grants to achieve these goals, including: 140

- *Freshwater Aquatic Invasive Plant Management Program* is designed to tackle the problem of non-native aquatic plants on a statewide level. The program provides funding for technical assistance, public education and grants to help control aquatic invasive plants. Eligible activities include the development of integrated aquatic vegetation management plans, plant control activities, and aquatic plant mapping and inventory. 145
- *Water Quality Program –Stormwater Grants* provides financial assistance to local communities to prevent pollution of water bodies from stormwater and run-off from urbanized areas. Eligible projects include restoration projects that address existing pollution problems and provide a high level of water quality benefit. 150
- *Floodplain by Design* is a partnership of local, state, federal and private organizations focused on coordinating investment in and strengthening the integrated management of floodplain areas through Washington State. Ecology administers the grant program under a biennial funding cycle, and awards grants on a competitive basis to eligible entities for collaborative and innovative projects that support the integration of flood hazard reduction with ecological preservation and restoration. Proposed projects may also address other community needs, such as preservation of agriculture, improvements in water quality, or increased recreational opportunities provided they are part of a larger strategy to restore ecological functions and reduce flood hazards. 155

160

Washington State Department of Fish & Wildlife

600 Capitol Way North
Olympia, WA 98501
360-902-2806

165 <http://wdfw.wa.gov/>

WDFW's mission is to preserve, protect and perpetuate fish, wildlife and ecosystems while providing sustainable fish and wildlife recreational and commercial opportunities. The department offers several types of grants to achieve these goals, including:

- 170 • *Landowner Incentive Program* is designed to provide financial assistance to private landowners for the protection, enhancement, or restoration of habitat to benefit species at risk on privately owned lands. At-risk species depend on specific ecosystems for survival such as riparian areas, wetlands, oak woodlands, prairies and grasslands, shrub steppe, and nearshore environments. Through Washington's LIP, individual landowners can apply for up to \$50,000 in assistance. In addition, \$50,000 is usually set aside for small grants to individuals of up to \$5,000. A 25 percent non-federal contribution is required, which may include cash and/or in-kind contributions (labor, machinery, materials).

Washington State Department of Natural Resources

MS 47001
Olympia, WA 98504-7001
360-902-1775

180 <https://www.dnr.wa.gov/>

185 WDNR provides restoration services as well as technical assistance and assets applicable to restoration in the Stevenson area. WDNR expertise includes removal of creosote-treated wood, removal of debris and abandoned vessels, and reestablishing more natural aquatic/riparian ecosystems.

Washington State Recreation and Conservation Office (RCO)

1111 Washington Street SE
PO Box 40917
Olympia, WA 98504
360-902-3000

190 <http://www.rco.wa.gov/grants/index.shtml>

195 RCO provides leadership, funding, and technical assistance to protect and restore habitats, invest in and track salmon health and recovery, and protect Washington's diverse biological heritage. Grant programs offered by the RCO include:

- *Aquatic Lands Enhancement Account (ALEA)* targets re-establishing the natural, self-sustaining ecological functions of the waterfront, providing or restoring public access to the water, and increasing public awareness of aquatic lands as a finite natural resource and

- 200 irreplaceable public heritage. ALEA grants may be used for the acquisition, improvement, or
protection of aquatic lands for public purposes. They also may be used to provide or
improve public access to the waterfront.
- 205 • The *Family Forest Fish Passage Program* provides funding to small forest landowners to
repair or remove fish passage barriers, such as culverts and other stream crossing structures,
which keep trout, salmon, and other fish from reaching upstream habitat. The program funds
the replacement of eligible barriers with new structures. Since 2003, nearly 285 landowners
have taken advantage of the program to remove 353 barriers and open more than 804 miles
of stream habitat.
 - 210 • The *Washington Wildlife Recreation Program* (WWRP) provides funds for the acquisition and
development of recreation and conservation lands. WWRP funds restoration projects such as
animal watering stations, bank stabilization, LWD placement, and riparian revegetation.

Washington State Department of Transportation City Fish Passage Grant Program

310 Maple Park Avenue SE

215 Olympia, WA 98501

206-386-7220

<http://www.wsdot.wa.gov/Projects/FishPassage/default.htm>

220 State highways cross streams and rivers in thousands of places in Washington. At many places, culverts
are too small or otherwise inadequate to allow fish to migrate upstream and downstream as necessary
for growth and reproduction. State law (RCW 77.57.030) requires WSDOT to install and maintain all
culverts, fishways, and bridges to provide unrestricted fish passage. WSDOT has worked for more than
two decades to improve fish passage and reconnect streams.

Appendix C – Additional Restoration Resources

C.1 Overview

5

As a program, Shoreline Restoration is relatively new in Stevenson and many involved may be unfamiliar with what is necessary to implement successful projects. This appendix attempts to overcome this reality by collecting useful resources.

C.2 Resource List

Where possible, the list in Figure C-1 identifies the Restoration Needs of RP Figure 2-1 and collects links to proposed projects, best practices, and other recommendations based on communities with more experience than Stevenson.

FIGURE C.1 RESTORATION RESOURCES	
Resource	Link
Derelict Creosote Piling Removal	https://www.dnr.wa.gov/publications/aqr_rest_pileremoval_bmp_2017.pdf
Native Plants & Pollinator Habitat	http://www.nativerevegetation.org/

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Stevenson Planning Department
PO Box 371
Stevenson, WA 98648
www.ci.stevenson.wa.us

STEVENSON

SHORELINE MASTER PROGRAM

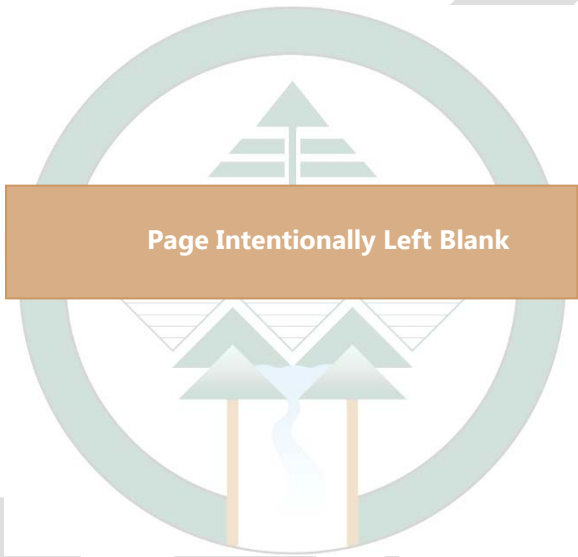


City of Stevenson
City Council Review Draft
Cumulative Impact Analysis & No Net Loss Report

December 2018

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Executive Summary

This report provides a summary and analysis of the cumulative impacts that can be expected to occur over time as the City of Stevenson (City) implements its updated Shoreline Master Program (SMP) (Chapter 18.08 – Shorelines Management of the Stevenson Municipal Code). The City is updating its SMP in order to comply with the Washington State Shoreline Management Act (SMA) and the Washington Administrative Code (WAC) implementing rules (WAC 173-26, also called the Shoreline Master Program Guidelines and referred to in this report as the SMP Guidelines).

The City is developing an updated locally approved SMP (Draft SMP), which contains policies and regulations to protect the City's shorelines from potential negative effects caused by future development. The City is also developing a Restoration Plan (RP) to identify opportunities to improve or restore ecological functions that have been impaired as a result of past development activities. This report compares the impacts expected through Draft SMP policies to the improvements expected through the Restoration Plan. This comparison is necessary to assess whether the City's proposal is consistent with the state SMP Guidelines and the policy goals of the SMA related to no net loss of shoreline ecological functions. Early drafts of this report excluded No Net Loss from the title as an indication of the iterative review being conducted. The final report includes this title and statements related to the program's achievement of the state's no net loss standard.

The conclusions of this report indicate that 9 of the City's 12 indicators of ecological function will show improvement based on the Draft SMP and Restoration Plan. For the 3 indicators where decline is expected, improvements to other indicators are expected to offset the likely impacts to the underlying ecological functions through:

- Shoreline environment designations to protect or enhance the current or desired character of shorelines.
- A system of Prohibited, Conditional, and Permitted uses that provides additional controls leading to the current or desired character of shorelines.
- General policies and regulations intended to protect the shoreline functions, as well as policies designed to protect specific shoreline functions, such as water quality, water quantity, vegetation, and habitat.
- Specific vegetation conservation standards combined with use setbacks and reach-specific riparian area buffers to protect shoreline ecological functions.
- Critical areas regulations to provide protections for wetlands, fish and wildlife habitat, critical aquifer recharge areas, flood hazard areas, and geologically hazardous areas.
- Local, state, and federal regulations to ensure that shoreline impacts are avoided, minimized, and/or mitigated.
- Restoration activities and programs that are expected to improve shoreline functions. These non-regulatory enhancement and restoration activities are likely to offset or minimize potentially adverse unanticipated and/or incremental cumulative impacts within the County's shoreline jurisdiction.

Given the policy guidance and regulatory requirements proposed, including the implementation of the shoreline restoration plan and the key vegetation removal and setback features listed above, the

implementation of the Draft SMP is anticipated to achieve no net loss of ecological functions in the city's shorelines. Stevenson's robust vegetation standards are more specific and require greater mitigation than what most rural communities require, and account for temporal losses and the possibility of failure of mitigation efforts. In the long term, a net gain in functions is likely in many instances, because the mitigation ratios exceed 1:1 and will eventually result in larger, better functioning resources than those impacted. Additionally, monitoring and conservation covenant requirements will ensure the success of mitigation sites and their protection from future development in perpetuity. Therefore, the SMP policies and regulations will result in no net loss of ecological functions or values of shorelines.

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DRAFT

Chapter 1 – Introduction

1.1 Title

This document shall be known and may be cited as the Stevenson 2018 Cumulative Impacts Analysis (CIA).

1.2 Introduction

This cumulative impacts analysis supports the City of Stevenson (City) Comprehensive Shoreline Master Program (SMP) update. The City's long-standing SMP is being updated in order to comply with updates to Washington's Shoreline Management Act (SMA), the Revised Code of Washington (RCW) 90.58, and the Washington Administrative Code (WAC) 173.26 adopted in 2003 by the state legislature. The City's SMP was first adopted in June 1974 and was revised in August 1975.

This report assesses the potential cumulative impacts of shoreline development under the Draft SMP. The analysis contained in this report relies on the existing condition information provided in the City's "Final Shoreline Inventory & Characterization Report" (ICR), which evaluated ecosystem processes and included an inventory and analysis of shoreline conditions related to land use, public access, and environmentally sensitive areas and habitat. This analysis also utilizes the Inventory & Characterization Report to assess development potential based on proposed shoreline environment designations (SEDs) contained in the Draft SMP.

1.3 Purpose

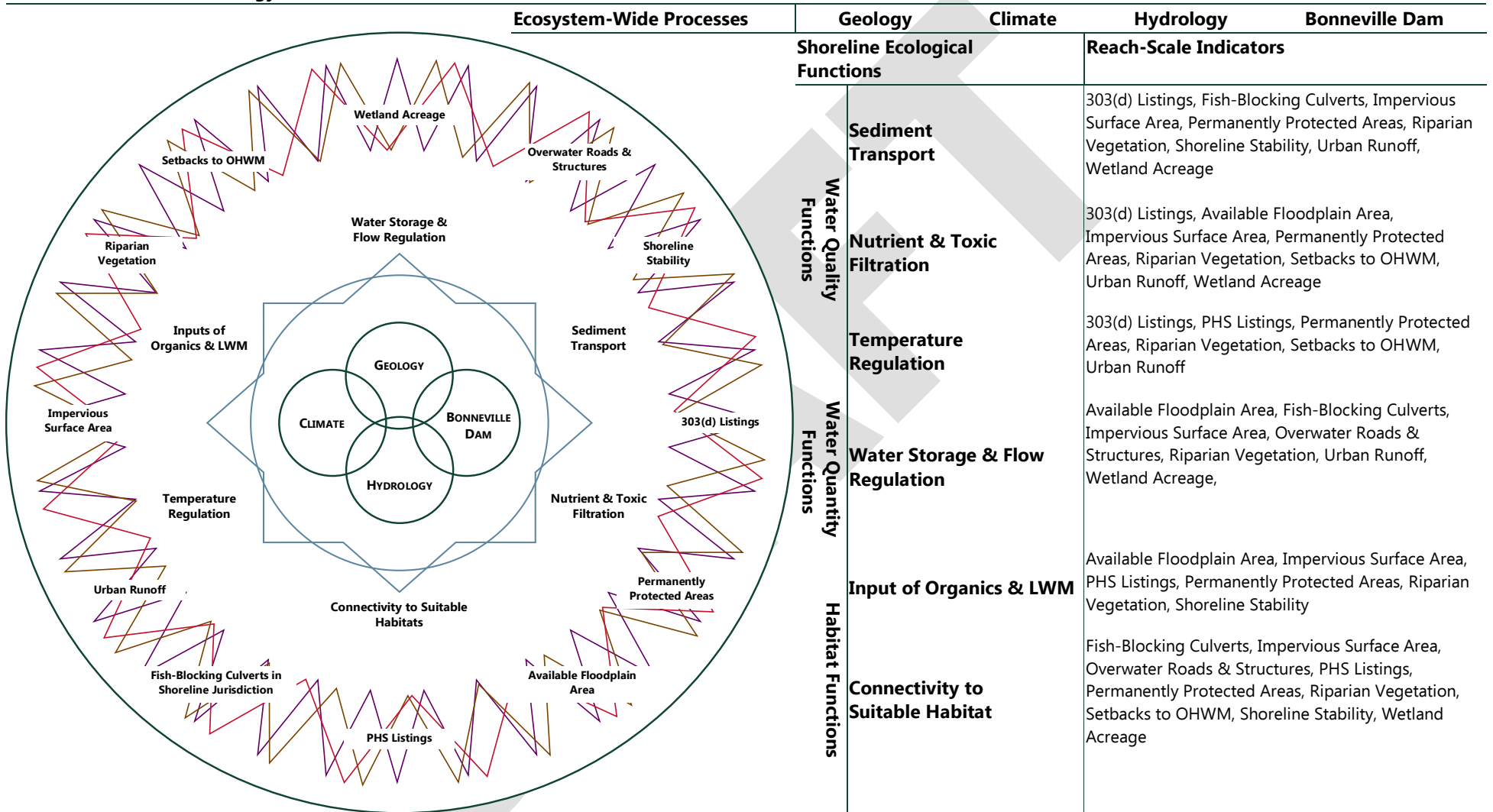
This report was generated to address the requirements for a cumulative impacts analysis that are contained in the Shoreline Master Program Guidelines (WAC 173-26; referred to in this report as the SMP Guidelines). Cumulative impact analyses are conducted while drafting SMP provisions as part of the comprehensive update process. The City is required to evaluate the cumulative impacts of "reasonably foreseeable" future development. Typically, this means full build-out for a 20-year planning horizon and the methodology below describes the development expected. This evaluation verifies that the proposed SMP's shoreline management policies and regulations are adequate to ensure "no net loss" of shoreline functions compared to "baseline" conditions. "No net loss" means that impacts may occur, but adequate measures are in place within the overall shoreline program to mitigate them such that the post development conditions are no worse overall than pre-development conditions.

The findings of this report inform decisions on SMP policies, programs, and regulations to address adverse cumulative impacts and protect shoreline ecological functions. This analysis is not proposed for inclusion as part of the Stevenson Comprehensive Plan or the development regulations of the Stevenson Municipal Code (SMC), but may serve as a useful reference during SMP implementation.

According to the SMP guidelines, the assessment of cumulative impacts occurs at both the planning stage and at the permitting stage when individual development proposals are reviewed (a site-specific effort once the SMP is adopted and implemented). The Guidelines recommend assessing the impacts of "commonly occurring and planned development" at the planning stage "without reliance on an individualized cumulative impacts analysis." In contrast, developments that have un-anticipatable impacts that cannot be reasonably identified at the time of SMP development should be evaluated via

FIGURE 1-1 STEVENSON'S ECOSYSTEM-WIDE PROCESSES, ECOLOGICAL FUNCTIONS, AND REACH-SCALE INDICATORS

Characterization Methodology



the shoreline substantial development and conditional use permit processes to ensure that there is no net loss of ecological function after mitigation (WAC 173-26-201(3)(d)(iii)).

1.4 Methodology

Although flexible, WAC 173-26 requires the use of a particular framework to evaluate the potential cumulative impacts on shoreline functions and processes that may result from activities or development under the City’s proposed SMP over time. The framework includes the following factors.

- Current circumstances affecting the shorelines and relevant natural processes;
- Reasonably foreseeable future development and use of the shoreline; and
- Beneficial effects of any established regulatory or facilitative programs under other local, state and federal laws.

1.4.1 Relationship to Inventory & Characterization Report

To address the first 2 bullet points above, this analysis relies on the City’s Shoreline Inventory & Characterization Report (ICR), which evaluated ecosystem-wide processes, shoreline ecological functions, and land uses within shoreline jurisdiction. To address the first bullet point, the existing condition information provided in ICR Chapter 4 is used. Figure 1-1 on the preceding page is taken from the ICR to describe how the 4 ecosystem-wide processes, 6 ecological functions, and 12 reach-scale indicators interact within the snapshot of existing conditions. In ICR Chapter 4 each of the 12 reach-scale indicators were qualitatively rated based on a 5-point scale (Figure 1-2).

FIGURE 1-2 RATING INDICATORS OF ECOLOGICAL FUNCTION

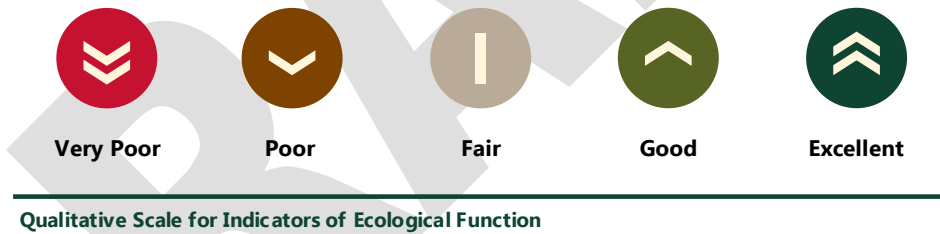


Figure Credit Ben Shumaker (2017) after Consumer Reports.

To assess the physical and biological resources of Stevenson’s shorelines, the ICR broke them into 7 manageable units based on geographic location along Ashes Lake, the Columbia River, Rock Cove and Rock Creek, the only streams or lakes in the City considered part of shoreline jurisdiction. A summary of the evaluation performed in ICR Chapter 4 is included as part of CIA Figure 2-1. The ICR rating for each indicator of ecological function is included in the first row of each of these before anticipated changes are listed.

The projection of future shoreline development and use in ICR Table 5.3-1 provides the basis of analysis under the second bullet point. The potential use changes/conflicts listed in that table are included in CIA Figure 1-3, as the reasonably foreseeable future development and use of the shoreline.

1.4.2 Relationship to Restoration Plan

The third bullet point above relies on the description of restoration strategies and projects in the City’s Shoreline Restoration Plan, especially Restoration Plan Figure 3-1 which identifies the shoreline reaches and shoreline ecological functions where improvements are expected based on the implementation of the actions. Each of the projects listed in that table are transferred to CIA Figure 2-6, below.

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

Use	CR1	CR2	CR3	RC1	RC2	RCo	AL
Boating Facilities & Overwater Structures	☑	☑	☑	☑		☑	
Commercial & Industrial		☑	☑	☑	☑	☑	
Forest Practices				☑	☑		
Institutional	☑	☑		☑		☑	
Land Division			☑	☑	☑		
Recreational	☑	☑		☑	☑	☑	
Residential	☑	☑		☑	☑		
Transportation & Parking Facilities	☑	☑	☑	☑		☑	☑
Utilities		☑	☑	☑	☑	☑	☑
Modifications							
Vegetation Removal	☑	☑	☑	☑	☑	☑	☑
Fill		☑	☑	☑		☑	
Shoreline Stabilization		☑		☑	☑	☑	
Shoreline Restoration	☑	☑	☑	☑	☑	☑	
Dredging		☑	☑	☑		☑	
Breakwaters, Jetties, Groins & Weirs		☑	☑	☑	☑		

1.4.3 *Impacts Analysis*

In order to analyze the impacts of reasonably foreseeable shoreline development, use, and restoration, an assessment of development types and projects has been performed. This assessment rates how each interacts with the 12 indicators of shoreline ecological functions. The degree to which any specific project degrades or improves the indicators of shoreline ecological functions is qualitative and based on several factors, including proximity, duration and scale of the project or the project’s impacts. The anticipated changes to the indicators of ecological functions are represented using another 5-point rating system (Figure 1-4) that ranges from Much Worse to Much Better.

40
 45 **FIGURE 1-4 RATING PROJECTED CHANGES TO INDICATORS**

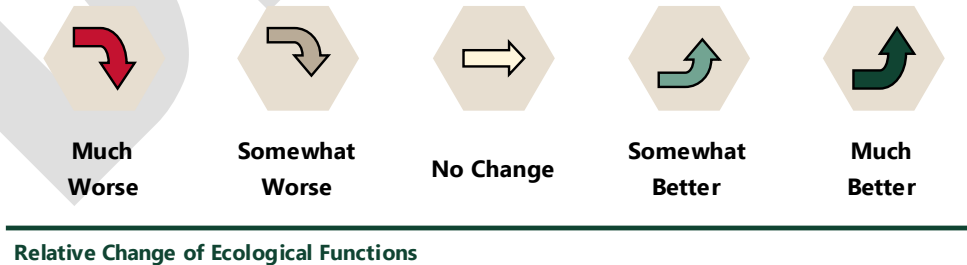


Figure Credit Ben Shumaker (2018)

Chapter 2 – Impacts Analysis

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 (SED) is similar to the concept of a zoning district. Consistent with the City’s requirements under the SMA, SMP Chapter 3 provides a system of SEDs which reflect those outlined in the SMP guidelines and apply in addition to other city zoning district requirements. The locations of the City’s SEDs are depicted on the map of shoreline jurisdiction and environment designations in SMP Appendix A.

2.1 Reasonably Foreseeable Development Activities

Together SMP Table 5.1 and SMP Table 6.1 list 17 high-level categories of shoreline use and modification. These high-level categories are then separated by water-orientation and other specific types of development activities warranting regulatory consideration. In total at least 53 individual types of shoreline uses and modifications are specifically regulated in the SMP. Of these, 42 (from 16 of the high-level categories) either 1) currently exist, 2) are referenced in ICR Table 5.3-1 or 3) are reasonably foreseeable as associated with existing or anticipated uses. The high-level categories are listed in CIA Figure 1-3. Their impacts and the protective provisions of the SMP are analyzed in CIA Section 2.2.

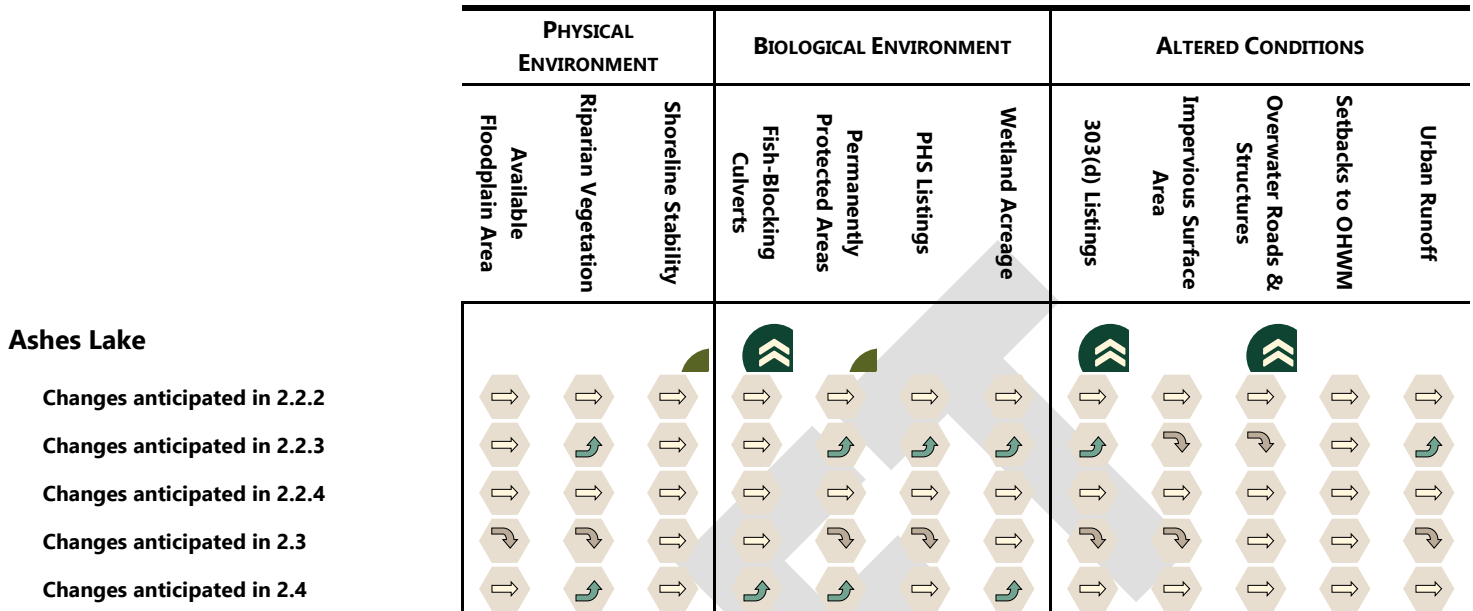
FIGURE 2-1 SUMMARY OF PROJECTED INDICATOR CHANGES

	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
Columbia River Reach 1 (Predesignated)												
Changes anticipated in 2.2.2	↔	↗	↔	↔	↗	↗	↔	↔	↗	↗	↗	↔
Changes anticipated in 2.2.3	↔	↗	↔	↔	↘	↗	↔	↘	↗	↗	↔	↘
Changes anticipated in 2.2.4	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Changes anticipated in 2.3	↗	↗	↔	↔	↗	↗	↔	↗	↗	↔	↔	↗
Changes anticipated in 2.4	↘	↘	↘	↘	↘	↘	↘	↔	↘	↘	↔	↔
Columbia River Reach 2												
Changes anticipated in 2.2.2	↔	↔	↗	↗	↗	↗	↔	↔	↗	↘	↘	↔
Changes anticipated in 2.2.3	↔	↗	↔	↔	↘	↗	↔	↘	↗	↗	↔	↘
Changes anticipated in 2.2.4	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔	↔
Changes anticipated in 2.3	↗	↗	↔	↔	↗	↗	↔	↗	↗	↔	↔	↗
Changes anticipated in 2.4	↔	↘	↘	↘	↘	↘	↔	↔	↘	↘	↘	↘

Figure 2-1 Summary of Projected Indicator Changes, cont.

	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
Columbia River Reach 3 (Predesignated)												
Changes anticipated in 2.2.2												
Changes anticipated in 2.2.3												
Changes anticipated in 2.2.4												
Changes anticipated in 2.3												
Changes anticipated in 2.4												
Rock Creek Reach 1												
Changes anticipated in 2.2.2												
Changes anticipated in 2.2.3												
Changes anticipated in 2.2.4												
Changes anticipated in 2.3												
Changes anticipated in 2.4												
Rock Creek Reach 2 (Predesignated)												
Changes anticipated in 2.2.2												
Changes anticipated in 2.2.3												
Changes anticipated in 2.2.4												
Changes anticipated in 2.3												
Changes anticipated in 2.4												
Rock Cove												
Changes anticipated in 2.2.2												
Changes anticipated in 2.2.3												
Changes anticipated in 2.2.4												
Changes anticipated in 2.3												
Changes anticipated in 2.4												

Figure 2-1 Summary of Projected Indicator Changes, cont.



2.2 Shoreline Development and Protective Provisions

20 The protective provisions of the SMP primarily rely on several types of regulatory tools, including: Shoreline Environment Designations (SEDs), required setbacks from the OHWM, regulations that are applicable to all uses (including No Net Loss Standards), and regulations applicable to specific uses. When working in concert, CIA Figure 2-1 summarizes the effects these protective provisions are expected produce on the ICR's 12 indicators of ecological function at the reach scale.

25 2.2.1 Shoreline Environment Designation Use Allowances

FIGURE 2-2 DISTRIBUTION OF SHORELINE ENVIRONMENT DESIGNATIONS

Location	Natural	Shoreline Residential	Urban Conservancy	Active Waterfront	TOTAL
City Jurisdiction					97 ac
Predesignated Area					86 ac
TOTAL					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.

30 The types of development allowed on Stevenson's shorelines will vary subject to the SED assigned to each shore segment. In order to guide development appropriately, Ecology's SMP Guidelines require that SEDs be assigned to shoreline areas according to their ecological function, existing land uses, and the goals and aspirations of the community. These designations will help protect ecological functions

and values and accommodate preferred and water-dependent shoreline uses. Stevenson’s SMP proposes 5 SEDs, listed in order from most protective to most permissive: Aquatic, Natural, Shoreline Residential, Urban Conservancy, Active Waterfront. The approximate acreage of the non-Aquatic SEDs is included in Figure 2-2, below.

35

SMP Table 5.1 lists common shoreline uses and whether they are prohibited, are allowed, or may be conditionally allowed. CIA Figure 2-3, below summarizes the relative restrictiveness/permissiveness of each SED. An analysis of the impacts of reasonably foreseeable development based on these allowances is conducted in greater detail in CIA Section 2.2.3.

40 **FIGURE 2-3 SHORELINE ENVIRONMENT DESIGNATION USE & MODIFICATION ALLOWANCES**

Aquatic*	Natural	Shoreline Residential	Urban Conservancy	Active Waterfront
20 Prohibited	28 Prohibited	12 Prohibited	5 Prohibited	5 Prohibited
10 Conditional	17 Conditional	24 Conditional	19 Conditional	14 Conditional
3 Permitted	8 Permitted	17 Permitted	29 Permitted	34 Permitted

*The Aquatic SED contains 20 fewer categories were allowances for Boating Facilities & Overwater Structures and Shoreline Modifications are determined by upland SED.

Columbia River Reach 1 – Predesignated East Urban Area

Most foreseeable development in the CR1, could allowed by obtaining a Shoreline Conditional Use Permit. In addition to satisfying the other protective provisions of the Draft SMP, the conditional use criteria of SMP Section 2.7.1 require heightened analysis of proposal’ effects to the environment and the overall public interest. Key conditional uses listed for the Shoreline Residential and Urban Conservancy SEDs that dominate this reach include the most impactful Boating and Transportation facilities. Reasonably foreseeable development that would be allowed in this reach without a conditional use permit include most Recreational and Residential uses and Boating and Transportation facilities where lesser impacts are anticipated. Impacts to specific indicators of ecological function related to reasonably foreseeable development are dealt with in greater detail in CIA Section 2.2.3, below.

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Columbia River Reach 2 – Downtown Waterfront

The CR2 Reach is dominated by the Active Waterfront SED and includes a small section of Shoreline Residential. Key conditional use protections for foreseeable development in the Active Waterfront SED are primarily related to non-water-oriented development. See also CIA Section 2.2.3.

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Columbia River Reach 3 – Predesignated West Urban Area

Similar impacts are expected in the CR3 reach where the Active Waterfront SED is the primary designation proposed.

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Rock Creek Reach 1 – City Reach

The RC1 reach includes all 4 land-based SEDs and the full range of reasonably foreseeable development types are expected in this reach. An analysis of impacts from the conditional and permitted uses related to this reach must rely on CIA Section 2.2.3.

Rock Creek Reach 2 – Predesignated County Reach

65 The primary SED's applied to the RC2 reach are Natural and Shoreline Residential. Key protections for
 reasonably foreseeable development in the Natural SED of this reach include prohibitions against
 Commercial & Industrial, Residential and most Institutional uses. Where Transportation and Utility uses
 are not prohibited, they are listed as conditional uses. In the Shoreline Residential, conditional use
 70 protections involve limited allowances for Water-Oriented Commercial, Transportation and Utility uses.
 The impacts of the permitted Residential and Recreational uses are dealt with in CIA Section 2.2.3.

Rock Cove Reach

The impacts from reasonably foreseeable development in the Urban Conservancy and Active
 Waterfront SEDs of the RCo reach are similar to those anticipated in CR2. This reach also notably
 includes the Natural SED's application to the islands of Rock Cove where conditional use protections
 75 will control much of the Boating Facilities and Institutional uses that may be proposed. The impacts of
 the permitted Recreational uses are dealt with in CIA Section 2.2.3, below.

Ashes Lake Reach – Predesignated

Reasonably foreseeable development in this reach is limited to maintenance of existing Transportation
 and Utility uses and is dealt with in CIA Section 2.3, below.

80 **2.2.2 Shoreline Setbacks**

Setbacks to OHWM and Overwater Roads & Structures are the primary indicators of ecological
 function directly affected by the use of SEDs and the only indicators where the indicator is expected to
 become Better or Worse. Setbacks from the OHWM are also displayed in SMP Table 5.1. Riparian
 Vegetation, Permanently Protected Areas, PHS Listings, and Impervious Surface Area are indicators that
 85 might become Somewhat Better or Worse based on the SED-specific setbacks.

Columbia River Reach 1 – Predesignated East Urban Area

For Reach CR1, the Shoreline Residential and Urban Conservancy SED will apply to most foreseeable
 development. The 50 ft setback required for residential, cemetery, water-related recreational and roads
 in these SEDs is likely to increase the overall mean (39 ft) and median (24 ft) setbacks for structures in
 90 that area. As a result, ecological functions based on this indicator can be expected to be Somewhat
 Better if developed under the City's proposed SMP. However, because these provisions are not likely to
 affect existing development, the 5 related indicators could be expected to get Somewhat Worse in this
 reach if setbacks were the only protective provision applied.

Columbia River Reach 2 – Downtown Waterfront

95 In Reach CR2, the allowed setbacks for reasonably foreseeable development in the proposed Shoreline
 Residential and Active Waterfront designations are much closer than the current mean (98 ft) and
 median (87 ft) setbacks for existing structures. Implementation of the SMP according to the proposed
 SEDs is expected to make this indicator Much Worse. Riparian Vegetation in this reach is already Very
 Degraded, and the designation of SEDs will likely result in No Change to the degree of degradation of
 100 the reach. The remaining 4 indicators for this reach could be expected to get Somewhat Worse.

Columbia River Reach 3 – Predesignated West Urban Area

In Reach CR3, the Urban Conservancy and Active Waterfront designations' allowed setbacks for
 foreseeable development would be greater than the mean (24 ft) and median (15 ft) setback for
 existing structures in the reach and make this indicator Much Better. Allowances for development of
 105 replacement bridges in the Urban Conservancy designation is likely to make the Overwater Roads &

Structures indicator Somewhat Better. Similar to CR2, the lack of existing shoreline vegetation is a factor in determining that there would be No Change in the Riparian Vegetation indicator under this proposal. The remaining 3 indicators would likely become Somewhat Worse in this reach.

Rock Creek Reach 1 – City Reach

110 In Reach RC1, the allowed setbacks in the Urban Conservancy and Active Waterfront and Shoreline Residential designations will likely decrease the mean (88 ft) and median (77 ft) existing setbacks for structures. As a result, this indicator will become Somewhat Worse based on reasonably foreseeable development. Allowances for development of replacement bridges in the Urban Conservancy designation is likely to make the Overwater Roads & Structures indicator Somewhat Better. The 4 other
115 indicators related to SEDs would likely become Somewhat Worse.

Rock Creek Reach 2 – Predesignated County Reach

120 Except for the changes related to Overwater Roads & Structures, anticipated impacts in Reach RC2, are similar in all ways to RC1. Mean (95 ft) and median (89 ft) existing setbacks would likely decrease based on residential setback requirements of the Shoreline Residential SED. All related indicators would likely become Somewhat Worse.

Rock Cove Reach

125 In Reach RCo, the allowed setbacks for reasonably foreseeable development in the proposed Urban Conservancy and Active Waterfront designation are much closer than the current mean (88 ft) and median (92 ft) setbacks for existing structures. Implementation of the SMP according to the proposed SEDs is expected to make this indicator Much Worse. The remaining 5 indicators for this reach could be expected to get Somewhat Worse if SEDs and setbacks are the only protections considered.











Ashes Lake Reach – Predesignated











130 In Reach AL, the Natural and Urban Conservancy designations and the limited reasonably foreseeable development will likely result in No Change to any indicator of ecological function.

Recommendations

- Do not rely on Shoreline Environment Designation management policies and setback requirements as the sole controls for impacts to Riparian Vegetation, Permanently Protected Areas, PHS Listings, Impervious Surface Area, or Overwater Roads & Structures.

FIGURE 2-4 DEVELOPMENT IMPACTS & REGULATORY CONTROLS

Development Activity & Associated Uses	Uncontrolled Impact of Development	Proposed Development Controls	Anticipated Net Effect/ Recommendations
<p>Construction, Generally</p> <p>Description: This category of impacts is among the most noticeable and includes the construction materials (such as windows, construction practices (such as fill, grading, and machinery) and the buildings and structures that result.</p> <p>Associated Uses: All.</p> <p>Reach Affected: CR1, CR2, CR3, RC1, RC2, RCo</p>	<p>Ground disturbance during fill and grading activities can result in dust and excess sediment in runoff waters.</p> <p>Machinery used during construction can both destabilize soils and result in their compaction. These impacts are similar, though less severe, as those discussed under impervious surfaces. The leaks and noise associated with machinery can degrade water quality and disturb nesting and rearing of sensitive species.</p> <p>If sited inappropriately or constructed using inappropriate materials for their setting, inwater and overwater structures can destabilize shorelines and leach pollutants which degrade water quality. Streamside windows and outdoor lighting can lead to glare that disturbs the nesting and rearing habitats of some birds, disrupts salmon migration and feeding, and interferes with other shoreline species.</p> <p>Fill, buildings, and structures in floodways and floodplains reduce the overall capacity of the system to carry water and can alter natural channel migration practices. These actions also supplant and reduce the suitability of habitat, including priority habitats and species and wetlands.</p> <p>The linear nature of fences, roads and utility corridors can affect wildlife movement and survival. Roads and their culverts create major barriers for terrestrial, amphibious and aquatic species and increase mortality all species. Overhead utilities can increase bird and bat strikes and affect their mortality.</p>	<p>SMP Section 6.4.2 deals specifically to fill as a shoreline modification. This section applies to fill that "raises the elevation or creates dry land". All proposals for fill require minimization and avoidance of ecological impacts. In upland areas, fill is subject to the setbacks and procedures of the allowed use or modification it supports. In more sensitive areas, fill activities are limited to those that support specific scenarios and/or priority uses.</p> <p>SMP Sections 5.4.3 and 5.4.8 include siting and construction provisions relating to the avoidance of ecological impacts.</p> <p>SMP Section 4.6.3-6 applies to all construction materials coming in contact with water and requires use of suitable and certified materials. SMP Section 5.4.3-3.c reiterates and strengthens this for boating facilities & overwater structures.</p> <p>SMP Section 4.4.5 deals with development in flood hazard areas where the existing regulations of SMC 15.24 continue to apply. The SMP places additional limits on structural flood hazard reduction measures and requires additional analysis and certification for development in channel migration zones.</p> <p>SMP Section 5.4.11 avoiding new transportation and parking facilities in shorelines and sharing them in order to reduce impacts from redundant uses. Similarly SMP Section 5.4.12 requires utility lines to cross shorelines in the least impactful manner, be placed underground, and collocated on bridges or other structures.</p> <p>See also, CIA Section 2.2.1 Shoreline Environment Designations Use Allowances, CIA Section 2.2.2 Shoreline Setbacks, CIA Section 2.2.4 No Net Loss Protections, and SMC 15.24 Floodplain Management Regulations.</p>	<p> Indicators Projected to be Much Better: None</p> <p> Indicators Projected to be Somewhat Better: 303(d) Listings, Permanently Protected Areas</p> <p> Indicators where No Change is Projected: Available Floodplain Area, Shoreline Stability, Fish Blocking Culverts, Wetland Acreage, Urban Runoff</p> <p> Indicators Projected to be Somewhat Worse: Riparian Vegetation, PHS Listings, Impervious Surface Area, Overwater Roads & Structures, Setbacks to OHWM</p> <p> Indicators Projected to be Much Worse: None</p> <p>Recommendations:</p> <ul style="list-style-type: none"> -Do not rely on development controls as the only protection from impacts to indicators of ecological function. -Maintain access to a list of materials certified for contact with water. -Consider adding requirements for machinery leak and spill prevention and remediation. -Consider adding Construction as a type of shoreline modification. -Better reference existing City, State, and federal requirements for temporary erosion and sediment control plans and BMPs at SMP Sections 6.4.2.
<p>Impervious Surfaces & Stormwater</p> <p>Description: Impervious surfaces include rooftops, paved areas, and compacted gravels and soils, prevent precipitation from infiltrating into the ground where it falls, and create stormwater runoff.</p> <p>Associated Uses: Boating Facilities & Overwater Structures, Commercial & Industrial, Institutional, Recreational, Residential, Transportation & Parking, Fill, Shoreline Stabilization.</p>	<p>Stormwater runoff can have significant negative impacts to shorelines and the ecological health of a watershed. During rain events, large volumes of stormwater runoff can be carried to waterbodies and cause flooding and erosion and wash away habitats.</p> <p>Stormwater runoff can pick up pollutants commonly found on impervious surfaces, including sediment, oil and grease, trash, and pesticides and carry them to waterways or into the groundwater. The deposition of sediments can decrease fish passage and reduce viability of habitat areas and wetlands.</p> <p>As the amount of impervious surfaces increases in a watershed, the likelihood of sufficient groundwater recharge and hyporheic transfer decreases, a greater volume of stormwater runoff is generated, and a higher potential of watershed and water quality degradation exists.</p> <p>The treatment of stormwater can impact shoreline ecological functions. If not located below the OHWM, stormwater outfalls may lead to scouring. If improperly designed or constructed, new outfalls and modifications to existing outfalls could impact existing native riparian vegetation or aquatic vegetation attached to, or rooted in, the substrate.</p> <p>In river and stream shorelines, stormwater outfall structures may require permanent bank hardening to prevent failure of the outfall structure or erosion of the shoreline.</p>	<p>SMP Section 4.7 applies to all regulated activities that "affect the water quality or quantity of Stevenson shorelines". This section requires compliance with all existing City, State, and federal stormwater laws, including the Stormwater Management Manual for Western Washington. Stormwater facilities must adhere to the setback provisions of SMP Table 5.1 and discussed in CIA 2.2.2. Existing septic systems that fail are required to connect to sewer if feasible. New septic for "any new development, business, or multifamily unit" are not allowed where sewer is available.</p> <p>See also, CIA Sections 2.2.1 Shoreline Environment Designation Use Allowances, 2.2.2 Shoreline Setbacks, and 2.2.4 No Net Loss Protections.</p>	<p> Indicators Projected to be Much Better: None</p> <p> Indicators Projected to be Somewhat Better: 303(d) Listings, Urban Runoff, Wetland Acreage</p> <p> Indicators where No Change is Projected: Available Floodplain Area, Impervious Surface Area, Permanently Protected Areas, Shoreline Stability, Fish Blocking Culverts, Overwater Roads & Structures</p> <p> Indicators Projected to be Somewhat Worse: Riparian Vegetation, Permanently Protected Areas, PHS Listings, Setbacks to OHWM</p> <p> Indicators Projected to be Much Worse: None</p> <p>Recommendations:</p> <ul style="list-style-type: none"> -Reference the Stormwater Management Manual for Western Washington (SMMWW) sooner in SMP Section 4.7.3. -Consider removing Use-specific references to the SMMWW. - Consider development incentives for projects incorporating highly desirable low impact development strategies.

<p>Reach Affected: CR1, CR2, CR3, RC1, RC2, RCo</p>			<p>-Consider clarifying the specific shoreline uses and developments where sewer connection is required.</p>
<p>Normal Usage</p> <p>Description: Though sometimes unintentional, incremental impacts from day-to-day use, maintenance practices, and ancillary usage of shoreline areas can have the most persistent and largest effect on shorelines.</p> <p>Associated Uses: Boating Facilities & Overwater Structures, Commercial & Industrial, Institutional, Recreational, Residential, Transportation & Parking, Fill, Shoreline Stabilization.</p> <p>Reach Affected: All</p>	<p>Noise and light can disrupt salmon migration and feeding, disturb the nesting and rearing habitats of some birds, and interfere with other shoreline species.</p> <p>The spread of invasive and non-native species often accompanies normal use through deliberate planting and inadvertent seeding. These species can interfere with the native plant and animal species that are adapted to Stevenson particular ecological setting. When fertilizers, pesticides, herbicides and other chemical lawn/garden treatments are used for these species it can degrade water quality and health of native species and habitats in shoreline areas.</p> <p>Turbidity and erosion can increase as a result of boating and heightened wave action, propeller scour, and the launching nonmotorized watercraft. The increased sediment in the water can disrupt salmon migration and feeding areas, and, where contamination previously existed in those sediments, water quality can be degraded anew.</p> <p>Trash, trampling, pets, solid waste, compost, and increased foot- and vehicular-traffic results from human presence in shoreline areas. This can increase the incidents of conflict between humans and wildlife, concentrate scavengers and predators, disturb the nesting and rearing habitat of some birds, reduce air and water quality, and prevent stormwater infiltration through compacted soils.</p>	<p>Application of pesticides, fertilizer and other chemicals is included within the definition of regulated activities. When applied to recreational uses, these chemicals must not directly drain or runoff into surface waters.</p> <p>The location of boating facilities must be chosen or developed in a way that considers turbidity- and erosion-related impacts.</p> <p>The Critical Areas protections of SMP Section 4.4 are applicable to all properties and will prevent impacts to those 5 state-mandated areas.</p> <p>The use-specific protective provisions of SMP Section 5.4 require site plan reviews, impervious surface limitations, and other protections that will limit impacts under this category.</p> <p>See also, CIA Sections 2.2.1 Shoreline Environment Designation Use Allowances, 2.2.2 Shoreline Setbacks, and 2.2.4 No Net Loss Protections.</p>	<p> Indicators Projected to be Much Better: None</p> <p> Indicators Projected to be Somewhat Better: 303(d) Listings, Urban Runoff</p> <p> Indicators where No Change is Projected: Available Floodplain Area, Permanently Protected Areas, Shoreline Stability, Fish Blocking Culverts, Overwater Roads & Structures</p> <p> Indicators Projected to be Somewhat Worse: Riparian Vegetation, , Impervious Surface Area, PHS Listings, Setbacks to OHWM, Wetland Acreage</p> <p> Indicators Projected to be Much Worse: None</p> <p>Recommendations:</p> <p>-Consider protective controls for pesticides, fertilizers, and other chemicals associated to a broader list of shoreline uses.</p>
<p>Vegetation Removal</p> <p>Description: Shoreline vegetation is a key component of the ecosystem, and its removal includes clearing, pruning, chemical control, and forestry practices.</p> <p>Associated Uses: All.</p> <p>Reach Affected: All</p>	<p>The removal of shoreline vegetation reduces terrestrial food supply, shade and large woody material (LWM) recruitment potential and other organic inputs which provide important habitat and food web support functions. When removed through chemical treatment, there is an effect on water quality and habitat health for other species.</p> <p>Vegetation reduction warms the water, decreases in-stream and riparian habitat complexity, and decreases protection from overhead predators.</p> <p>Habitat become more fragmented and wildlife travel corridors become limited.</p> <p>The loss of bank vegetation can result in channel widening and affect sediment supply, which in turn affects the floodplain—needed for habitat and high flow attenuation—and the stability of the shoreline.</p> <p>Shoreline vegetation also plays a role in trapping and removing sediments, nutrients and other pollutants, so the loss of vegetation can also have adverse effects on water quality. Failure to maintain vegetation or plant vegetation after site disturbance can lead to increased incidence of nonnative, invasive species. When this occurs along bluffs it can decrease root strength, create unstable slopes, and increase the likelihood of future landslides.</p>	<p>While Vegetation Removal is permitted in all shoreline environment designations, SMP Section 6.4.1 provides specific policies and regulation that prioritize avoidance and protection prior to removal.</p> <p>All types of vegetation removal must be mitigated according to SMP Table 6.2, which requires more mitigation for high priority native species and locations closer to the OHWM. Mitigation ratios range from 1:1 to 3:1 and require planting of 2 trees and 5 shrubs per 400 sq ft. Mitigation areas must be monitored for 5 years and contingency planting is required.</p> <p>Specific regulations facilitate removal of noxious aquatic and terrestrial weeds while protecting against degradation of other ecological functions.</p>	<p> Indicators Projected to be Much Better: Riparian Vegetation, Permanently Protected Areas, PHS Listings</p> <p> Indicators Projected to be Somewhat Better: 303(d) Listings, Wetland Acreage</p> <p> Indicators where No Change is Projected: Available Floodplain Area, Shoreline Stability, Fish Blocking Culverts, Impervious Surface Area, Overwater Roads & Structures, Setbacks to OHWM, Urban Runoff</p> <p> Indicators Projected to be Somewhat Worse: None.</p> <p> Indicators Projected to be Much Worse: None</p> <p>Recommendations:</p> <p>-Consider adding a stronger requirement for conservation covenants related to Habitat Conservation Areas and better connecting it with the Vegetation Removal Mitigation requirements of SMP Table 6.2 and SMP Section 6.4.1.</p>

- Consider increasing setbacks for reasonably foreseeable development in the Urban Conservancy, Active Waterfront and Shoreline Residential SEDs.
- Consider where additional Natural SEDs could be applied instead of Shoreline Residential, Urban Conservancy, and/or Active Waterfront.

5 **2.2.3 *Impacts of Regulated Activities***

Many types of shoreline use and modification involve the same development activities. This analysis relies on the descriptions in Figure 2-4 below to evaluate the impacts of reasonably foreseeable development. These descriptions include analyses of 1) the uncontrolled impacts of development activities, 2) the reasonably foreseeable uses associated with the development activities, 3) the proposed regulatory controls of the Draft SMP, and 4) the expected effects of the impact controls.

10 **2.2.4 *No Net Loss Protections***

Where the development controls described above can allow loss of shoreline ecological functions if implemented alone, the Environmental Protection & No Net Loss provisions of SMP Section 4.3 fill the gap to ensure new regulated activities do not result in a loss of ecological function. Like all provisions in SMP Chapter 4, these protections apply to all uses and require a Mitigation Sequence to Avoid, Minimize, Rectify, Reduce over time, Compensate, and Monitor impacts to ecological functions. Furthermore, this section requires new regulated activities to consider cumulative impacts of other reasonably foreseeable development affecting the same shoreline.

15 **Projected Changes to Indicators**

On their own, the provisions of SMP Section 4.3 will prevent overall loss or degradation of ecological functions at the project level, however, they will ensure that each regulated project does not degrade ecological functions. This will effectively prevent any of the potential negative impacts on ecological functions identified in CIA Sections 2.2.1 through and 2.2.3. does not occur, however, The No Net Loss provisions of SMP Section 4.3 do not alter the SMP's improvement of ecological functions are any other beneficial effects identified above.

20 **Recommendations**

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 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.






25 **2.3 *Impacts of Exempt and Unregulated Activities***

As a small and slow growing community, the biggest losses of shoreline ecological functions are expected to occur as a result of existing shoreline development and development that is outside of shoreline jurisdiction or otherwise exempt under the SMP. These impacts are expected in much the same way that impacts from normal usage are considered in CIA Figure 2-4. However, impacts anticipated from this category must rely on existing programs for their control.

There are several local, state, and federal regulations implemented by a variety of agencies that may provide beneficial effects for both development and protection within and affecting Stevenson's shoreline jurisdiction. An incomplete list of such programs is included in ICR Section 1.3. As a result of

implementation of these programs some of the preventative effects of SMP regulations will also be realized. Some additional degradation, however, is also expected as displayed in CIA Figure 2-5.

FIGURE 2-5 ECOLOGICAL IMPACTS OF EXEMPT AND UNREGULATED ACTIVITIES

 Much Worse	 Somewhat Worse	 No Change	 Somewhat Better	 Much Better
None	Available Floodplain Area, Riparian Vegetation, Permanently Protected Areas, PHS Listings, 303(d) Listings, Impervious Surface Area, Urban Runoff	Shoreline Stability, Fish-Blocking Culverts, Wetland Acreage, Overwater Roads & Structures Setbacks to OHWM,	None	None

45 **Recommendations**

- Encourage coordination with other local, state, and federal authorities related to review of projects that are either exempt from shoreline compliance or outside of shoreline jurisdiction.
- Encourage retrofitting existing stormwater collection and treatment located outside of shoreline jurisdiction to improve water quantity and quality expectations before it reaches the shoreline.
- Consider enhancement projects for riparian corridors outside of shoreline jurisdiction.

50

2.4 Impacts of Restoration Activities

While detrimental impacts are the primary concern of the preceding sections, the Shoreline Restoration Plan (RP) focuses on actions that can be taken to benefit ecological functions in shoreline areas. Figure 2-6, details the reach-level impacts expected by implementation of the Shoreline Restoration Plan.

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FIGURE 2-6 ECOLOGICAL IMPACTS OF RESTORATION PLAN

Shoreline Reach	Impact Narrative	Projected Indicator Changes											
		Available Floodplain Area	Riparian Vegetation	Shoreline Stability	Fish-Blocking Culverts	Permanently Protected Areas	PHS Listings	Wetland Acreage	303(d) Listings	Impervious Surface Areas	Overwater Roads & Structures	Setbacks to OHWM	Urban Runoff
All Reaches	Some level of improvement in indicators is expected based on the following general projects: R.0 – Identifying that future restoration projects are likely but have not been identified will improve the effectiveness of the Restoration Plan in all reaches. R.10 – Identifying restoration partners will improve the implementation of restoration projects in all reaches. R.11 – Implementing the CAO is dealt with in CIA Section 2.3, above. R.12 – Promoting statewide improvements in the regulation of wetlands will ensure impacts are avoided whenever wetlands exist in shoreline areas. R.14 – Providing incentives for restoration projects will benefit ecological functions in all reaches.	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑
Columbia River Reach 1 – East Urban Area	R.5 – Invasive aquatic, riparian and terrestrial species exist along all shoreline reaches and their removal will benefit water quality, water quantity and habitat functions. R.7 – Kanaka Creek separates Columbia River Reaches 1 & 2. This fish-bearing stream has passage barriers along its length. Correction of these barriers will benefit water quantity and habitat functions for these 2 reaches.	↑	↑	→	↑	→	↑	→	→	→	→	→	→
Columbia River Reach 2 – Downtown Waterfront	R.5, R.7, R.10, R.15 – See descriptions in CR1, above. R.3 – By completing its Stevenson Shoreline Restoration & Enhancement Project the Port of Skamania County will soften riprap armoring and eliminate excessive erosion in the Downtown Waterfront reach. This will benefit water quality, water quantity, and habitat.	→	↑	↑	↑	↑	↑	→	→	↑	↑	↑	→
Columbia River Reach 3 – West Urban Area	R.5 – See description in CR1, above.	→	↑	→	→	→	↑	→	→	↑	→	→	↑

Shoreline Reach	Impact Narrative	Projected Indicator Changes											
		Available Floodplain Area	Riparian Vegetation	Shoreline Stability	Fish-Blocking Culverts	Permanently Protected Areas	PHS Listings	Wetland Acreage	303(d) Listings	Impervious Surface Areas	Overwater Roads & Structures	Setbacks to OHWM	Urban Runoff
Rock Creek Reach 1 – City Reach	R.5 – See description in CR1, above. R.1 – Continued implementation of this project will help this reach recover a steady-state after being overwhelmed with sediment from the Piper Road landslide. R.2 – Removal of this bridge and all associated pilings will benefit flood and fish passage through the system and greatly improve water quantity and habitat functions. R.8 – Removal of this derelict near-stream structure will improve water quality, water quantity, and habitat functions. R.13 – Replacing the direct stormwater outfall with an engineered treatment system will improve water quality from this outfall, which drains a substantial portion of the city’s residential core.	↑	↑	↑	↑	→	↑	→	↑	↑	↑	↑	↑
Rock Creek Reach 2 – County Reach	R.1, R.2 – See description in RC1, above. R.5 – See description in CR1, above.	↑	→	↑	→	→	↑	→	→	→	→	→	→
Rock Cove Reach	R.1 – See description in RC1, above. R.5 – See description in CR1, above. R.4 – Rehabilitating Rock Cove involve removing invasive species, improving depth-to-width ratios, removing derelict creosote piles, and removing other remnants of the waterbody’s industrial past. Doing so will improve water quality, water quantity, and habitat functions. R.6 – Replacing the culvert for Foster Creek, which provides a fresh source of surface water to Rock Cove will remove a fish-passage barriers and will benefit water quantity and habitat functions for this reach R.9 – Redevelopment of the Old Hegewald Mill site could involve removal of invasive species and recolonization by native species and improvement of water quality measures for the largely impervious site. This will improve water quality and habitat functions.	↑	↑	→	↑	→	↑	↑	↑	↑	→	↑	
Ashes Lake Reach	No specific restoration projects are identified for this reach.	→	→	→	→	→	→	→	→	→	→	→	

Chapter 3 – Cumulative Impacts Analysis

3.1 Net Effect of Impacts

5 The combination of the projected changes in indicators of shoreline ecological functions based on the
CIA Figure 2-1, above enables a cumulative impacts analysis. In most cases, as described below,
implementation of the draft SMP as it relates to foreseeable development as well as implementation of
the Restoration Plan, will likely lead to improved ecological functions in Stevenson’s shoreline areas.
While 3 indicators of ecological function are expected to decline after SMP implementation, there are
protections in place to ensure the decline of the indicator will not lead to a decline of the underlying
ecological function. Chapter 2 of this report identifies some additional protections and changes that
10 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.

3.2 Gained Ecological Functions

15 The following indicators of ecological function are expected to improve if this draft SMP is
implemented.

3.2.1 Available Floodplain Area

20 In general shoreline use and development will not change the available floodplain area, however, the
projects of the restoration plan will lead to improvements in several reaches. As a result, the ecological
functions related to this indicator are likely to see the greatest improvement.

3.2.2 Riparian Vegetation

25 The vegetation conservation, removal and mitigation requirements of the SMP are likely to lead to
another of the greatest improvements in indicators of ecological function expected through this SMP.
The inclusion of restoration projects furthers the benefit and improvement of ecological functions
related to this indicator is expected in all reaches.

3.2.3 Shoreline Stability

The Restoration Plan projects are the primary determinants for improved ecological functions based on
the Shoreline Stability indicator, and the expected improvements are limited to both Rock Creek
reaches.

3.2.4 Fish-Blocking Culverts

30 Fish-blocking culverts should largely be a concept of the past based on existing permit requirements.
Where they currently exist, the Restoration Plan projects prioritize removal, and this should lead to an
improvement of ecological functions, especially based on the Kanaka Creek, Foster Creek, and Rock
Creek Drive Bridge projects.

35 **3.2.5 *Permanently Protected Areas***

Where development is expected, the designation of permanently protected areas can also be expected based on SMP provisions requiring conservation covenants for critical areas protection. Ecological functions related to this indicator are likely to improve in all reaches except Ashes Lake.

40 **3.2.6 *PHS Listings***

Wherever Riparian Vegetation and Permanently Protected Areas are improved, the quality habitat for PHS Listings should also improve based on the critical areas protections of SMP Section 4.4.

45 **3.2.7 *Wetland Acreage***

Protections for wetlands are included in SMP Section 4.4, and the Restoration Plan considers projects that will enhance the City's ability to protect and improve wetland functions in shoreline areas.

45 **3.2.8 *Overwater Roads & Structures***

Protections related to new Overwater Roads & Structures together with Restoration Plan projects to remove them where they currently exist will lead to an improvement of ecological functions related to this indicator, especially in the Downtown Waterfront, Rock Cove, and Rock Creek reaches.

50 **3.2.9 *Urban Runoff***

Citywide implementation of the Stormwater Management Manual for Western Washington along with voluntary retrofitting and stormwater treatment identified in the Restoration Plan will improve the quality and quantity of runoff received by Stevenson Shorelines. Ecological functions related to this indicator are likely to improve as a result.

55 **3.3 *Lost Ecological Functions***

Based on the current draft SMP, some reduction in ecological function is expected through the following indicators.

60 **3.3.1 *303(d) Listings***

The most variable of the indicators analyzed, 303(d) Listings are largely based on ecosystem-wide processes beyond the scope of this SMP. Protections and restoration related to the SMP and the Restoration Plan exist, but are unlikely to change downward water quality trends, especially in the Columbia River and Rock Cove reaches.

65 **3.3.2 *Impervious Surface Area***

Continued development is expected to occur in shoreline areas and will have an unavoidable impact on total impervious surface coverage. The draft SMP includes some offsets for the underlying ecological functions, but there is expected to be a decrease in rating for this indicator.

65 **3.3.3 *Setbacks to OHWM***

Similarly, continued development is expected to increase the number of structures in the shoreline area and in all but Columbia River Reach 1, this indicator is expected to decrease. However, the draft SMP includes some offsets to the underlying ecological functions impacted by this decrease.

70 3.4 Achievement of No Net Loss

Per the SMA guidance, an SMP must allow “the utilization of shorelines for economically productive uses that are particularly dependent on shoreline location and provides preferential accommodation of single-family uses” while achieving “no net loss” of ecological functions. As this analysis shows, Stevenson’s Draft SMP balances standards of protection to shorelines while allowing and
75 accommodating appropriate shoreline uses and developments justifying that the no net loss standard has been satisfied.

3.4.1 Key Programmatic Protections

The Draft SMP protects shorelines while still accommodating preferred shoreline uses and recognizing private property rights. The proposed regulations are based on a detailed inventory of ecosystem-wide and shoreline reach conditions as well as detailed knowledge about threats facing shoreline resources.
80

- Shoreline environment designations to protect or enhance the current or desired character of shorelines.
- A system of Prohibited, Conditional, and Permitted uses that provides additional controls leading to the current or desired character of shorelines.
- 85 • General policies and regulations intended to protect the shoreline functions, as well as policies designed to protect specific shoreline functions, such as water quality, water quantity, vegetation, and habitat.
- Specific vegetation conservation standards combined with use setbacks and reach-specific riparian area buffers to protect shoreline ecological functions.
- 90 • Critical areas regulations to provide protections for wetlands, fish and wildlife habitat, critical aquifer recharge areas, flood hazard areas, and geologically hazardous areas.
- Local, state, and federal regulations to ensure that shoreline impacts are avoided, minimized, and/or mitigated.
- Restoration activities and programs that are expected to improve shoreline functions. These
95 non-regulatory enhancement and restoration activities are likely to offset or minimize potentially adverse unanticipated and/or incremental cumulative impacts within the County’s shoreline jurisdiction.

One of the primary ways that no net loss is achieved in the SMP is through vegetation removal and mitigation provisions. The SMP relies on reach-specific shoreline buffers to determine appropriate
100 riparian habitat buffers where heightened standards exist for all types of vegetation removal. Outside of buffer areas, the mitigation requirements of SMP Table 6-2 also apply to removal of all trees in shoreline jurisdiction.

3.4.2 Degraded Indicators vs. Loss of Function

This analysis relies on the several indicators of ecological functions that were established in the Inventory & Characterization Report. These indicators provide measurable comparisons for certain
105 aspects of ecological functions, but changes in-and-of-themselves are not a direct statement of ecological functions. The assessment of indicators related to altered conditions is particularly troublesome in making direct comparisons to net loss of functions, because, as stated above the establishment of economically productive uses in shoreline areas is encouraged. As a result, a
110 balancing act is necessary to ensure additional altered conditions are coupled with improvements to

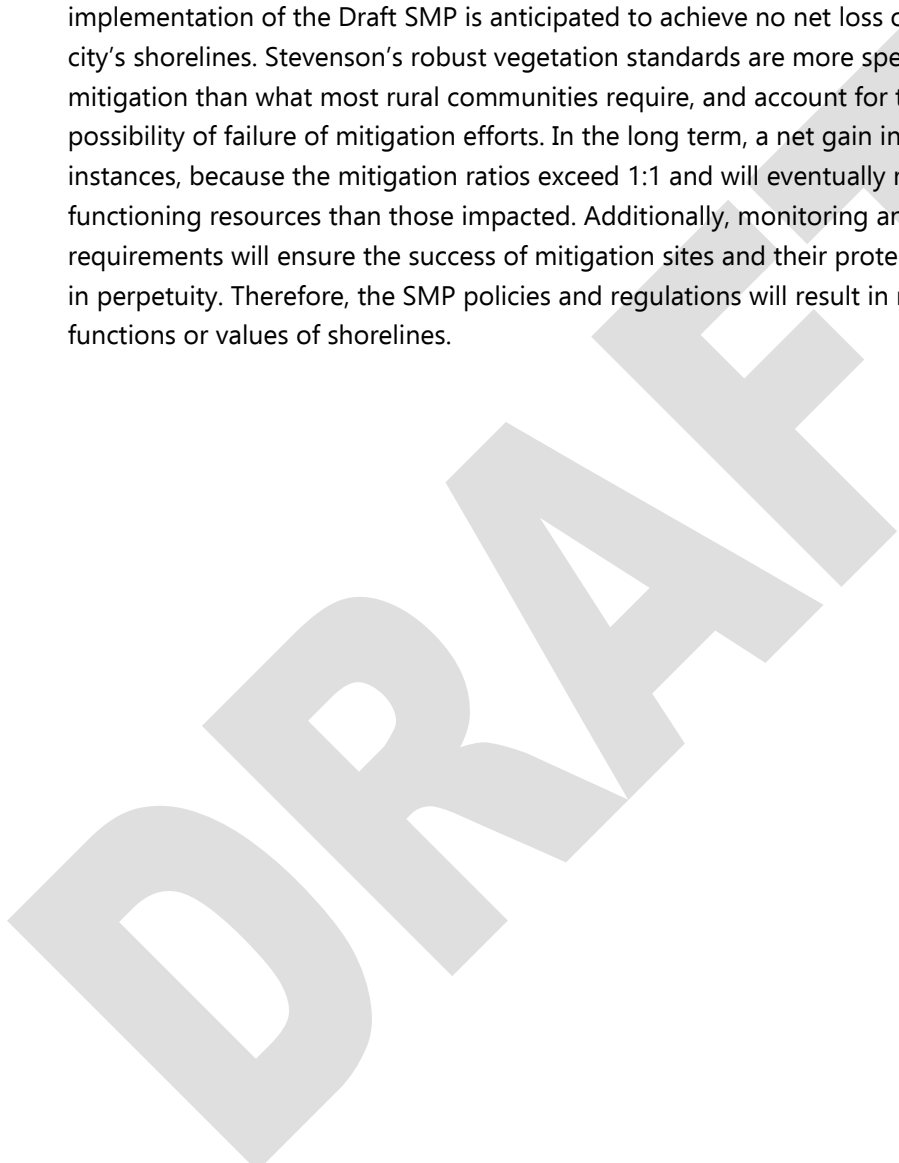
the indicators related to the physical and biological environment, and more importantly, the water quality, water quantity, and habitat functions of the shoreline. CIA Section 3.2 and 3.3 demonstrate the success of this balancing act within Stevenson’s shoreline jurisdiction.

3.4.3 Conclusion

115 Given the policy guidance and regulatory requirements proposed, including the implementation of the shoreline restoration plan and the key vegetation removal and setback features listed above, the implementation of the Draft SMP is anticipated to achieve no net loss of ecological functions in the city’s shorelines. Stevenson’s robust vegetation standards are more specific and require greater mitigation than what most rural communities require, and account for temporal losses and the possibility of failure of mitigation efforts. In the long term, a net gain in functions is likely in many instances, because the mitigation ratios exceed 1:1 and will eventually result in larger, better functioning resources than those impacted. Additionally, monitoring and conservation covenant requirements will ensure the success of mitigation sites and their protection from future development in perpetuity. Therefore, the SMP policies and regulations will result in no net loss of ecological functions or values of shorelines.

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Title 18 – Environmental Protection

SMC 18.08 Shoreline Management

SMC 18.08.010 Administration Authorized.

- A. The “Shoreline Administrator” or “Administrator” or that person’s designee, is hereby vested with:
 - 1. Overall responsibility for administering this chapter in compliance with the Shorelines Management Act of 1971 (SMA).
 - 2. Authority to issue Minor Project Authorizations in accordance with the policies and provisions of this chapter.
 - 3. Authority to issue Shoreline Substantial Development Permits for limited utility extensions or construction of bulkheads in accordance with WAC 173-27-120 and the policies and provisions of this chapter.
 - 4. Authority to issue written administrative interpretations of this chapter after consultation with the Department of Ecology.
 - 5. Authority to make recommendations to the Planning Commission on the review and issuance of shoreline permits.
- B. The City of Stevenson Planning Commission is hereby vested with:
 - 1. Authority to issue shoreline permits as required herein. “Shoreline permits” include Shoreline Substantial Development Permits, Shoreline Conditional Use Permits, and Shoreline Variances.

SMC 18.08.020 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 Management Program” or “SMP,” adopted _____, as well as a map which shall be officially known as the “Shoreline Environment Designation Map.” These documents shall be made available to the general public upon request.
- B. The Shoreline Environment Designation Map generally shows the shoreline areas of the city which are under the jurisdiction of the Act and the shoreline environments as they affect the various lands and waters of the city. The precise location of shoreline jurisdiction and shoreline environment boundaries shall be determined according the appropriate provisions of the SMP.

SMC 18.08.050 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 Management Program.
- 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.
4. Any portion of the Ashes Lake shoreline which is annexed into the city; provided, the annexed shoreline has been predesignated within the SMP.

SMC 18.08.080 Shoreline Permits & Approvals—Required When.

- A. Any person wishing to undertake activities requiring a Minor Project Authorization or a shoreline permit (Shoreline Substantial Development Permit, Shoreline Conditional Use Permit, or Shoreline Variance) within shoreline jurisdiction shall apply to the Shoreline Administrator for the appropriate approval.
- B. In addition to the provisions contained herein, the authorization to undertake use or development in shoreline jurisdiction is subject to review according to the applicability, criteria, and process described in the SMP, especially SMP Chapter 2.

SMC 18.08.100 Permits—Application Procedure.

- A. Any person required to comply with the Shorelines Management Act of 1971 and this chapter shall obtain the proper application forms from the city planning department. The completed application shall then be submitted to the shoreline administrator.
- B. Upon receipt of an application, the shoreline administrator shall determine which category of proposal has been submitted:
 1. Category A applications involve requests for all shoreline permits, including a) Shoreline Substantial Development Permits, b) Shoreline Conditional Use Permits, c) Shoreline Variances, and d) revisions to any previously authorized Category A proposal.
 2. Category B applications involve requests for a) a Minor Project Authorization issued pursuant to WAC 173-27-050, b) limited utility extensions and bulkheads approved pursuant to WAC 173-27-120, c) revisions to any previously authorized Category B proposal, and d) extensions of shoreline substantial development permits and Minor Project Authorizations.
- C. After determining the application category, the administrator will then review the application for completeness according to this chapter and the SMP.

SMC 18.08.110 Permits—Notice of Application.

- A. Within 14 days after a determination of completeness under SMC 18.08.100, the Shoreline Administrator shall provide a notice of application for all Category A proposals as follows:
 1. Content. The content of notice shall be identical to that set forth in WAC 173-27-110(2). In addition, the notice shall state the time and place of the open record public hearing to be held for the Category A proposal.
 2. On-Site Notice. No less than 2 notices shall be posted by the administrator in conspicuous places on or adjacent to the subject property.
 3. Mailing. The notice shall be mailed to a) the land owner, b) all property owners of record within a radius of 300 feet of the exterior boundaries of the subject property, c) all agencies with jurisdiction per chapter 43.21C RCW, and d) individuals, organizations, tribes, and agencies that request such notice in writing.

4. Newspaper. The notice shall be published at least once a week, on the same day of the week, for two consecutive weeks in a newspaper circulating and published within the city.
- B. Category B proposals reviewed under WAC 173-27-120 require the same notice of application as Category A proposals. All other Category B proposals do not require notice of application.

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.

SMC 18.08.140 Permits—Interested Parties—Comment Period.

- A. For any Category A proposal, any member of the public may provide written comments for 30 days after the last publication of the notice of application.
- B. For Category B proposals reviewed under WAC 173-27-120, any member of the public may provide written comments for 20 days after the last publication of the notice of application.
- C. During the public comment periods established in this section, any member of the public may also request to be notified of the action taken by the City.

SMC 18.08.180 Planning Commission Action—Category A Proposals.

- A. No authorization to undertake proposed Category A use or development shall be granted by the Planning Commission until at least one open record public hearing has been held and the proposed use and development is determined to be consistent with the policy and provisions of the SMA and the SMP.
- B. At the public hearing scheduled for consideration of a Category A proposal by the planning commission, the commission shall, after considering all relevant information available and evidence presented to it, either grant, conditionally grant, or deny the permit.
- C. In granting or revising a permit, the commission may attach thereto such conditions, modifications and restrictions regarding the location, character and other features of the proposed development as it finds necessary. Such conditions may include the requirement to post a performance bond assuring compliance with other permit requirements, terms and conditions.
- D. The decision of the planning commission shall be the final decision of the city on all applications for Category A proposals. The commission shall render a written decision including findings, conclusions and a final order, and transmit copies of its decision to the persons who are required to receive copies of the decision pursuant to Section 18.08.190.

SMC 18.08.185 Shoreline Administrator Action—Category B Proposals.

- E. No authorization to undertake proposed Category B use or development shall be granted by the Shoreline Administrator unless upon review the use or development is determined to be consistent with the policy and provisions of the SMA and the SMP.

- F. The administrator shall, after considering all relevant information available and evidence presented, either grant, conditionally grant, or deny the proposal.
- G. In granting or revising a permit, the administrator may attach thereto such conditions, modifications and restrictions regarding the location, character and other features of the proposed development as it finds necessary. Such conditions may include the requirement to post a performance bond assuring compliance with other permit requirements, terms and conditions.
- H. The decision of the administrator shall be the final decision of the city on all applications for Category B proposals. The administrator shall render a written decision including findings, conclusions and a final order, and transmit copies of its decision to the persons who are required to receive copies of the decision pursuant to Section 18.08.190.

SMC 18.08.190 Notification and Filing of Action. Within 5 days of a final decision by the City, the City will mail the permit using return receipt requested mail as provided in this section. Final decision by the City shall mean the order or ruling, whether it be approval or denial, which is issued by the Planning Commission under SMC 18.08.180 or the shoreline administrator under SMC 18.08.185. When a shoreline substantial development permit and a shoreline conditional use permit or shoreline variance are required for a development, the submittal shall be mailed simultaneously.

- A. Recipients. All applications for Category A and Category B proposals shall be transmitted to:
 1. The applicant;
 2. Ecology;
 3. The Washington State Attorney General;
 4. Any party of record established as a result of SMC 18.08.140 and/or SMC 18.08.180.
- B. Content. A complete submittal shall consist of the following documents and information:
 1. A copy of the complete application;
 2. Findings and conclusions that establish the basis for the decision (e.g., identification of shoreline environment designation, applicable SMP policies and regulations, the consistency of the project with appropriate review criteria for the type of permit(s) or approval as established in the SMP, etc.);
 3. The final decision of the City;
 4. The permit data sheet required by WAC 173-27-190;
 5. Where applicable, the City shall also file the documents required by chapter 43.21C RCW, the State Environmental Policy Act, or an appropriate summary thereof;
 6. When the project has been modified in the course of the local review process, plans or text shall be provided that clearly indicate the final approved plan.
- C. Date of Filing. Submittal of substantial development permits, conditional use permits, variances, rescissions and revisions is complete when Ecology determines that all of the documents listed above are received according to WAC 173-27-130(5). The actual date will be determined by Ecology as follows:
 1. "Date of filing" of the City's final decision on a substantial development permit is the date of actual receipt by Ecology of the City's final decision on the permit.
 2. "Date of filing" involving approval or denial of a shoreline variance or shoreline conditional use permit is the date of transmittal of Ecology's final decision on the shoreline variance or shoreline conditional use permit to the City and the applicant.

3. “Date of filing” involving both a substantial development permit and a shoreline conditional use permit and/or shoreline variance is the date of transmittal of Ecology’s final decision on the shoreline variance or shoreline conditional use permit to the City and the applicant.

SMC 18.08.200 Appeal from Permit Decision. Any person aggrieved by the granting or denying of a substantial development permit, conditional use permit, variance, or by the rescinding of a permit pursuant to the provisions of this chapter may seek review from the Shorelines Hearing Board. Such an appeal must be filed as a request for the same within 21 days of receipt of the final order and by concurrently filing copies of such request with Ecology and the Attorney General’s office. The State Hearings Board regulations of RCW 90.58.180 and Chapter 461-08 WAC apply. A copy of such appeal notice shall also be filed promptly with the City of Stevenson. Upon issuance of a final order after an appeal, the City shall provide said order to Ecology according to WAC 173-27-130(10).

SMC 18.08.200 Appeal from Administrator Decision. Any person aggrieved by the Administrator’s granting or denying of a Category B proposal may seek review from the Planning Commission. Such an appeal must be filed as a request for the same within 21 days of receipt of the administrator’s decision. Upon issuance of a final order after an appeal, the City shall provide notice of said order pursuant to SMC 18.08.190.

SMC 18.08.210 Permit Issuance and Effect.

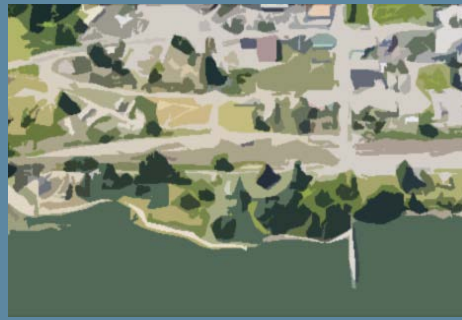
- A. The effective date of a substantial development permit shall be the date of filing as provided in RCW 90.58.140(6).
- B. Each shoreline permit shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until 21 days from the date of filing with Ecology, per WAC 173-27-190 or as subsequently amended, or until all review proceedings initiated within 21 days from the date of such filing have been terminated.
- C. Issuance of a permit does not obviate the applicant from meeting requirements of other federal, state and county permits, procedures and regulations.

SMC 18.08.220 Permit Duration—Extensions.

- A. Construction activities shall be commenced, or where no construction activities are involved, the use or activity shall be commenced within 2 years of the effective date of an authorization or shoreline permit issued under this chapter. However, the city may authorize a single extension for a period not to exceed one year based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to Ecology and parties of record on the original authorization or permit.
- B. Authorization to conduct development activities shall terminate 5 years after the effective date of an authorization or shoreline permit. However, the City may authorize a single extension for a period not to exceed one year based on reasonable factors, if a request for extension has been filed before the expiration date and notices of the proposed extension is given to Ecology and parties of record on the original authorization or permit.
- C. Upon a finding of good cause, based on the requirements and circumstances of the specific project proposed and consistent with the policies and provisions of the SMP and WAC 173-27,

STEVENSON

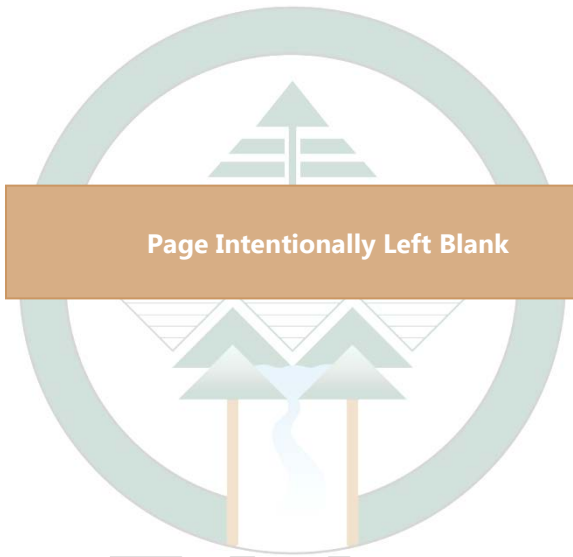
SHORELINE MASTER PROGRAM



City of Stevenson
Planning Commission Recommended Draft
Shoreline Master Program

December 2018

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Recommended

Chapter 1 – Introduction & Goals

1.1 Title

This document shall be known and may be cited as the Stevenson 2018 Shoreline Master Program (SMP).

5 1.2 Adoption Authority

This SMP is adopted under the authority granted by the Shoreline Management Act (SMA) of 1971 embodied in the Revised Code of Washington (RCW) Chapter 90.58 and in compliance with the Shoreline Master Program guidelines contained in Washington Administrative Code (WAC) 173-26 as may be hereafter amended.

10 1.3 Shoreline Jurisdiction

1.3.1 Shoreline Management Act Jurisdiction Definition

As defined by the SMA, "shoreslines of the state" include certain waterbodies plus their associated "shorelands." At a minimum, the waterbodies designated as "shoreslines" in Stevenson are streams and rivers whose mean annual flow is 20 cubic feet per second (cfs) or greater and lakes of 20 acres or larger. Streams and rivers with mean annual flow of 1,000 cfs or greater (west of the Cascade Range) are designated as "shoreslines of statewide significance." Collectively, shoreline jurisdiction includes these waters, the lands underlying them, all shorelands extending landward a minimum of 200 feet in all directions, as measured on a horizontal plane from the ordinary high water mark (OHWM); floodways and contiguous floodplain areas landward 200 feet from such floodways; and all wetlands and river deltas associated with the streams and lakes which are subject to the provisions of this chapter. Such associated wetlands may extend beyond the minimum distance. For any streams and rivers partly within shoreline jurisdiction, jurisdiction starts from an upstream point where the mean annual flow is 20 cfs and continues downstream from that point.

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 3 waterbodies which are regulated by this SMP. The Columbia River is a shoreline of statewide significance. Rock Cove and Rock Creek are also included as shoreslines of the state in this SMP as depicted on the Shoreline Environment Designation maps in Appendix A. In addition, shoreline jurisdiction also includes the associated wetlands of these waterbodies, however, the City's shoreline jurisdiction does not include optional areas of 100-year floodplain or buffers for critical areas.

This SMP also predesignates areas which are located within the City's Urban Area boundary but currently outside of city limits. Such areas will be considered within Stevenson's shoreline jurisdiction upon annexation. Predesignated areas include extended reaches along the Columbia River, and Rock

Creek, as well as a small reach along Ashes Lake. This SMP does not apply within predesignated areas until the areas are annexed to the City, as consistent with WAC 173-26-150 and -160.

40 **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).

45 The boundaries of the shoreline jurisdiction on the maps are approximate. The actual extent of shoreline jurisdiction shall be based upon an on-site inspection and 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.

1.4 Vision, Goals, & Purpose of the Shoreline Master Program

1.4.1 Overall Vision & Goals

50 As taken from the 2013 Stevenson Comprehensive Plan, Stevenson's citizens' hope for the future is to look at their town and honestly say:

"Stevenson is a friendly, welcoming community that values excellent schools and a small town atmosphere. The natural beauty is enjoyed by residents and visitors through a network of recreational opportunities. The strength of Stevenson's economy is built upon high quality infrastructure and a vibrant downtown that provides for residents daily needs. Stevenson takes advantage of our unique location on the Columbia River by balancing jobs, commerce, housing and recreation along the waterfront."

55 This vision is founded on the citizens 4 cornerstone principles: High Quality of Life, Natural/Scenic Beauty, Healthy Economy, and Active Waterfront. This SMP includes 7 goals that tie together each cornerstone principle and advance shoreline jurisdictional areas toward the City's overall vision.

- 60 1. **Economic Development** – The shorelines of Stevenson are used by economically productive businesses that are particularly dependent on their shoreline location.
2. **Public Access & Recreation** – The shorelands and shoreline waterbodies of Stevenson support a network of public access, recreation and navigational opportunities.
- 65 3. **Natural Resources & Ecological Functions** – Development within shoreline jurisdiction does not result in a net loss of the ecological functions performed by the City's shoreline areas.
4. **Historic & Cultural Resources** – Waterfront buildings, sites, and resources having historic, cultural and educational value are protected for future generations.
5. **Public Facilities & Utilities** – Utilities, streets, and public facilities provide a high quality backbone of services that support other shoreline goals.
- 70 6. **Property Rights & Single-Family Dwellings** – Single-family homes are located in appropriate places along Stevenson's shorelines and private property rights are protected consistent with the public interest.
7. **Coordinated Management** – Development and use of Stevenson's shorelines advance local, state, and national interests.
- 75

1.4.2 Purpose of this SMP

The purpose of the SMP is to:

1. Guide the balanced development of industrial, commercial, residential recreational and natural uses of Stevenson's shorelines in accordance with local goals in compliance with the requirements of the SMA.
2. Support development of improved shoreline access in the Stevenson area.
3. Reduce impediments to attracting waterfront investors.
4. Ensure that use and development under the SMP will result in no net loss of ecological functions.
5. Ensure optimum implementation of the SMA for projects along the Columbia River, a shoreline of statewide significance.
6. Protect, enhance, and maintain natural, scenic, historic, architectural, and recreational qualities along the Columbia River.
7. Provide prompt, predictable, open, and uncomplicated processes for the fair and equitable review of shoreline proposals in Stevenson.

1.5 Shoreline Master Program Applicability to Development

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.

This SMP shall apply to every person, individual, firm, partnership, association, organization, corporation, local or state governmental agency, public or municipal corporation, or other non-federal entity that 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. Please see SMP Chapter 2 below for more information on when a permit is required. The SMP applies to all review activities (i.e. shoreline uses, development, and modifications) proposed within shoreline jurisdiction. Some review activities under this program do not require a shoreline substantial development permit. However, such activities must continue to demonstrate compliance with the policies and regulations contained in this SMP in accordance with WAC 173-27-040(1)(b) and be authorized by a minor project authorization.

1.6 Relationship to Other Plans and Regulations

In addition to obtaining authority to undertake shoreline use, development, or modification in accordance with the SMP, applicants must also comply with all applicable federal, state, or local statutes or regulations. These may include, but are not limited to, a Section 404 Dredge & Fill Permit by the U.S. Army Corps of Engineers (USACE), Section 401 Water Quality Certification by the Washington Department of Ecology (Ecology), Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW), and State Environmental Policy Act (SEPA) approval (RCW Chapter 43.21 and WAC Chapter 197-11). The Stevenson Municipal Code also applies, including Title 15 "Buildings and Construction", Title 17 "Zoning", and Title 18 "Environmental Protection", and all other applicable code provisions. Applicants must also comply with the Stevenson Comprehensive Plan and any applicable subarea plan.

The City's Shoreline Administrator or designee should inform applicants for shoreline development of all applicable regulations to the best of the Shoreline Administrator's knowledge, provided that the final responsibility for complying with all statutes and regulations shall rest with the applicant.

120 **1.7 Liberal Construction**

As provided for in RCW 90.58.900, Liberal Construction, the SMA is exempted from the rule of strict construction; the SMA and this SMP shall therefore be liberally construed to give full effect to the purposes, goals, objectives, and policies for which the SMA and this SMP were enacted and adopted.

125 **1.8 Organization of this Shoreline Master Program**

This SMP is divided into 7 chapters:

Chapter 1 – Introduction: Provides general background information on the purpose of the SMP and explains shoreline jurisdiction, the SMP's applicability to development and actions within the shoreline, and the organization of the document.

130 **Chapter 2 – Administrative Provisions:** Provides a system by which Minor Project Authorizations and Shoreline Permits, (i.e., substantial development, conditional use, and variance) are considered.

Chapter 3 – Shoreline Environment Designation Provisions: Defines the environmental designations of all the shorelines of the state in the City's jurisdiction. Designation criteria and management policies and regulations specific to the 5 designated shoreline environments (Aquatic, Natural, Shoreline Residential, Urban Conservancy, and Active Waterfront) are detailed in this chapter.

135 **Chapter 4 – General Provisions for All Uses:** Articulates the goals and policies of the SMP that establish the foundation for all other portions of the SMP. In addition, this chapter contains general provisions which are policies and regulations that apply to all shoreline use and development regardless of its location or the Shoreline Environment Designation in which it is located. Topics addressed in this chapter include archaeological and historic resources, critical areas, flood hazards, public access, water quality, and shorelines of statewide significance.

140 **Chapter 5 – Specific Shoreline Use Provisions:** Details the policies and regulations applicable to specific shoreline use categories (e.g., aquaculture, commercial, industrial, boating facilities and overwater structures, residential, recreation, transportation, utilities), based on the Shoreline Environment Designation in which the use is proposed to locate.

145 **Chapter 6 – Shoreline Modification Provisions:** Details the policies and regulations applicable to activities that modify the physical configuration or qualities of the land- water interface, including dredging, excavation, fill, restoration, and stabilization.

Chapter 7 – Definitions: Provides definitions for words and terms used in the SMP.

150 **1.9 Periodic Review & Amendments to the Shoreline Master Program**

1. Any provisions of this SMP, including the map adopted in Appendix A, may be amended as provided for in RCW 90.58.120 and .200 and WAC 173-26.
2. This SMP shall be periodically reviewed and amendments shall be made as are necessary to reflect changing local circumstances, new information, or improved data, and changes in state statutes and regulations. Periodic review of this SMP is subject to the process, timeline and frequency adopted in RCW 90.58.080 and WAC 173-26-090.

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3. As part of the required SMP periodic review, an evaluation report assessing the effectiveness of the SMP in achieving no net loss shall be prepared and considered in determining whether policies and regulations are adequate in achieving this requirement.
4. The SMP periodic review and amendment process shall be consistent with the requirements of WAC 173-26 or its successor and shall include a local citizen involvement effort and public hearing to obtain the views and comments of the public.
5. Amendments or revisions to the SMP, as provided by law, do not become effective until approved by Ecology.

1.10 Effective Date

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This SMP and all amendments thereto shall take effect 14 days from the date of Ecology's written notice of final action (RCW 90.58.090(7)), and shall apply to new applications submitted on or after that date and to applications that have not been determined to be fully complete by that date. Appendix B is provided as a location to curate the dates and text of Ecology's written notices of final action.

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Chapter 2 – Administrative Provisions

2.1 Purpose & Applicability

Unless specifically exempted by statute, all uses and development occurring within shoreline jurisdiction must conform to Chapter 90.58 RCW, the SMA and this SMP whether or not a Shoreline Permit (i.e., Shoreline Substantial Development Permit, Shoreline Conditional Use Permit, Shoreline Variance) is required. This Chapter 1) establishes an administrative system assigning responsibilities for implementation of the SMP and shoreline permit review; 2) prescribes an orderly process by which to review proposals and permit applications; and 3) ensures that all persons affected by this SMP are treated in a fair and equitable manner. Where inconsistencies or conflicts with the Stevenson Municipal Code (SMC) exist, this SMP shall prevail. SMP Figure 2.1 – Shoreline Authorizations provides a summary highlighting key information about shoreline permits and authorizations.

FIGURE 2.1 – SHORELINE AUTHORIZATIONS

Authorizing Entity	Shoreline Administrator		Planning Commission	Planning Commission & Department of Ecology	
Authorization Type General explanation of when each authorization applies to proposals.	MPA For authorizations of activities listed in WAC 173-27-040. Typically these projects <u>do not</u> exceed the state-established fair market value threshold, involve normal repair of existing uses, are emergencies, or involve other activities in WAC 173-27-040.	SSDP w/ Special Procedures For authorizations of limited utility extensions and bulkheads subject to the procedures in WAC 173-27-120.	SSDP For typical permits involving shoreline uses, developments, and/or modifications which exceed the state-established established fair market value threshold or are otherwise subject to receipt of a SSDP.	SCUP For special permits allowing listed and/or unlisted shoreline uses, developments or modifications..	SVAR For special permits allowing shoreline uses, developments, and/or modifications inconsistent with identified standards related to height, setback, bulk, etc.
SMP Reference	SMP 2.5, SMC 18.08.00, SMC 18.08.185	SMP 2.6, SMC 18.08.100, SMC 18.08.185	SMP 2.6, SMC 18.08.180	SMP 2.7, SMC 18.08.180, SMC 18.08.235	SMP 2.8, SMC 18.08.180, SMC 18.08.235
Timeframe	Varies depending on state specifications. 10-60 days		80 Days	110 Days	
Appeals	Planning Commission		State Shorelines Management Hearings Board	State Shorelines Management Hearings Board	

At-a-Glance Permits and Authorizations Allowed under this SMP

Where there is inconsistency between this figure and the text of this SMP or SMC 18.08, the text shall prevail. The decision timeframes begin upon receipt of a complete application and provide an ideal range. Some variation should be expected.

2.2 Shoreline Administrator

As provided herein, the Shoreline Administrator is given the authority to interpret and apply, and the responsibility to enforce, this SMP and SMC 18.08 in compliance with the SMA.

2.3 Pre-Application Procedures

2.3.1 Pre-Application Conference – Required

20 A pre-application conference for all proposed review activities within shoreline jurisdiction is required.
The Shoreline Administrator may waive this requirement if the applicant requests such in writing and
demonstrates that the usefulness of a pre-application meeting is minimal.

2.3.2 Pre-Application Conference – Purpose & Outcomes

25 The purpose of the pre-application conference is to review the applicant's proposal and for the
Shoreline Administrator to explain the type of permitting procedures necessary to ensure compliance
with this SMP. A written summary of this conference may be prepared to assist the remainder of the
review process. This summary should include a description of the proposal, contact information for the
applicant and any consultants assisting the applicant, a listing of the permits required, and any special
submittal requirements necessary for to ensure compliance with this SMP.

2.3.3 Determination of Ordinary High Water Mark

30 For any development where a determination of consistency with the applicable regulations requires a
precise location of the OHWM, the mark shall be located precisely with assistance from Ecology and
City staff, or a qualified professional, and the biological and hydrological basis for the location shall be
included in the development plan. Where the OHWM is neither adjacent to or within the boundary of
35 the project, the plan shall indicate the distance and direction to the nearest OHWM of a shoreline.

2.4 Permit Process

2.4.1 Permission Required

1. Any person wishing to undertake 1) activities requiring a Minor Project Authorization, or 2)
40 activities requiring a Shoreline Permit shall apply to the Shoreline Administrator for appropriate
permissions.
2. Activities exempt from obtaining permission under this SMP include projects:
 - a. Covered under an Environmental Excellence Program Agreement entered into under RCW
43.21K. (RCW 90.58.045)
 - b. Involving a certification from the governor pursuant to RCW 80.50. (RCW 90.58.140(9))
 - 45 c. Involving rights established by treaty to which the United States is a party. (RCW 90.58.350)
 - d. Conducting remedial action at a facility pursuant to a consent decree, order, or agreed order
issued pursuant to RCW 70.105D. (RCW 90.58.355(1))
 - e. Installing site improvements for stormwater treatment in an existing boatyard facility to meet
NPDES permit requirements. (RCW 90.58.355(2))
 - 50 f. Initiated by WSDOT and meeting the conditions of RCW 90.58.356. (RCW 90.58.355(3))
3. All non-exempt activities proposed within the jurisdiction of the SMA, and this SMP shall first
obtain a Minor Project Authorization (MPA) or a Shoreline Permit. No such activity shall be
undertaken unless permission has been obtained, the appeal period has been completed, any
55 appeals have been resolved and/or the applicant has been given permission to proceed by the
proper authority.

2.4.2 Application Contents

1. Proposals required to obtain a Minor Project Authorization shall submit an application on forms prepared by the Administrator together with such information necessary to determine consistency with SMP Section 2.5.
2. Proposals required to obtain a Shoreline Permit shall submit a Joint Aquatic Resource Permit Application (JARPA) to the City along with the following:
 - a. Complete site plan, including parcel boundary, OHWM, a general indication of the character of vegetation found on the site, and dimensions and locations of all existing and proposed structures and improvements.
 - b. A narrative describing the proposal in detail including how the proposal is consistent with this SMP.
 - c. Identification of all critical areas on the subject property.
 - d. All appropriate project and construction details (e.g., building elevations, construction timelines, grading plans, (re)vegetation plans, etc.).
 - e. Technical assessments prepared by a qualified professional. The City may require the applicant to submit a technical assessment addressing how the proposal incorporates the most current, accurate, and complete scientific or technical information available. The technical assessment shall be adequate for the Shoreline Administrator to evaluate the development proposal and all probable adverse impacts to critical areas regulated by this SMP. If adequate factual information exists to facilitate such evaluation, the Shoreline Administrator may determine that a technical assessment is not necessary. The Shoreline Administrator will advise the applicant of existing technical information that may be pertinent to their property. Technical assessments shall be attached to the development permit application package.
 - f. Fish and wildlife management plan, if applicable.
 - g. Proposed mitigation for unavoidable impacts, if necessary.
 - h. If the proposal will require a shoreline variance permit, the applicant's plans shall clearly indicate where development could occur without approval of a variance, the physical features and circumstances on the property that provide a basis for the request, and the location of adjacent structures and uses. To enhance the City's review of the variance proposals, a 3D, SketchUp-compatible model of the proposal is required when proposed at or adjacent to any development for which the city can provide a 3D model.
3. If it is determined that the information presented is not sufficient to adequately evaluate a proposal, the Shoreline Administrator shall notify the applicant that additional studies as specified herein shall be provided.

2.4.3 Application Review & Processing

1. When an application is deemed complete, the Administrator may request third-party peer review of any report, assessment, delineation, or mitigation plan by a qualified professional and/or state or federal resource management agency. Such request shall be accompanied by findings supporting the Administrator's decision, which is appealable to the City Council. The City may incorporate recommendations from such third-party reports in findings approving or denying an application. In general, the cost of any third-party review will be the responsibility of the

applicant; however, where a project would provide a beneficial public amenity or service, on a case-by-case basis by City Council action, costs may be shared by the City.

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2. The Shoreline Administrator shall review the information submitted by the applicant and, after an optional site visit shall determine the category of project proposed according to SMC 18.08.100.
 3. Applications shall be processed according to the timelines and notice procedures listed in SMC 18.08.100 through SMC 18.08.190, the review criteria of this chapter, and WAC 173-27.

2.5 Minor Project Authorizations (MPA)

105 2.5.1 *Minor Project Authorizations – Interpretation & Guidelines*

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, 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 during its review and therefore may be approved through a Minor Project Authorization:

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1. Exemptions—as required by State law—shall be construed narrowly. Only those developments that meet 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.
 2. If any part of a proposed development is not eligible for exemption from the state process, then a SSDP is required for the entire proposed development project, per WAC 173-27-040(1)(d).
 - 120 3. A development or use that is listed as a conditional use pursuant to this SMP or is an unlisted use, must obtain a Shoreline Conditional Use Permit (SCUP) even if the development or use is exempt from a SSDP.
 4. When a development or use is proposed that does not comply with the bulk, dimension and performance standards of this SMP, such development or use can only be authorized by approval of a Shoreline Variance (SVAR).
 - 125 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.
 - 130 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.
 - 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. The substantial development dollar threshold applicable on the adoption date of this SMP is \$7,047. Under current law, the dollar threshold will be recalculated by the Office of Financial
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- 140 Management (OFM) every 5 years beginning on July 1st, 2007. OFM will post updated dollar thresholds in the Washington State Register. See RCW 90.58.030(3)(e). The State Legislature may change the dollar threshold at any time.
- 145 b. Normal maintenance or repair of existing structures or developments, including damage by accident, fire, or elements, when all of the conditions identified in WAC 173-27-040(2)(b) apply.
- 150 c. Emergency construction necessary to protect property from damage by the elements. An "emergency" is an unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with the SMA or this SMP. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the administrator to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to the SMA, the SMP Guidelines or this SMP, obtained. All emergency construction shall be consistent with the policies of the SMA and this SMP. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency.
- 155 d. Construction on shorelands by an owner, lessee or contract purchaser of a single-family residence for their own use or for the use of their family.
- 160 e. Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage structure for watercraft and does not include private leisure decks, storage facilities or other appurtenances. This exemption applies if the fair market value of the dock does not exceed the threshold established by the SMA, as amended.
- 165 f. Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization when all of the conditions identified in WAC 173-27-040(2)(m) apply.
- 170 g. The process of removing or controlling aquatic noxious weeds when all of the conditions identified in RCW 17.26.020 apply.
- 175 h. Watershed restoration projects when all of the conditions identified in WAC 173-27-040(2)(o) apply.
- i. A public or private project that is designed to improve fish or wildlife habitat or fish passage, when all of the conditions identified in WAC 173-27-040(2)(p) apply.
- 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.

2.5.2 Minor Project Authorization Process

1. The burden of proof that a development or use is exempt from the need to obtain a SSDP is on the applicant.

- 180 2. The narrative submitted along with the requirements of SMP Section 2.4.2 shall state the applicable provision of WAC 173-27-040 and describe why the project proposed by the applicant qualifies for consideration as a MPA. At the Administrator's discretion, submittal requirements of SMP 2.4.2 may be waived.
- 185 3. Proposals for MPAs are subject to the City's procedures articulated in SMC 18.08 – Shoreline Management and the State's permit procedures articulated in WAC 173-27 – Shoreline Management Permit and Enforcement Procedures.
4. In authorizing a MPA, the City may attach conditions to assure the project is consistent with all applicable standards of the SMA and this SMP.
- 190 5. All activities requiring a MPA, except for emergency development pursuant to WAC 173-27-040(2)(d), require that a Letter of Exemption be issued by the Shoreline Administrator. Letters of Exemption will:
- 195 a. Be addressed to the applicant and Ecology.
b. Indicate the specific provision from WAC 173-27-040 that is being applied to the proposal.
c. Provide a summary of the City's analysis of the consistency of the project with this SMP and the SMA.
6. The same measures used to calculate time periods for Shoreline Permits as set forth in WAC 173-27-090(4) shall be used for MPAs.
7. A denial of a MPA shall be in writing and shall identify the reason(s) for the denial.

2.6 Shoreline Substantial Development Permits

2.6.1 Shoreline Substantial Development Permits – Purpose – Applicability – Criteria

200 The purpose of a Shoreline Substantial Development Permit (SSDP) is to assure consistency with the provisions of the SMA and this SMP. In authorizing a SSDP, the City may attach conditions to the approval as necessary to assure the project is consistent with all applicable standards of the SMA and this SMP. The following criteria shall assist in reviewing proposed SSDPs:

- 205 1. SSDPs may not be used to authorize any use that is listed as conditional or prohibited in a shoreline designation.
2. SSDPs may not be used to authorize any development and/or use which does not conform to the specific bulk, dimensional, and performance standards set forth in this SMP.
3. SSDPs may be used to authorize uses which are listed or set forth in this SMP as permitted uses.
- 210 4. To obtain a SSDP, the applicant must demonstrate compliance with all of the following review criteria as listed in WAC 173.27.150:
- a. That the proposal is consistent with the SMA;
- b. That the proposal is consistent with WAC 173-27 – Shoreline Management Permit and Enforcement Procedures; and
- 215 c. That the proposal is consistent with this SMP and SMC 18.08 – Shoreline Management.

2.6.2 Substantial Development Permits – Permit Process

Proposals for SSDPs are subject to the City's permit procedures articulated in SMC 18.08 – Shoreline Management and the State's permit procedures articulated in WAC 173-27 – Shoreline Management Permit and Enforcement Procedures.

220 **2.7 Shoreline Conditional Use Permits**

2.7.1 Conditional Use Permits – Purpose – Applicability – Criteria

225 The purpose of a Shoreline Conditional Use Permit (SCUP) is to provide a system within the SMP which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a SCUP, special conditions may be attached to the permit by the City or by Ecology to prevent nuisances, hazards, and undesirable effects of the proposed use and/or to assure consistency of the project with the SMA and this SMP. The following criteria shall assist in reviewing proposed SCUPs:

- 230 1. SCUPs may not be used to authorize a use that is specifically prohibited in a shoreline designation.
- 235 2. SCUPs may be used to authorize uses which are listed or set forth in this SMP as conditional uses. SCUPs may be used to authorize uses which are unlisted or not set forth in this SMP provided the applicant can demonstrate consistency with the requirements of this section, SMP Section 5.4.13, and WAC 173-27-160.
- 240 3. In the granting of all SCUPs, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example if SCUPs were granted to other developments in the area where similar circumstances exist, the total of the conditional uses shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.
- 245 4. To obtain a SCUP, the applicant must demonstrate compliance with all of the following review criteria as listed in WAC 173-27-160:
 - a. That the proposed use is consistent with the policies of RCW 90.58.020 and this SMP;
 - b. That the proposed use will not interfere with the normal public use of public shorelines;
 - c. That the proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and this SMP;
 - d. That the proposed use will cause no significant adverse effects to the shoreline environment in which it is to be located; and
 - e. That the public interest suffers no substantial detrimental effect.

2.7.2 Conditional Use Permits – Permit Process

250 Proposals for SCUPs are subject to the City's permit procedures articulated in SMC 18.08 – Shoreline Management and the State's permit procedures articulated in WAC 173-27 – Shoreline Management Permit and Enforcement Procedures.

2.8 Shoreline Variances

2.8.1 Variances – Purpose – Applicability – Criteria

255 The purpose of a Shoreline Variance (SVAR) is strictly limited to granting relief to specific bulk, dimensional, or performance standards set forth in this SMP where there are extraordinary or unique circumstances relating to the property such that the strict implementation of this SMP would impose unnecessary hardship on the applicant or thwart the policies set forth in the SMA. The following criteria shall assist in reviewing proposed SVARs:

- 260 1. SVARs to the use regulations of this SMP are prohibited.
- 265 2. SVARs should be granted in circumstances where denial of the permit would result in a thwarting of the policies set forth in RCW 90.58.020. In all instances the applicant must demonstrate that extraordinary circumstances shall be shown and the public interest shall suffer no detrimental effect.
- 270 3. In the granting of all SVARs, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example if variances were granted to other developments and/or uses in the area where similar circumstances exist, the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.
- 275 4. To obtain a SVAR for development and/or uses landward of the OHWM or wetland, the applicant must demonstrate compliance with the following review criteria as listed in WAC 173-27-170:
- 280 a. That the strict application of the bulk, dimensional, or performance standards set forth in this SMP precludes, or significantly interferes with, reasonable use of the property;
- 285 b. That the hardship described in (a) above is specifically related to the property, and is the result of unique conditions (e.g., irregular lot shape, size, natural features, etc.) and the application of this SMP and not, for example, from deed restrictions or the applicant's own actions;
- 290 c. That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the Comprehensive Plan and this SMP and will not cause adverse impacts to the shoreline environment;
- 295 d. That the variance will not constitute a grant of special privilege not enjoyed by the other properties in the area;
- e. That the variance requested is the minimum necessary to afford relief; and
- f. That the public interest will suffer no substantial detrimental effect.
- 300 5. To obtain a SVAR for development and/or uses waterward of the OHWM or within any wetland, the applicant must demonstrate compliance with the following review criteria as listed in WAC 173-27-170:
- a. That the strict application of the bulk, dimensional, or performance standards set forth in this SMP precludes all reasonable use of the property;
- b. That the proposal is consistent with the criteria established in 4(b) through (f) above; and
- c. That the public rights of navigation and use of the shorelines will not be adversely affected.

2.8.2 Variances – Permit Process

Proposals for SVARs are subject to the City's permit procedures articulated in SMC 18.08 – Shoreline Management and the State's permit procedures articulated in WAC 173-27 – Shoreline Management Permit and Enforcement Procedures.

2.9 Nonconforming Use & Development

2.9.1 Nonconforming Use & Development – Purpose – Applicability – Criteria

The purpose of nonconforming use and development provisions is to recognize uses and development that have previously been established within shoreline jurisdiction. Where those uses & development were lawfully established according to the standards in place prior to the effective date of this SMP,

these provisions are intended to allow the use or development to continue— or be “grandfathered”— until a later date when conformity to this SMP can be achieved. The following policies shall assist in reviewing proposals involving nonconforming use and/or development:

1. Nonconforming Use is defined herein.
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, with the following exceptions:
 - a. A building or structure conforming as to use but nonconforming as to the shoreline setback, critical area buffer, and/or height provisions of the environment designation in which said building or structure is located may be maintained, repaired, or altered by expansion or enlargement, provided, that the alteration meets all applicable provisions of this SMP and does not further exceed or violate the appropriate shoreline setback, critical area buffer, and height provisions. (For example, a building or structure encroaching in a shoreline setback area shall not further encroach into the shoreline setback area as a result of the alteration.)
 - b. For the purposes of this SMP, any strengthening or restoring to a safe condition permitted under SMC 17.44.090(B) shall not further exceed or violate the appropriate shoreline bulk or dimensional standards of this SMP.
 - c. Proposed uses and structures that are appurtenant or accessory to nonconforming dwelling units must conform to all applicable requirements of this SMP.
 - d. A structure for which a shoreline variance (SVAR) has been issued shall be considered a legal nonconforming structure and the requirements of this section shall apply as they apply to preexisting nonconformities.
 - e. A structure that is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a SCUP. A SCUP may be approved only upon a finding that:
 - i. No reasonable alternative conforming use is practical; and
 - ii. The proposed use will be at least as consistent with the policies and provisions of the SMA and this SMP and as compatible with the uses in the area as the preexisting use.
 - f. A nonconforming structure which is moved any distance must be brought into conformance with this SMP and the SMA unless a SVAR is approved.
 - g. For the purposes of this SMP, SMC 17.44.100 applies; provided, that application is made for the permits necessary to restore the structure within one year of the date the damage occurred, all permits are obtained, and that the restoration is completed within 2 years of permit issuance.

2.10 Shoreline Permit Revisions

A permit revision is required whenever the applicant proposes substantive changes to the design, terms or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, this SMP and/or the policies and provisions of Chapter 90.58 RCW. Changes which are not substantive in effect do not require approval of a revision and may be authorized through a Minor Project Authorization. When a revision of a Shoreline Permit is sought, the applicant

shall submit detailed plans and text describing the proposed changes and must demonstrate compliance with the following guidelines and standards as articulated in WAC 173-27-100:

- 345
1. If the City determines that the proposed changes are within the scope and intent of the original permit, and are consistent with this SMP and the SMA, the City may approve a revision.
 2. "Within the scope and intent of the original permit" means all of the following:
 - 350 a. No additional over water construction is involved except that pier, dock, or float construction may be increased by 500 square feet or 10% from the provisions of the original permit, whichever is less;
 - b. Ground area coverage and height may be increased a maximum of 10% from the provisions of the original permit;
 - 355 c. The revised permit does not authorize development to exceed height, lot coverage, setback, or any other requirements of this SMP except as authorized under a variance granted as the original permit or part thereof;
 - d. Additional revised landscaping is consistent with any conditions attached to the original permit and with this SMP;
 - e. The use authorized pursuant to the original permit is not changed; and
 - f. No adverse environmental impact will be caused by the project revision.
 - 360 3. Revisions to permits that have already expired (RCW 90.58.143) may be allowed only if the changes:
 - 365 a. Are consistent with this section;
 - b. Would not otherwise require a Shoreline Permit per the SMA, WAC 173-27-100, or this SMP. If the proposed change constitutes substantial development then a new permit is required; and
 - c. The revision does not extend the time requirements of the original permit or authorize substantial development beyond the time limits of the original permit.
 - 370 4. If the revision, or the sum of the revision and any previously approved revisions, cannot satisfy all the provisions itemized in subsection 2 of this section, the applicant shall be required to apply for a new Shoreline Permit.
 5. Revision approval, including revised site plans and text necessary to clearly indicate the authorized changes and the final consistency ruling, shall be subject to the notice and filing procedures of SMC 18.08.190; provided, that the timelines stated in WAC 173-27-100 are to be followed in the event of any discrepancy.
 - 375 6. The revised permit is effective immediately upon final decision by the City or, when appropriate, upon final action by Ecology.
 - 380 7. Appeals to permit revisions shall be in accordance with SMC 18.08.200 and shall be based only upon contentions of noncompliance with the provisions of subsection 2 of this section. Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant's own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

Chapter 3 – Shoreline Environment Designation Provisions

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 (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.

3.2 Environment Designations

3.2.1 Aquatic Environment

1. Purpose: The purpose of the Aquatic Environment is to protect, restore, and manage the unique characteristics and resources of the areas waterward of the Ordinary High-Water Mark (OHWM).
2. Location Criteria: The Aquatic SED may only apply to lands waterward of the OHWM and wetlands.
3. Management Policies:
 - a. Allow new overwater structures only for water-dependent uses, public access, or ecological restoration.
 - b. Limit the size of new overwater structures to the minimum necessary to support the structure's intended use.
 - c. Encourage multiple use of overwater facilities to reduce the impacts of shoreline development and increase effective use of water resources.
 - d. Locate and design all developments and uses on navigable waters or their beds to i) minimize interference with surface navigation, ii) consider impacts to public views, iii) allow for the safe, unobstructed passage of fish and wildlife, particularly those species dependent on migration.
 - e. Limit uses that adversely impact the ecological functions of critical freshwater habitats, except where necessary to achieve the objectives of RCW 90.58.020, and then only when their impacts are mitigated according to the sequence described in WAC 173-26-201(2)(e) as necessary to assure no net loss of ecological functions.
 - f. Design and manage shoreline uses and modifications to prevent degradation of water quality and alteration of natural hydrographic conditions.
 - g. Reserve shoreline space for preferred uses. Such planning should consider upland and in-water uses, water quality, navigation, presence of aquatic vegetation, existing shellfish protection districts and critical habitats, aesthetics, public access and views.

3.2.2 *Natural Environment*

1. Purpose: The purpose of the Natural Environment is to protect those shoreline areas that are relatively free of human influence or that include intact or minimally degraded shoreline functions intolerant of human use. These systems require that only very low intensity uses be allowed in order to maintain the ecological functions and ecosystem-wide processes. Consistent with the policies of this designation, the City should include planning for restoration of degraded shorelines within this environment.
2. Location Criteria:
 - a. The Natural SED may apply to shorelands that:
 - i. Are ecologically intact and therefore currently performing an important, irreplaceable function or ecosystem-wide process that would be damaged by human activity;
 - ii. Is considered to represent ecosystems and geologic types that are of particular scientific and educational interest; or
 - iii. Is unable to support new development or uses without significant adverse impacts to ecological functions or risk to human safety.
 - b. The Natural SED may not apply to shorelands with significant existing agricultural lands, except where the existing agricultural activities involve very low intensity uses where there is no significant impact on natural ecological functions, and where the intensity or impacts associated with such agricultural activities is unlikely to expand in a manner inconsistent with the Natural SED.
3. Management Policies:
 - a. Prohibit any use that would substantially degrade the ecological functions or natural character of the shoreline area.
 - b. Prohibit the following new uses:
 - i. Commercial uses.
 - ii. Industrial Uses.
 - iii. Non-water-oriented recreation.
 - iv. Roads, utility corridors, and parking areas that can be located outside of the Natural SED.
 - c. Prohibit new development or significant vegetation removal that would reduce the capability of vegetation to perform normal ecological functions. This includes subdivision of property in a configuration that, to achieve its intended purpose, will require significant vegetation removal or shoreline modification that adversely impacts ecological functions. That is, each new parcel must be able to support its intended development without significant ecological impacts to the shoreline ecological functions.
 - d. Allow single-family residential development as a conditional use when the density and intensity of such use is limited as necessary to protect ecological functions and consistent with the purpose of this SED.
 - e. Allow commercial forestry as a conditional use provided it meets the State Forest Practices Act and its implementing rules and is conducted in a manner consistent with the purpose of this SED.

- 80 f. Allow agricultural uses of a very low intensity nature consistent with this SED when such use is subject to appropriate limitations or conditions to assure that the use does not expand or alter practices in a manner inconsistent with the purpose of this SED.
- g. Allow scientific, historical, cultural, educational research uses, and low-intensity water-oriented recreational access uses provided that no significant ecological impact on the area will result.

85 **3.2.3 Shoreline Residential Environment**

1. Purpose: The purpose of the Shoreline Residential Environment is to accommodate residential development and appurtenant structures that are consistent with this WAC 173-26. An additional purpose is to provide appropriate public access and recreational uses.
- 90 2. Location Criteria: The Shoreline Residential SED may apply to shorelands that have predominantly single-family or multi-family residential development or are planned and platted for residential development.
3. Management Policies:
- 95 a. Set standards for density or minimum frontage width, setbacks, lot coverage limitations, buffers, shoreline stabilization, vegetation conservation, critical area protection, and water quality to assure no net loss of shoreline ecological functions, taking into account the environmental limitations and sensitivity of the shoreline area, the level of infrastructure and services available, and other comprehensive planning considerations.
- b. Require multi-family and multi-lot residential and recreational developments to provide public access and joint use for community recreational facilities.
- 100 c. Ensure access, utilities, and public services are available to serve existing needs and/or planned future development.
- d. Limit commercial development to water-oriented uses.

3.2.4 Urban Conservancy Environment

- 105 1. Purpose: The purpose of the Urban Conservancy Environment is to protect and restore ecological functions of open space, flood plain and other sensitive lands where they exist in urban and developed settings, while allowing a variety of compatible uses.
2. Location Criteria: The Urban Conservancy SED may apply to shorelands that 1) are suitable for water-related or water-enjoyment uses; 2) are open space, flood plain or other sensitive areas that should not be more intensively developed; 3) have potential for ecological restoration; 4) retain important ecological functions, even though partially developed, or 5) have the potential for development that is compatible with ecological restoration.
- 110 3. Management Policies:
- a. Primarily allow uses that preserve the natural character of the area or promote preservation of open space, flood plain or sensitive lands either directly or over the long term. Uses that result in restoration of ecological functions should be allowed if the use is otherwise compatible with the purpose of the environment and setting.
- 115 b. Ensure that new development does not result in a net loss of ecological functions or future degrade other shoreline values through established standards for shoreline stabilization

measures, vegetation conservation, water quality, and shoreline modifications within the Urban Conservancy SED.

- c. Implement public access and public recreation objectives whenever feasible and whenever significant ecological impacts can be mitigated.
- d. Give priority to water-oriented uses over nonwater-oriented uses. For shoreline areas adjacent to commercially navigable waters, water-dependent uses should be given highest priority.

3.2.5 Active Waterfront Environment

1. Purpose: The purpose of the Active Waterfront Environment is to recognize the existing pattern of mixed-use development and to accommodate new water-oriented commercial, transportation, recreation, and industrial uses while protecting existing ecological functions of open space, floodplain, and other sensitive lands and restoring ecological functions in areas that have been previously degraded.
2. Location Criteria: The Active Waterfront SED may apply to shorelands that 1) currently support or 2) are appropriate and planned for water-oriented commercial, transportation, recreation, and industrial development that is compatible with protecting or restoring of the ecological functions of the area.
3. Management Policies:
 - a. Prefer uses that preserve the natural character of the area or promote preservation of open spaces and sensitive lands, either directly or over the long term. Allow uses that result in restoration of ecological functions if the use is otherwise compatible with the purpose of the environment and the setting.
 - b. Give priority to water-oriented uses, with first priority to water-dependent, then second priority to water-related and water-enjoyment uses. For shoreline areas adjacent to commercially navigable waters, give highest priority to water-dependent uses.
 - c. Prohibit new non-water-oriented uses, except:
 - i. As part of mixed use development;
 - ii. In limited situations where they do not conflict with or limit opportunities for water-oriented uses;
 - iii. On sites where there is no direct access to the shoreline;
 - iv. As part of a proposal that result in a disproportionately high amount of restoration of ecological functions.
 - d. Assure no net loss of shoreline ecological functions as a result of new development through shoreline policies and regulations. Where applicable, new development shall include environmental cleanup and restoration of the shoreline to comply in accordance with any relevant state and federal law.
 - e. Require public visual and physical access and implement public recreation objectives whenever feasible and where significant ecological impacts can be mitigated.

Chapter 4 – General Provisions for All Shoreline Activities

4.1 Introduction

The provisions of this section apply generally to all review activities in shoreline jurisdiction without regard to environment designation, as appropriate. For example, all sites that contain critical areas or archaeological resources where a review activity is proposed are required to meet the corresponding sections of this chapter. These provisions address certain elements as required by RCW 90.58.100(2) and implement the principles as established in WAC 173-26-186.

4.2 Cultural Resources

4.2.1 Applicability

All sites which contain documented archaeological, cultural, and historic resources that are either recorded at the state historic preservation office and/or by the City, have been identified in consultation with a Tribal Historic Preservation Officer, or have been discovered inadvertently during development are subject to the provisions of this section. In addition to complying with the provisions of this chapter, archaeological sites are subject to RCW Chapter 27.44 (Indian Graves and Records) and RCW Chapter 27.53 (Archaeological Sites and Records). Developments or uses that may impact archaeological sites are subject to WAC Chapter 25-48.

4.2.2 Policies

1. Archaeological, cultural, or historic sites should be protected from the impacts of development proposed within the shoreline due to the limited and irreplaceable nature of these resources.
2. Protection of archaeological, cultural, and historic resources should occur in collaboration with appropriate, tribal, state, federal and local governments. Cooperation among public and private parties is encouraged for the identification, protection and management of such resources.
3. Any proposed site development and/or associated site demolition work should be planned and carried out to avoid impacts to archaeological, cultural, and historic resources.
4. Owners of property containing previously identified archaeological, cultural, or historic sites are encouraged to coordinate with the City and other appropriate agencies well before permit application. The intent is to allow these parties ample time to assess the site and make arrangements to preserve archaeological, cultural, and historic sites as applicable. These parties include the Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes, the Washington State Department of Archaeology and Historic Preservation (DAHP), and others.
5. If development or demolition is proposed adjacent to an identified archaeological, cultural, or historic site, then the proposed development should be designed and operated to be compatible with continued protection of the archaeological, cultural, or historic resource.

4.2.3 Regulations

1. Site Inspections, Evaluations, and Surveys – Required When:
 - a. When a shoreline use or development is within 500 feet of an area documented to contain, or likely to contain, archaeological, cultural, or historic resources based on information from DAHP, or a prior archaeological report/survey, or based on a state or federal register, the

- 40 applicant shall provide a site inspection and evaluation report prepared by a professional
archaeologist prior to issuance of any Shoreline Permit or approval, including a Minor Project
Authorization. Work may not begin until the inspection and evaluation have been
completed, and the City has issued its permit or approval.
- 45 b. An archaeological survey may be required to be conducted based on the recommendations
of an archaeologist contained in the site inspection and evaluation report. Any
archaeological survey shall conform to DAHP's survey and reporting standards.
2. Cultural Resources Avoidance. If an archaeological site inspection or evaluation identifies the
presence of significant archaeological, cultural, or historic resources at the site, the applicant shall
first seek to avoid impacts to the resource.
3. Cultural Resources Management Plan. If an archaeological site inspection or evaluation identifies
50 the presence of significant archaeological, cultural, or historic resources that will be impacted by
a project and if recommended by an archaeologist, a cultural resource management plan shall be
prepared prior to the City's approval of the project. A professional archaeologist and/or historic
preservation management professional, as appropriate, shall prepare the cultural resource
management plan. Cultural resource management plans at a minimum shall conform to DAHP's
55 current standards. In addition, a permit or other requirement administered by DAHP pursuant to
RCW 27.44 and RCW 27.53 may apply. If the archaeologist determines that impacts to an
archaeological, cultural, or historic resource can be adequately avoided by establishing a work
limit area within which no project work or ground disturbance may occur, then a cultural
resources management plan is not required.
- 60 4. Inadvertent discovery. If any item of possible archaeological interest (including human skeletal
remains) is discovered on site during construction or site work, all the following steps shall occur:
- a. Stop all work in the immediate area (initially allowing for a 100' buffer, this number may vary
by circumstance) immediately;
- 65 b. Implement reasonable measures to protect the discovery site, including any appropriate
stabilization or covering;
- c. Take reasonable steps to ensure the confidentiality of the discovery site;
- d. Take reasonable steps to restrict access to the site of discovery;
- e. Notify the City, DAHP, and Yakama, Nez Perce, Warm Springs, Umatilla, and Cowlitz tribes of
the discovery.
- 70 f. A stop-work order will be issued.
- g. The Shoreline Permit will be temporarily suspended.
- h. All applicable state and federal permits shall be secured prior to commencement of the
activities they regulate and as a condition for resumption of development activities.
- i. Development activities may resume only upon receipt of City approval.
- 75 j. If the discovery includes human skeletal remains, the Skamania County Coroner and local law
enforcement shall be notified in the most expeditious manner possible. The County Coroner
will assume jurisdiction over the site and the human skeletal remains, and will make a
determination of whether they are crime-related. If they are not, DAHP will take jurisdiction
over the remains and report them to the appropriate parties. The State Physical
80 Anthropologist will make a determination of whether the remains are Native American and

report that finding to the affected parties. DAHP will handle all consultation with the affected parties as to the preservation, excavation, and disposition of the remains.

4.3 Environmental Protection & No Net Loss

4.3.1 Policies

1. Uses, developments, and modifications on Stevenson’s shorelines should be designed, located, sized, constructed and maintained to achieve no net loss of shoreline ecological functions necessary to sustain shoreline natural resources.
2. New uses and developments should not have an unmitigated adverse impact on other shoreline functions fostered by this SMP.

4.3.2 Regulations

1. Mitigation Sequence. In order to ensure that review activities contribute to meeting the no net loss provisions by avoiding, minimizing, and mitigating for adverse impacts to ecological functions or ecosystem-wide processes, applicants shall describe how the proposal will follow the sequence of mitigation as defined below:
 - a. Avoid the impact altogether by not taking a certain action or parts of an action;
 - b. Minimize the impacts by limiting the degree or magnitude of the action and its implementation by using appropriate technology or by taking affirmative steps (e.g., project redesign, relocation, timing to avoid or reduce impacts, etc.);
 - c. Rectify the impact by repairing, rehabilitating, or restoring the affected environment to the conditions existing at the time of the initiation of the project or activity;
 - d. Reduce or eliminate the impact over time by preservation and maintenance operations during the life of the action;
 - e. Compensate for the impact by replacing, enhancing, or providing substitute resources or environments; and
 - f. Monitor the impact and the compensation projects and take remedial or corrective measures when necessary.
2. The mitigation sequence is listed in the order of priority. Applicants shall consider and apply lower priority measures only where higher priority measures are determined to be infeasible or inapplicable.
3. SEPA Compliance. To the extent SEPA applies to a proposal, the analysis of environmental impacts and mitigation related to the proposal shall be conducted consistent with WAC 197-11—SEPA Rules and SMC 18.04—Environmental Policy.
4. Cumulative Impacts. As part of the assessment of environmental impacts subject to this SMP, new uses, developments, and modifications shall evaluate and consider cumulative impacts of reasonably foreseeable future development on shoreline ecological functions. Evaluation of cumulative impacts shall consider:
 - a. Current circumstances affecting the shorelines and relevant natural processes;
 - b. Reasonably foreseeable future development and use of the shoreline; and
 - c. Beneficial effects of any established regulatory programs under other local, state, and federal laws.

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.
 - 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.
 - 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 the watershed that addresses limiting factors or identified critical needs for shoreline resource conservation may be authorized.
 - d. Unless waived by the City, authorization of compensatory mitigation shall require appropriate safeguards, terms or conditions (e.g. performance bonding, monitoring, conservation covenants) as approved by the City Attorney and necessary to ensure no net loss of ecological functions.

4.4 Critical Areas

4.4.1 Applicability

1. The provisions of SMC Chapter 18.13 – Critical Areas and Natural Resource Lands apply within shoreline jurisdiction. Said provisions include all amendments adopted through October 1st, 2018, the effective date of Ordinance 2018-1123.
2. These provisions apply to all lands and all review activities in shoreline jurisdiction, whether or not a Shoreline Permit or authorization is required.
3. These provisions apply to all persons proposing a review activity on shoreline properties containing or likely to affect critical areas (i.e., wetlands, geologic hazards, flood hazards, critical aquifer recharge areas, and fish and wildlife habitat conservation areas) or their buffers, unless the proposed activity and its effects lie wholly outside any critical area or buffer.
4. This section supplements SMC 18.13 provisions for Fish & Wildlife Habitat Conservation Areas and Wetlands
5. Where the regulations of SMC 18.13 conflict with the regulations of this SMP, this SMP shall prevail.

4.4.2 Policies

The Critical Areas protections of this SMP should:

1. Implement all applicable provisions of SMC 18.13 – Critical Areas and Natural Resource Lands. The review of critical areas provisions should be conducted in concert with the review of shoreline provisions, and proposals should be subject to a single application, fee, and permit.
2. Protect critical areas, as defined by this SMP and consistent with the SMA and RCW 36.70A.170 and 36.70A.050, to meet no net loss for the functions (e.g., water quality; flood hazard reduction; habitat; endangered, threatened and sensitive species protection; water supply; erosion control, etc.) and values (e.g., recreation; aesthetic enjoyment; prevention of property and habitat damage; preservation of natural character, etc.) they provide to humans and the environment.

- 165 3. Protect critical freshwater habitats (i.e., streams, rivers, wetlands, and lakes, their associated channel migration zones (CMZs), hyporheic zones, and floodplains) consistent with WAC 173-26-221(2)(c)(iv). The standard critical area categories designated and protected by the City overlap to a large extent with critical freshwater habitats. Protections for critical areas are also protections for critical freshwater habitats.
- 170 4. Promote appropriate human uses of critical areas within shoreline jurisdiction, which further the objectives of the SMA, and which are compatible with the protection of critical areas (e.g., public access and low-intensity recreational uses).
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.

4.4.3 General Critical Area Regulations

- 175 1. The City of Stevenson shall not issue any Shoreline Permit (i.e., SSDP, SCUP, shoreline variance) or Minor Project Authorization (MPA), or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a shoreline critical area or associated buffer, without first assuring compliance with the requirements of this section and SMC 18.13, as applicable.
- 180 2. Early Disclosure and Verification. When an applicant submits an application for any development proposal, it shall indicate whether any critical areas or buffers are located on or within 300 feet of the site. The presence of critical areas may require additional studies and time for review. However, the City shall review proposals involving critical areas protection under a single application, timeline, fee, and permit as the required Shoreline Permit or MPA. Early disclosure of critical areas will reduce delays during the permit review process. If the applicant states there are no known critical areas, the City should review and confirm whether critical areas exist, and, if critical areas are present, require the applicant to complete a critical areas report.
- 185 3. Studies generated as part other federal or state permit processes (e.g., SEPA submittals, biological opinions, biological evaluations, etc.) shall be provided and may be determined by the Administrator as adequate to satisfy the critical areas report requirements of this SMP if the project has been developed in enough detail to have evaluated site-specific impacts and mitigation measures.
- 190

4.4.4 Fish & Wildlife Habitat Conservation Area Regulations

- 195 1. Any use or development proposed within or adjacent to an FWHCA with which state or federally endangered, threatened, or sensitive species have a primary association, shall ensure the FWHCA is protected as required by this SMP. If the Shoreline Administrator determines that a proposal is likely to impact an FWHCA adversely, additional protective measures (e.g., protective buffer standards, mitigation, and monitoring programs under SMC 18.13) may be required.
- 200 2. Applicants shall provide a preliminary FWHCA assessment for all proposals involving riparian areas. The assessment must establish and/or confirm the base buffer necessary to ensure no net loss of ecological functions occurring at the reach-scale for the riparian area in question.

- 205
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.
 4. Structures that prevent the migration of salmonids shall not be allowed in the portion of water bodies currently or historically used by anadromous fish. Fish bypass facilities shall be provided, as necessary, to allow the upstream and downstream migration of all salmonid life stages and shall prevent juveniles migrating downstream from being trapped or harmed.

210 **4.4.6 Wetlands Regulations**

- 215
1. No net loss of wetland functions and values shall occur as a result of the overall project. 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:
 - a. Mitigation shall achieve equivalent or greater biological functions.
 - 215 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.
 2. Permitted Alterations in High Value Wetlands. Prior to approval of any Shoreline Permit in Category I or II wetlands or their buffers, the City shall verify that:
 - 220 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.
 - 225 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.

4.5 Flood Hazard Reduction

4.5.1 Applicability

- 230
1. The provisions of this section apply in addition to the regulations for frequently flooded areas in SMC 18.13 and the critical areas protections above.
 2. The provisions of this section apply to all Frequently Flooded Areas designated in SMC 18.13 and all preliminary channel migration zones (pCMZs) mapped in ICR Appendix C.0.

4.5.2 Policies

- 235
1. Limit new uses and development in flood hazard and channel migration zone (CMZ) areas and avoid impacting CMZs where alternatives for avoidance exist. Development in the CMZ has the potential to impact downstream properties by affecting the path and intensity of flooding downstream. In addition, development in the CMZ can lead to net loss of ecological functions.
 2. Encourage removal of artificial restrictions (e.g., dams, shoreline stabilization, channel barriers, etc.) where hydrologic studies indicate that it would be possible to do so without negatively impacting public safety, property, or structures.

- 240 **4.5.3 Frequently Flooded Area and CMZ Regulations**
1. New or enlarged structural flood hazard reduction measures shall be allowed only by a shoreline conditional use permit and only when:
 - 245 a. It can be demonstrated by a scientific and engineering analysis that they are necessary to protect existing development;
 - b. That nonstructural measures are not feasible;
 - 250 c. Impacts to ecological functions and priority species and habitats can be successfully mitigated so as to ensure no net loss; and
 - d. Vegetation standards consistent with SMP Section 6.4.1 are implemented.
 2. New publicly funded dikes or levees shall dedicate and improve public access to the shoreline. This requirement may be waived if public access improvements would cause:
 - 255 a. Unavoidable health or safety hazards to the public;
 - b. Inherent and unavoidable security problems;
 - c. Unacceptable and unmitigable significant ecological impacts,
 - d. Unavoidable conflict with the proposed use; or
 - e. A cost that is disproportionate and unreasonable to the total long-term cost of the development.

Critical Area Report – Channel Migration Zones

3. Review activities proposed within a pCMZ, as mapped in ICR Appendix C.0, should first seek to relocate to an area outside of the pCMZ.
- 260 4. For proposals which are not relocated to an area outside of a mapped pCMZ, applicants shall prepare a CMZ desk analysis report. The Administrator may waive this requirement after consultation with resource management agencies (e.g., WDFW, WDNR, etc.) to determine its necessity. A CMZ desk analysis report shall be prepared by a qualified professional hydrogeologist/hydrologist and shall consider the following after reviewing aerial photos, maps, GIS, LiDAR data and/or USGS topographic maps:
 - 265 a. Whether channel movement has occurred between aerial photo/data acquisition years.
 - b. Whether valley confinement is present. If the valley floor is significantly wider than the channel, migration may be occurring. If the valley floor is very narrow as compared with the width of the stream/river channel (less than twice as wide as the channel), it is unlikely channel migration is occurring.
 - 270 c. Whether any of the following are present in reviewing aerial photographs: side channels, large gravel bars, eroding banks, new channels occurring between photo years (avulsion), multiple channels (braiding), wood jams, and/or high sinuosity or sharp channel bends.
- 275 5. If the desk analysis report determines that a CMZ is not likely to be present at the proposal site based on a review of aerial photos maps, GIS and/or LiDAR data then no field assessment is required.
- 280 6. If the desk analysis report determines that channel migration is likely to be present at the project site based on the factors above, a field assessment report prepared by a qualified professional is required to confirm the presence of a CMZ, and field observations shall be documented in the report. Field observation findings shall include:
 - a. Date of the site visit;
 - b. Who conducted the field review and their title/position;

- c. Distance of channel walked;
- d. Length of CMZ boundary delineated;
- e. Presence of avulsion hazard and/or erosion hazard areas;
- f. Description of method(s) used to determine CMZ presence, CMZ outer edge delineation and marking (flagging, paint, etc.);
- g. Other applicable information.

Channel Migration Zone Standards

- 7. When development is proposed in a CMZ, the applicant shall obtain a flood certificate demonstrating whether the proposed development is within the flood hazard area and, if so, is required to comply with all applicable CMZ provisions in this SMP.
- 8. Hydrogeomorphological study shall be performed for all proposals within a CMZ demonstrating that the proposal does not cause significant impacts to adjacent or downstream properties.

4.6 Public Access

4.6.1 Applicability

Public access includes 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. All properties within shoreline jurisdiction have the potential to protect or enhance public access in some form, and all proposed review activities on shorelines are subject to the following policies and regulations.

4.6.2 Policies

- 1. Continuous public pedestrian access should be provided along the City's shorelines, especially the Columbia River, Rock Cove, and Lower Rock Creek.
- 2. The system of public physical and visual access to Stevenson's shorelines should be maintained, enhanced, and protected over time on both private and public lands.
- 3. Public access and recreational facilities should be located in a manner that will preserve the natural characteristics and functions of the shoreline.
- 4. Private property rights, public safety, and navigational rights should be considered when providing public access opportunities.
- 5. New development should identify and preserve key shoreline views and avoid such views from public areas.
- 6. The City's should develop a comprehensive and integrated public access and trail plan (consistent with WAC 173-26-221(4)) that identifies specific public access needs and opportunities to replace these site-by-site requirements. Such plan should identify a preference for pervious over impervious surfaces, where feasible.

4.6.3 Regulations

- 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:
 - a. The proposed development or use will create a demand for, or increase demand for public access;

- 325 b. The proposed use is not water-dependent and is not a preferred use under the SMA;
c. The proposed use involves the subdivision of land into 5 or more parcels;
d. The proposed development or use will interfere with existing access by blocking access or discouraging use of existing access;
e. The proposed development or use will interfere with public use of waters of the state;
f. The proposed development or use will involve public funding or occur on public lands, provided that such access would not result in a net loss of ecological function. Public funding includes any funds from federal, state, municipal or local taxation districts.
- 330 2. Additional public access will not be required where suitable public access is already provided by an existing public facility on or adjacent to the site and the Planning Commission makes a finding that the proposed development would not negatively impact existing visual or physical public access nor create a demand for shoreline public access that could not be accommodated by the existing public access system and existing public recreational facilities in the immediate vicinity.
- 335 3. Public access will not be required where the applicant demonstrates it is infeasible due to at least one of the following:
- 340 a. Unavoidable health or safety hazards to the public exist that cannot be prevented by any practical means;
b. Inherent security requirements of the use cannot be satisfied through the application of alternative design features or other solutions;
c. The cost of providing the access, easement, or an alternative amenity are unreasonably disproportionate to the total long-term cost of the proposed development or other legal/constitutional limitations preclude public access;
345 d. Unacceptable environmental harm will result from the public access which cannot be mitigated;
e. Significant unavoidable conflict between the proposed access and adjacent uses would occur and cannot be mitigated.
- 350 4. To meet any of the conditions under Regulation 3 above, the applicant must first demonstrate to the satisfaction of the Planning Commission that all reasonable alternatives have been exhausted including, but not limited to, the following:
- 355 a. Regulating access by such means as maintaining a gate and/or limiting hours of use;
b. Designing separation of uses and activities (e.g., fences, terracing, use of one-way glazings, hedges, landscaping);
c. Provisions for access at a site geographically separated from the proposal such as a street end, vista or trail system;
d. Sharing the cost of providing and maintaining public access between public and private entities.
- 360 5. For projects that meet the criteria of Regulation 3 above, the City may consider off-site public access or, if approved by the Planning Commission and agreed to by the applicant, the applicant may contribute a proportional fee to the local public access fund (payment in lieu).
- 365 6. If the City determines that public access is required pursuant to Regulation 1 above, the City shall impose permit conditions requiring the provision of public access that is roughly proportional to the impacts caused by the proposed development or use. The City shall demonstrate in its

permit decision document that any such public access has a nexus with the impacts of the proposed development and is consistent with the rough proportionality standard.

7. When required, public access shall:
 - 370 a. Consist of a dedication of land or a physical improvement in the form of a walkway, trail, bikeway, corridor, viewpoint, park, deck, observation tower, pier, boat launch, dock or pier area, or other area serving as a means of view and/or physical approach to public waters and may include interpretive centers and displays, view easements, and/or decreased building bulk through height, setback, or façade limitations;
 - 375 b. Include features for protecting adjacent properties from trespass and other possible adverse impacts;
 - c. Be fully developed and available for public use at the time of occupancy of the proposed use or activity;
 - d. Result in no net loss of shoreline ecological functions.
8. When required, physical public access shall be constructed to meet the following requirements for location, design, operation and maintenance:
 - 380 a. Public access sites shall be connected directly to the nearest public street or non-motorized trail through a parcel boundary, tract, or easement, wherever feasible;
 - b. Signs indicating the public's right of access to shoreline areas shall be installed and maintained in conspicuous locations.
 - 385 c. Public access easements and permit conditions shall be recorded on the deed of title and/or on the face of a plat or short plat as a condition running in perpetuity with the land, provided, that the Planning Commission may authorize a conveyance that that runs contemporaneous with the authorized land use for any form of public access other than parallel pedestrian access. Said recording with the County Auditor's Office shall occur at the
 - 390 time of permit approval.
 - d. Maintenance of the public access facility shall be the responsibility of the owner unless otherwise accepted by a public or nonprofit agency through a formal agreement approved by the City and recorded with the County Auditor's Office.
 - 395 e. Public access sites shall be made barrier-free for the physically disabled where feasible, and in accordance with the ADA.
 - f. Any trail constructed shall meet the conditions described for shoreline areas in any trail or parks plan officially adopted by the City Council.
9. Views of the shoreline from public properties or substantial numbers of residences shall be protected through adherence to height and setback limits specified in this SMP. Where new development would completely obstruct or significantly reduce the aesthetic quality of views from public properties or substantial numbers of residences, mitigation shall be required as follows:
 - 400 a. The City may require administrative modifications to standard setbacks, clustering of proposed structures, and modifications to landscaping and building massing when the Planning Commission determines that such modifications are necessary to maintain public views of the shoreline.
 - 405 b. The City shall work with the applicant to minimize the economic impacts of view mitigation. While upper story setbacks and other changes to building placement and form may be

- 410 required to provide view corridors, in no case shall the applicant be required to reduce the
maximum building height for more than 30% of the building's width.
- 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 such modifications would be an unreasonable
financial burden on the applicant.
- 415 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 a compelling reason to the contrary.
- 420 11. Future actions by the applicant, successors in interest, or other parties shall not diminish the
usefulness or value of the public access provided.

4.7 Water Quality & Non-Point Source Pollution

4.7.1 Applicability

425 This section shall apply to all projects which have the potential to affect the water quality or quantity of
Stevenson shorelines by either changing the flow of surface waters or creating new discharges to
Stevenson's shoreline waterbodies.

4.7.2 Policies

- 430 1. The quality of water in Stevenson's rivers, streams, lakes and their associated wetlands should be
maintained and improved for the beneficial use of the City's citizens and aquatic & terrestrial
wildlife.
2. All shoreline use and development should protect against adverse impacts to public health, to
the land and its vegetation and wildlife, to the waters of the state and their aquatic life, and to
stormwater and water quality.
- 435 3. New developments, expansions, or retrofits of existing developments should be required to
assess the effects of additional stormwater runoff volumes and velocities, and mitigate potential
adverse effects on shorelines through design and implementation of appropriate stormwater
management measures.
4. Property owners should be encouraged to voluntarily install new, or retrofit existing, stormwater
features per the most current edition of Ecology's *Stormwater Management Manual for Western
Washington*, including using low impact development techniques.

4.7.3 Regulations

- 440 1. Design, construction and operation of shoreline uses and developments shall incorporate
measures to protect and maintain surface and groundwater quality in accordance with all
applicable laws, so that there is no net loss of ecological functions.
- 445 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 structures (e.g., fences or other features) have the potential

- 450 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.).
3. Shoreline development and uses shall adhere to all required setbacks, buffers, and standards for
stormwater facilities.
 4. All review activities shall comply with the applicable requirements of all applicable City
455 stormwater, drinking water protection, and public health regulations and the *Stormwater
Management Manual for Western Washington*, including using low impact development
techniques whenever feasible.
 5. Sewage management. To avoid water quality degradation, sewer service is subject to the
requirements outlined below.
 - 460 a. Any existing septic system or other on-site system that fails or malfunctions will be required
to connect to the City sewer system if feasible, or make system corrections approved by
Skamania County Community Development Department.
 - 465 b. Any new development, business, or multifamily unit shall connect to the City sewer system if
feasible, or install an on-site septic system approved by Skamania County Community
Development Department.
 6. Materials requirements. All materials that may come in contact with water shall be untreated or
treated wood, concrete, plastic composites or steel as approved by the USACE or WDFW, that
will not adversely affect water quality or aquatic plants or animals.

4.8 Shorelines of Statewide Significance

470 4.8.1 *Applicability*

This section shall apply to all projects located along the Columbia River, the only shoreline of statewide
significance in Stevenson.

475 4.8.2 *Regulations*

1. When determining allowable uses and resolving use conflicts for shorelines of statewide
480 significance, the following preferences and priorities shall apply in the following order of
preference and in addition to those listed above:
 - a. Recognize and protect statewide interest over local interest;
 - b. Preserve the natural character of the shoreline;
 - 485 c. Result in long-term over short-term benefit;
 - d. Protect the resources and ecology of the shoreline;
 - e. Increase public access to publicly owned areas of the shoreline;
 - f. Increase recreational opportunities for the public in the shoreline;
 - g. Provide for any other element as defined in RCW 90.58.100 deemed appropriate or
necessary.

490

495



Recommended

Chapter 5 – Shoreline Use Regulations

5.1 Introduction

The provisions in this chapter apply to specific uses and types of development that typically occur in shoreline areas. Provisions in other sections of this SMP may also apply to the uses and types of development identified in this chapter. Shoreline uses are allowed only if permitted by the underlying zoning. A use that occurs on both uplands and in-water/overwater must meet the requirements of both the upland and aquatic environment designations. Refer to specific use policies and regulations below.

5.2 Provisions Applicable to All Uses

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:
 - a. Reserve appropriate areas for protecting and restoring ecological functions to control pollution and prevent damage to the natural environment and public health.
 - b. Reserve shoreline areas for water-dependent and associated water-related uses.
 - c. Allow mixed uses projects that include or support water-dependent uses.
 - d. Reserve shoreline areas for other water-related and water-enjoyment uses that are compatible with ecological protection and restoration objectives.
 - e. New uses shall be subject to the setback requirements and height limitations contained in Table 5.1 – Shoreline Use & Dimensional Standards.

5.3 Shoreline Use Table

1. Types of Uses: For the purposes of this SMP, there are 3 kinds of use:
 - a. A Permitted (P) use is one that may be authorized through a Minor Project Authorization or Shoreline Substantial Development Permit subject to all the applicable provisions of this SMP.
 - b. A Conditional (C) use is a discretionary use reviewed according to the process and criteria in SMP Section 2.7.
 - c. A Prohibited (X) use is one that is not permitted in a Shoreline Environment Designation.
 - d. When a letter or use category is not listed in this section, an interpretation may be initiated under SMP Section 5.4.13.
2. Use Table: A list of permitted, conditional and prohibited uses in each Shoreline Environment Designation (SED) is presented in Table 5.1 – Shoreline Use & Dimensional Standards. The table also lists the minimum shoreline setbacks applicable to the use, activity, or development categories within each SED. This table is intended to work in concert with the specific use policies and regulations that following, however, where there is a discrepancy between this table and the text of the SMP, the text shall take precedence.

TABLE 5.1 – SHORELINE USE & SETBACK STANDARDS										
	Shoreline Environment Designation									
	Most Restrictive					Least Restrictive				
	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										
Agriculture & Mining										
Agriculture	X	n/a	X	n/a	X	n/a	X	n/a	X	n/a
Mining	X	n/a	X	n/a	X	n/a	X	n/a	X	n/a
Aquaculture										
Water-Oriented	C	n/a	X	n/a	X	n/a	C	0	C	0
Non-Water Oriented	X	n/a	X	n/a	X	n/a	X	n/a	C	150
Boating Facilities & Overwater Structures										
Non-motorized Boat Launch	See Adjacent Upland Environment		C		P		P		P	
Motorized Boat Launch			X		C		C		P	
Mooring Buoy			C		C		P		P	
Float			X		C		C		P	
Private Leisure Deck			X	n/a	C	n/a	C	n/a	P	n/a
Public Leisure Pier			X		C		P		P	
Single-User Residential Dock			X		C		C		P	
Joint-Use Moorage			X		P		P		P	
Marina		X		X		C		P		
Commercial & Industrial										
Water-Dependent	P				X ¹	0	P	0	P	0
Water-Related, Water Enjoyment	C	n/a	X	n/a	X ¹	75	P	50	P	33
Non-Water-Oriented	X				X	-	C ²	150	C ²	100
Forest Practices										
All	X	n/a	C	50	P	50	P	50	P	25
Institutional										
Water-Dependent	C		C	0	C	0	P	0	P	0
Water-Related	X	n/a	X	n/a	C	100	P	75	P	50
Non-Water-Oriented	X		X	n/a	C	100	C	100	P	100
Cemetery	X		X	n/a	C	50	P	50	C	50
Instream Structures										
All	C	n/a	C	0	C	0	C	0	C	0

TABLE 5.1 – SHORELINE USE & SETBACK STANDARDS, CONT.

	Shoreline Environment Designation									
	Most Restrictive					Least Restrictive				
	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										
Land Division										
All	C	n/a	C	n/a	P	n/a	P	n/a	P	n/a
Recreational										
Water-Dependent	P		P	0	P	0	P	0	P	0
Water-Related/Water-Enjoyment	X		C	100	P	50	P	50	P	50
Trail Parallel to the Shoreline, View Platform	C	n/a	P	50	P	50	P	33	P	25
Dirt or Gravel Public Access Trail to the Water	X		P	0	P	0	P	0	P	0
Non-Water-Oriented (golf course, sports field)	X		X	n/a	X	n/a	C	150	C	100
Residential										
Single-Family	X		X		P	50	C	50	X	N/A
Multi-Family	X	n/a	X	n/a	P	50	P	50	P	50
Over-Water Residence	X		X		X	n/a	X	n/a	X	n/a
Transportation & Parking Facilities										
Highway/Arterial Road	C		X	n/a	C	100	P	50	P	50
Access & Collector Road	X		C	100	P	100	P	50	P	50
Private Road	X		C	100	P	50	C	50	C	50
Bridge	C	n/a	C	0	C	0	P	0	P	0
Railroad	C		C	100	C	100	P	50	P	50
Airport	X		X	n/a	X	n/a	C	150	C	150
Primary Parking Facility	X		X	n/a	X	n/a	X	n/a	X	n/a
Accessory Parking (On-Site Parking Serving another Use, Including Recreation/Vista Uses)	X		P	100	P	100	P	50	P	33

TABLE 5.1 – SHORELINE USE & SETBACK STANDARDS, CONT.

	Shoreline Environment Designation									
	Most Restrictive					Least Restrictive				
	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										
Utilities										
Water-Oriented	P	n/a	C	0	C	0	P	0	P	0
Non-Water-Oriented (Parallel)	X	n/a	C	100	C	50	P	50	P	33
Non-water-Oriented (Perpendicular)	C	n/a	C	0	C	0	C	0	P	0
1 – All Industrial uses are prohibited, however, a Water-Oriented Commercial use may be allowed as a conditional use in the Shoreline Residential SED. 2 – Conditionally allowed only when a) 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 limited or b) the site is physically separated from the shoreline by another property or public right-of-way.										

3. Maximum Building Height: There shall be a 35' maximum height for all structures, except there shall be a 50' maximum height for the following when located in the Active Waterfront SED:
 - Marinas, Water-Oriented Commercial, Industrial, Institutional, and Recreational, and Multi-Family Residential. For a structure to exceed the maximum heights above, the proponent must apply for a Shoreline Variance, and comply with the following criteria in addition to the standard Shoreline Variance Criteria in SMP 2.8:
 - a. Demonstrate that overriding considerations of the public interest will be served, and
 - b. Demonstrate that the proposal will not obstruct the view of a substantial number of residences on areas adjoining such shorelines.

5.4 Specific Shoreline Use Policies & Provisions

5.4.1 Agriculture & Mining

1. Location Description. Agricultural and mining uses are limited and largely inappropriate within Stevenson's shorelines.
2. Applicability.
 - a. In accordance with the provisions of WAC 173-26-241(3)(a)(ii), this SMP applies only to new agricultural activities.
 - b. This SMP applies only to new mining uses.
 - c. Existing agricultural and mining uses, if present, are subject to the nonconforming use provisions of SMP Section 2.9.
3. Policies:
 - a. New agricultural uses should not be permitted on Stevenson's shorelines.

- 60 b. New mining uses are not appropriate within Stevenson should not be permitted on
Stevenson's shorelines.
- c. Existing agricultural uses should be allowed to continue until the property owner seeks to convert
the land to some other use.
4. Regulations:
- 65 a. Conversion of agricultural land to non-agricultural uses shall be consistent with the
applicable Shoreline Environment Designation, the environmental protection and no net loss
provisions of SMP Section 4.3, and all appropriate regulations for the new use.

5.4.2 Aquaculture

1. Location Description. Aquacultural uses are limited and largely incompatible with Stevenson's
vision for its shorelines.
- 70 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 activities." Nevertheless, these facilities
are regulated by the provisions of this section and not SMP Section 5.4.1.
3. Policies:
- 75 a. New aquaculture uses should be discouraged within Stevenson's shoreline jurisdiction.
- b. Because aquaculture is an activity of statewide interest, aquaculture may be considered as a
Shoreline Conditional Use Permit (SCUP) within appropriate shoreline environment
designations and when consistent with control of pollution and prevention of damage to the
environment.
- 80 c. The selection of potential locations for aquaculture facilities should take into account specific
requirements for water quality, temperature, flows, oxygen content, and adjacent land use
compatibility, wind protection, and commercial navigation.
4. Regulations:
- 85 a. The development of aquacultural uses shall control pollution and prevent damage to the
shoreline environment, consistent with the mitigation sequencing policies of SMP Section 4.3
and other policies of this SMP related to no net loss of shoreline ecological function. In
particular, aquaculture shall not be permitted if it would spread disease to native aquatic life
or would establish new non-native species, which cause significant ecological impacts.
- 90 b. New aquaculture uses that use new or experimental technologies may be allowed.
- c. Aquaculture uses shall consider the impacts on adjacent and nearby water-dependent uses, –
especially recreational uses – and shall not be permitted if, after mitigations are applied, they
would negatively affect the viability of other water-dependent uses.
- d. Aquaculture facilities shall not significantly conflict with water-based navigation.
- 95 e. The aesthetic impacts of new, expanded, or altered aquaculture facilities shall be addressed
by using colors and materials that blend with the surrounding environment and locating
facilities where they are naturally concealed from view.
- 100 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.

- g. New finfish rearing facilities required to offset the impacts of hydroelectric facilities under a FERC license shall first obtain a SCUP. Commercial rearing facilities are prohibited.

5.4.3 Boating Facilities & Overwater Structures

- 105 1. Location Description. Boating facilities and overwater structures 1) serve an important role in providing recreational access to the City's shoreline waterbodies, 2) bring tourists to the City, and 3) have the potential to generate economic development in conjunction with port and shipping activity. Boating facilities and overwater structures are limited in Stevenson's shoreline areas. The Columbia River within the current shoreline jurisdiction includes public motorized and
- 110 nonmotorized boating facilities operated by the Port of Skamania County and limited private facilities related to residential uses. Rock Cove and lower Rock Creek are home to informal non-motorized boating facilities on public lands and deteriorating private facilities where some change is expected. In the predesignated area along the Columbia River, there are additional boating facilities and over water structures related to private residential and industrial uses.
- 115 2. Applicability. This section applies to all boating facilities and overwater structures having as their primary purpose launching or mooring vessels, serving some other water- dependent purpose, or providing public access.
3. Policies:
- 120 a. Boating facilities and overwater structures 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. 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.
- 125 b. Boating facilities and overwater structures should be restricted to the minimum size necessary to meet the needs of the proposed use. The length, width, and height of overwater structures and other developments regulated by this section should be no greater than that required for safety and practicality for the primary use.
- 130 c. Boating facilities and overwater structures should be constructed of materials that will not adversely affect water quality or aquatic plants and animals in the long term, and have been approved by applicable state agencies.
- 135 d. Boating facilities and overwater structures should be spaced and oriented in a manner that minimizes hazards and obstructions to public navigation rights and corollary rights thereto (e.g., fishing, swimming, pleasure boating, etc.).
- e. To limit the number and extent of overwater structures and minimize potential long-term impacts associated with those structures, mooring buoys should be preferred over docks; boating facilities and overwater structures that serve many (e.g., joint- use moorages, marinas, public leisure piers, etc.) should be preferred over private, single-user facilities and structures.
- 140 f. Piers should be preferred over floating docks where significant river or stream current does not occur.
4. Regulations:

- 145 a. All boating facilities and overwater structures shall be designed to be consistent with federal and state regulations, including design criteria established by the WDFW, the USACE, and the Washington State Department of Health.
- 150 b. Boating facilities and overwater structures shall be designed, constructed, and maintained to so as not to interfere with or impair the navigational use shorelines.
- 155 c. Boating facilities and overwater structures shall only be permitted where it can be demonstrated that:
- 160 i. The proposed site has the flushing capacity required to maintain water quality;
 - ii. They will not interfere with exercise of tribal treaty fisheries;
 - iii. Adequate facilities for the prevention and control of fuel spillage are incorporated into the proposal;
 - 165 iv. The proposal is engineered or uses proven methods to maximize human safety and minimize potential for flood- or wind-related detachment of the facility from shore;
 - v. There shall be no net loss of ecological functions as a result of the development and associated recreational opportunities;
 - vi. The proposed design will minimize impediments to fish migration; and
 - vii. The proposed design allows light penetration to support aquatic vegetation and prevent the increase of predation on salmonids as a result of overwater structures.
- 170 d. New boating facilities and overwater structures shall not be located:
- 165 i. Where unassociated with water-dependent uses or public access.
 - ii. Along braided or meandering river channels where the channel is subject to change in alignment.
 - 175 iii. On point bars or other accretion beaches.
 - iv. In areas with important habitat for aquatic species or where wave action caused by boating use would increase bank erosion rates.
 - v. Along a shoreline of Rock Cove if the facility is intended for motorized boats
- 180 e. Facilities and structures for use by motorized boats (including personal watercraft) shall be located far enough from public swimming beaches, fishing and aquaculture harvest areas, and waterways used for commercial navigation to alleviate any adverse impacts, safety concerns, and potential use conflicts.
- f. Installation of boat waste disposal facilities (e.g., pump-outs, portable dump stations, etc.) shall be required at all marinas and shall be provided at public boat launches to the extent possible. In addition, wash stations to remove noxious weeds shall be provided, where feasible. The locations of such facilities shall be considered on an individual basis in consultation with the state departments of Ecology, Health, Parks, and Washington State Department of Natural Resources (DNR) and WDFW, as necessary.
- 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.
- h. Floating and other overwater homes, including liveaboard vessels, are prohibited.
- i. Boating facilities and overwater structures shall be constructed of materials that will not adversely affect water quality or aquatic plants and animals over the long term. Materials used for submerged portions, decking, and other components that may come in contact with

- 185 water shall be approved by applicable state agencies for use in water to avoid discharge of
pollutants from wave splash, rain, or runoff. Wood treated with creosote, copper chromium,
arsenic, pentachlorophenol, or other similar toxic materials is prohibited for use in moorage
facilities.
- 190 j. Exterior finish of all boating facilities and overwater structures shall be generally non-
reflective, to reduce glare.
- k. When required under SMP Section 4.6, public access providing overwater viewing
opportunities shall be prioritized for inclusion with boating facilities and overwater
structures.
- 195 l. Extended moorage of vessels on waters of the state shall be restricted, except as allowed by
applicable state regulations and unless a lease or permission is obtained from the state and
impacts to navigation and public access are mitigated.

5.4.4 Commercial & Industrial

- 200 1. Location Description. Commercial and industrial uses within Stevenson shoreline jurisdiction
currently occur on land owned by the Port of Skamania County where future changes and
additions are likely. Addition of new commercial uses are likely on vacant lands adjacent to Rock
Cove and lower Rock Creek. Addition of new industrial uses are likely on vacant lands adjacent to
upper Rock Creek. Redevelopment of the Stevenson Co-Ply mill site and adjacent properties is
likely and could include new commercial and industrial development.
- 205 2. Applicability. This section applies:
- a. During the review of Shoreline Permits (i.e., SSDPs, SCUPs, SVARs) for new, altered, or
expanded commercial and industrial uses.
- b. During the review of Minor Project Authorizations (MPA) for commercial and industrial uses.
- 210 c. In conjunction with all applicable shoreline use and modification provisions of this SMP (e.g.,
some commercial or industrial developments are often associated with a variety of uses and
modifications, such as parking and dredging that are identified separately in this SMP. Each
shoreline use and every type of shoreline modification should be carefully identified and
reviewed individually for compliance with all applicable sections.)
3. Policies:
- 215 a. Give first preference to water-dependent commercial and industrial uses over non-water-
dependent commercial and industrial uses; and second, to water-related commercial and
industrial uses over non- water-oriented commercial industrial uses. Existing non-water-
oriented commercial and industrial uses should phase out over time.
- b. Prohibit new non-water-oriented industrial development on shorelines, unless the
circumstances in WAC 173-26-241(3)(f) are found to exist.
- 220 c. Ensure shoreline commercial development provides public access to the shoreline where
opportunities exist, provided that such access would not pose a health or safety hazard.
- d. Encourage industrial development to incorporate public access as mitigation for impacts to
shoreline resources and values unless public access cannot be provided in a manner that
does not result in significant interference with operations or hazards to life or property.

- 225 e. Limit overwater commercial development to that which is water-dependent, or if not water-
dependent, that which is accessory and subordinate as necessary to support a water-
dependent use.
- 230 f. Locate and design industrial development in shoreline areas to avoid significant adverse
impacts to other shoreline uses, resources, and values, including shoreline geomorphic
processes, water quality, fish and wildlife habitat, and the aquatic food web. However, some
industrial facilities are intensive and have the potential to negatively impact the shoreline
environment. When impacts cannot be avoided, they should be mitigated to assure no net
loss of the ecological functions necessary to sustain shoreline resources.
- 235 g. Encourage restoration of impaired shoreline ecological functions and processes as part of
new or expanded commercial development, especially for non-water-oriented uses.
- h. Give priority to industrial facilities proposed in areas of the shoreline already characterized
by industrial development over such facilities proposed in shoreline areas not currently
developed for industrial or port uses.
- 240 i. Locate industrial development where restoration of impaired shoreline ecological functions
and processes and environmental cleanup can be included in the design of the project.
4. Regulations:
- 245 a. Water-dependent commercial and industrial uses shall be given preference over water-
related and water-enjoyment commercial and industrial uses. Second preference shall be
given to water-related and water-enjoyment commercial and industrial uses over non-water-
oriented commercial and industrial uses.
- 250 b. Prior to approval of water-dependent uses, the Administrator 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.
- c. When allowed, industrial development shall be located, designed and constructed in a
manner that assures no net loss of shoreline ecological functions.
- 255 d. Commercial development that is not water-dependent shall not be allowed over water
except where it is located within the same existing building and is necessary to support a
water-dependent use.
- e. Overwater and in-water construction of non-water-oriented industrial uses is prohibited. This
provision is not intended to preclude the development of docks, piers, or boating facilities,
or water-related uses that must be located in or over water (e.g., security worker booths, etc.
that are necessary for the operation of the water-dependent or water-related use).
- 260 f. Only those portions of water-oriented industrial uses that require over or in-water facilities
shall be permitted to locate waterward of the OHWM, provided they are located on piling or
other open-work structures, and they are limited to the minimum size necessary to support
the structure's intended use.
- g. Water-related and water-enjoyment uses shall avoid impacts to existing navigation,
recreation, and public access.
- 265 h. Non-water-oriented commercial and industrial development shall not be allowed unless:
- i. The use is part of a mixed-use project that includes water-dependent uses, and
provides a significant public benefit with respect to provisions of public access or
ecological restoration; or

- 270 ii. Navigability is severely limited at the proposed site, and the commercial use provides a significant public benefit with respect to provision of public access or ecological restoration; or
- iii. The site is designated for commercial use and is physically separated from the shoreline by another property or a public right-of-way.
- 275 i. New commercial and industrial developments shall provide public access to the shorelines, subject to SMP Section 4.6.
- j. Public access and ecological restoration shall be considered as potential mitigation of impacts to shoreline resources and values for all water-related or water dependent development unless such improvements are demonstrated to be infeasible or inappropriate.
- 280 k. New industrial developments shall mitigate for the impacts of the use's intensity by providing shoreline restoration consistent with the shoreline restoration plan adopted by the City.

5.4.5 Forest Practices

- 285 1. Location Description. Forested lands currently exist along Rock Creek and forest practices are expected in that and other areas within Stevenson's shoreline jurisdiction.
2. Applicability.
- a. This section applies to any forest practice that includes activities other than timber cutting permitted under the Forest Practices Act.
- b. This section applies to forest practice conversions and other Class IV-General forest practices where there is a likelihood, in the opinion of the Administrator, of conversion to nonforest uses.
- 290 c. This section does not apply to any other permitted forest practices for which the City relies on the Forest Practices Act, rules implementing that act, and the *Forest and Fish Report* to provide adequate management of commercial forest uses within Stevenson's shoreline jurisdiction.
3. Policies:
- 295 a. Given the importance of the forest industry to Skamania County's economy, the viability of this industry should be protected while also protecting the City's shorelines from incompatible forest practices that would harm shoreline ecology or negatively impact other uses especially recreation and public access.
- b. Proposed forest practices regulated by this SMP should result in no net loss of shoreline ecological functions.
- 300 c. Non-harvest forest practices (e.g., creation of roads, stream crossings, forestry structures and buildings, log storage, etc.) should comply with the regulations of this section and result in no net loss.
- d. Forest practices should comply with regulations established by the Washington State Forest Practices Act, including coordination with the DNR for Class IV forest practices conversions to non-forest uses and should also comply with selective timber harvesting requirements on shorelines of statewide significance contained in RCW 90.58.150.
- 305 4. Regulations:

- 310 a. Commercial harvest of timber undertaken on shorelines shall comply with the applicable
policies and provisions of the *Forests and Fish Report* (U.S. Fish and Wildlife Service, et al.,
1999) and the Forest Practices Act, RCW 76.09 as amended, and any regulations adopted
pursuant thereto (WAC 222), as administered by DNR, but is not subject to this SMP
- 315 b. Along the Columbia River, a shoreline of statewide significance, no more than 30% of the
merchantable trees located within 200 feet of the OHWM may be harvested within any 10-
year period unless approved through a shoreline conditional use permit. Other timber
harvesting methods may be permitted in those limited instances where the topography, soil
conditions, or silviculture practices necessary for regeneration render selective logging
ecologically detrimental.
- 320 c. For the purposes of this SMP, preparatory work (e.g., grading, installation of utilities,
vegetation removal, clear cutting, etc.) associated with the conversion of land to non-forestry
uses and/or developments including conversion timber harvests shall not be considered a
forest practice regulated by this SMP and shall be reviewed in accordance with the provisions
for the proposed non-forestry use, modification provisions, and the general provisions of this
SMP, including vegetation conservation. The conversion of forest land to non-forestry uses
and/or developments shall result in no net loss of ecological functions and avoid impacts to
325 other shoreline resources, values, or other shoreline uses (e.g., navigation, recreation, public
access, etc.).
- 330 d. Non-harvest forest practices (e.g., construction of roads, stream crossings, log storage,
buildings to assist with forest practices activities regulated by RCW 76.09) are considered
development under this SMP and shall adhere to the requirements of this section including
demonstrating no net loss of shoreline ecological function and the applicable requirements
below:
- 335 i. All forest practices subject to this SMP shall meet the setbacks in SMP Table 5-1.
- ii. Roads. Roads shall be constructed outside of shoreline jurisdiction unless
demonstrated not to be feasible.
- 340 iii. Roads. If constructed within shoreline jurisdiction, roads shall be the minimum width
necessary to for the forest practice activity and shall be maintained (e.g., regular
placement of gravel) to prevent erosion to nearby streams.
- iv. Roads. Roads shall follow the contour of the land to avoid the necessity for deep
cuts or placement fill to stabilize roads.
- 345 v. Stream Crossings. Bridges are preferred over culverts in streams to prevent impacts
to aquatic life and habitats.
- vi. Stream Crossings. If culverts are proposed, they shall be designed to minimize
impacts to aquatic life (e.g., allowing for passage of fish in streams).
- 350 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
operations at previously cleared and improved industrial sites for the purposes of
shipment and storage for milling, provided that erosion and sediment control BMPs
in compliance with the *Stormwater Management Manual for Western Washington*
(2014 or as amended).

- viii. Temporary Structures. Temporary structures associated with forestry uses are non-harvest forest practices, which are regulated by this SMP. These structures, at a minimum, are subject to the general provisions of this SMP.

5.4.6 Institutional

- 355 1. Location Description. Institutional uses include land uses and/or related structures for the provision of educational, medical, cultural, public safety, social and/or governmental services to the community. Cemeteries are located within the shoreline jurisdiction for Rock Creek and the pre-designated shoreline area along the Columbia River. The Columbia River, Rock Cove, and lower Rock Creek contain institutional uses for the Skamania County, the Port of Skamania
- 360 County, and non-profit service providers. These uses are subject to change overtime.
2. Applicability.
- 365 a. This section applies to all new, expanded, or altered institutional uses within Stevenson's shoreline jurisdiction.
- b. This section does not apply to existing cemeteries which are not expanded or altered, however, existing cemeteries are not exempt from the general provisions, the bulk and dimensional standards of SMP Table 5.1 and shoreline modification provisions of this SMP, as applicable.
3. Policies:
- 370 a. Preference should be given to institutional developments which include water-dependent and water-related uses and activities as primary uses within shoreline areas.
- b. New institutional development along shorelines should use innovative designs, including low impact development approaches, Leadership in Energy and Environmental Design or other sustainable development measures to serve as an example of optimal shoreline development.
- 375 c. Institutional development should be designed and located so as to avoid or minimize impacts to shoreline ecological functions and achieve no net loss in compliance with SMP Section 4.3.
- d. Institutional developments that abut the water's edge should provide physical and/or visual public access to the shoreline consistent with SMP Section 4.6.
- 380 4. Regulations
- a. Institutional uses shall be designed to prioritize uses such that water-dependent uses have preferred shoreline location, followed by water-enjoyment 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.
- 385 b. Where institutional uses are allowed as a conditional use, the following must be demonstrated:
- 390 i. A water dependent use is not reasonably expected to locate on the proposed site due to topography, surrounding land uses, physical features of the site, or the site's separation from the water;
- ii. The proposed use does not displace a current water-oriented use and will not interfere with adjacent water-oriented uses; and

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iii. The proposed use will be of substantial public benefit by increasing the public use, enjoyment, and/or access to the shoreline consistent with protection of shoreline ecological functions.

c. Where allowed, non-water-oriented institutional uses may be permitted as part of a mixed use development provided that a significant public benefit such as public access and/or ecological restoration are provided.

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d. In no case shall loading, service areas, and other accessory uses be located waterward of the structure. Loading and service areas shall be screened from view with native plants.

5.4.7 Instream Structures

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1. Location Description. Stevenson's shorelines include a variety of instream structures including 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.

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2. Applicability. This section applies to all instream structures placed by humans within a stream or river waterward of the OHWM that causes or has the potential to cause water impoundment or diversion, obstruction, or modification of water flow. Docks, marinas, piers, shoreline stabilization, and boating facilities, although located instream, are not regulated by this section and are not instream structures for the purposes of this section.

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3. Policies:

a. The location, design, construction and maintenance of instream structures should give due consideration to the full range of public interests, watershed functions and processes, and environmental concerns, with special emphasis on protecting and restoring priority habitats and species.

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b. Non-structural and non-regulatory approaches should be encouraged as an alternative to instream structures. Non-regulatory and nonstructural approaches may include public facility and resource planning, land or easement acquisition, education, voluntary protection and enhancement projects, or incentive programs.

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4. Regulations

a. New instream structures shall obtain approvals through other agencies (e.g., USACE, Ecology, WDFW, DNR, etc.) where applicable.

b. New instream structures shall not interfere with existing water-dependent uses, including recreation.

c. Instream structures shall allow for natural surface water movement and surface water runoff.

d. Instream structures shall not be a safety hazard or obstruct water navigation.

e. Instream structures shall be designed by a qualified professional.

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f. Instream structures shall provide for the protection, preservation, and restoration of ecosystem-wide processes, ecological functions, and cultural resources (e.g., fish and fish passage, wildlife and water resources, hydrogeological processes, natural scenic vistas, etc.).

5.4.8 Land Division

1. Location Description. Land division is an accepted outcome of urban development and occurs in all areas of Stevenson's shoreline jurisdiction.
- 435 2. Applicability. This section applies to all proposed land division within shoreline jurisdiction.
3. Policies
 - a. Land division should not result in a net loss of ecological functions.
 - b. Land division should not complicate efforts to maintain or restore shoreline ecological functions.
 - 440 c. Land division involving the subdivision of land into more than 4 parcels should provide community and/or public access in conformance with SMP Section 4.6
4. Regulations:
 - a. Plats and subdivisions shall be designed, configured and developed in a manner that assures no net loss of ecological functions results from the plat or subdivision at full build-out of all
 - 445 lots.
 - b. The layout of lots within 1) new plats and subdivisions, 2) plat amendments, or 3) boundary line adjustments shall:
 - 450 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.
 - ii. Not result in lots containing inadequate buildable space due to critical areas and/or their buffers.
 - c. To ensure the success of restoration and long-term maintenance, the City may require that critical areas and/or aquatic lands be placed in a separate tract which may be held by an
 - 455 appropriate natural land resource manager (e.g., homeowner's association, land trust, natural resource agency, etc.).

5.4.9 Recreational

1. Location Description. Recreational uses are an important part of Skamania County's economy, and the increase in recreational opportunities was a key goal of City leaders during the economic
 - 460 decline of the forestry and milling industries. According to information from the Washington State Employment Security Department, the "Leisure and Hospitality Category" makes up approximately one quarter of Skamania County's economy which is a reflection of the importance of tourism in the County and the success of the City in making recreation part of its foundation. Currently the Columbia River, Rock Cove, and lower Rock Creek shorelines are
 - 465 developed with recreational amenities, and all shorelines have the potential for additional recreation.
2. Applicability. This section applies to all new, expanded, or altered recreational uses and facilities which include public and private (commercial) facilities for recreational activities (e.g., camping, hiking, fishing, photography, viewing, birdwatching, concession stands) and more intensive uses
 - 470 (e.g., parks with sports facilities, other outdoor recreation areas).
3. Policies:
 - a. The City should develop a parks and recreation master plan that is mutually consistent with this SMP and consistent with the public access planning guidelines of WAC 173-26-221(4)(c).

- 475 b. Water-oriented recreational uses are a priority use category under the SMA and for
development of the City's shorelines and economy and should be promoted. Non-water-
oriented uses are not preferred and should be allowed only if it can be demonstrated that
they do not displace water-oriented recreational opportunities.
- 480 c. Public access should be incorporated into all recreational projects consistent with SMP
Section 4.6 and consistent with constitutional limitations, safety, and environment provisions
of that section.
- d. The City should work with BNSF Railway and WSDOT to expand recreational access to the
Columbia River and connections between the Columbia River and lower Rock Creek.
- 485 e. The City should work with private property owners and developers adjacent to recreational
uses to help fund improvements which will draw people to shorelines and benefit adjacent
businesses.
4. Regulations:
- a. Water-oriented recreational development shall be given priority and shall be primarily
related to access, enjoyment, and use of the water and shorelines.
- 490 b. Non-water-oriented recreational developments may be permitted only where it can be
demonstrated that:
- i. A water-oriented use cannot feasibly locate on the proposed site due to topography
and/or other physical features, surrounding land uses, or the site's separation from
the water;
- 495 ii. The proposed use does not usurp or displace land currently occupied by a water-
oriented use and will not interfere with adjacent water-oriented uses;
- iii. The proposed use will be of appreciable public benefit by increasing ecological
functions together with public use, enjoyment, or access to the shoreline.
- c. Non-water-oriented accessory uses (e.g., offices and parking areas that are part of
recreational facilities) should be located landward of water-oriented facilities.
- 500 d. Recreational facilities shall include features such as buffer strips, screening, fences, and signs,
if needed to protect the value and enjoyment of adjacent or nearby private properties and
natural areas from trespass, overflow and other possible adverse impacts.
- e. Recreation facilities shall demonstrate that they are located, designed, and operated in a
manner consistent with the purpose of the shoreline environment designation in which they
are located and will result in no net loss of shoreline ecological functions.
- 505 f. Where fertilizers and pesticides are used in recreational developments, waters in and
adjacent to such developments shall be protected from drainage and surface runoff.

5.4.10 Residential Development

- 510 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 preferred uses similar to water-dependent uses
(e.g., ports, recreational uses, public access, commercial and industrial developments). Single-
Family uses are mainly considered for areas of upper Rock Creek, along certain areas of the
Columbia River and in areas that are separated from the OHWM by road or rail. Multi-Family

- 515 development is considered along parts of Rock Cove, lower Rock Creek, and the Columbia River,
and as part of mixed use projects.
2. Applicability. This section applies:
- 520 a. During the review of Shoreline Permits (i.e., SSDPs, SCUPs, SVARs) for new, altered, or
expanded residential uses including new subdivisions and multifamily developments.
- b. During the review of Minor Project Authorizations (MPA) for development of one single-
family dwelling.
3. Policies:
- 525 a. Development of single-family residential homes and appurtenant structures are preferred
uses under the SMA only when consistent with the control of pollution and prevention of
damage to natural resources, and should be encouraged in appropriate Shoreline
Environment Designations provided they meet the standards of this program to achieve no
net loss.
- 530 b. New single-family residential uses should limit shoreline environmental impacts through
implementation of the setback and shoreline modification standards of this SMP, as well as
provision of stormwater control and adherence to City building, public works, and zoning
standards.
- c. New residential development of more than 4 units should provide public access consistent
with SMP Section 4.6.
- 535 d. New floating homes should be prohibited due to their resulting increases in overwater
coverage which can increase juvenile salmon predation and associated pollution from
uncontrolled stormwater runoff, sewage and graywater releases.
- e. New residential development should be subject to the general provisions and environment
designation provisions of SMP Chapters 3 and 4 and specific use regulations below.
- 540 f. Existing residential structures and their appurtenant structures that were legally established,
but which do not meet setback or height requirements in this SMP should be considered
conforming under this SMP. Redevelopment, expansion, change of the class of occupancy, or
replacement of the residential structure may be allowed as consistent with applicable
provisions of this SMP, including requirements for no net loss of shoreline ecological
functions.
- 545 4. Regulations:
- a. New single-family homes are prohibited within the Active Waterfront SED.
- b. New over-water residences, floating homes, and liveaboard vessels are prohibited.
- c. Home occupation businesses, as described in SMC Table 17.13.020-1, which are accessory to
residential uses are permitted provided all other provisions of this SMP are met.
- 550 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, Setback Consistency. The Shoreline Administrator may
approve a minor adjustment in setback standards for single-family residential uses,
up to a maximum of 10% provided that:
- 555 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;

- 560 3. Critical areas or buffers are not present, would not be impacted, or will be mitigated on site to achieve no net loss; and
- 560 4. The applicant demonstrates that reducing the setback using this approach would improve views from the proposed single-family residence.
- 565 ii. Minor Setback Adjustments, Buildable Lots of Record. Adjustments available under SMC 18.13.025(C)(2) shall be available for residential setbacks identified in SMP Table 5.1.
- 565 iii. Setback Variances. Variances to setback standards that do not qualify for the minor adjustments above may be approved as consistent with the provisions of SMP Chapter 2.
- 570 iv. Water-oriented residential uses (e.g., stairs, walkways, unimproved/natural shoreline access trails, piers, docks, bridges, stabilization, and shoreline ecological restoration projects) may be allowed within the setback provided that:
- 575 1. The total impervious surface coverage by all uses within the setback does not exceed 2,000 square feet or 10% of the area within shoreline setbacks of the subject property, whichever is less;
- 575 2. When the impact on shoreline vegetation can be mitigated according to SMP 6.4.1; and
- 575 3. When no net loss of shoreline ecological functions can be demonstrated.
- e. Impervious Surface Coverage. Within the Shoreline Residential designation, impervious surface coverage shall be limited to 50% of the lot or parcel area within shoreline jurisdiction.
- 580 f. Vegetation conservation and shoreline stabilization. New, expanded, or altered residential uses shall adhere to the vegetation conservation requirements of SMP Section 6.4.1 and the shoreline stabilization requirements of SMP Section 6.4.3.
- g. Piers and Docks. For residential development of more than 2 swellings 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.

585 **5.4.11 Transportation & Parking Facilities**

- 590 1. Location Description. Transportation and parking facilities are necessarily associated with many shoreline uses, and the location of these facilities currently occurs in many areas of Stevenson shoreline jurisdiction regardless of the shoreline environment designation.
- 590 2. Applicability. This section applies to all new and redeveloped transportation and parking facilities.
- 595 3. Policies.
- 595 a. New non-water-oriented transportation facilities should be located outside shoreline jurisdiction unless there is no reasonably feasible alternative alignment or location as determined by an alternatives analysis.
- 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 impact existing or planned water-dependent uses adversely. Where feasible, a perpendicular alignment to shoreline

- 600 should be preferred for transportation facilities over a parallel alignment which uses more shoreline area.
- 605 c. Given that the City's Columbia River Shoreline is bisected by the BNSF railroad and the SR 14, the City should explore opportunities for pedestrian over- and underpasses linking upland areas with the waterfront.
- 610 d. Pursuant to RCW 47.01.485, the City should review and act on WSDOT proposals within 90 days.
- 615 e. Public visual and physical access areas should be encouraged as part of new transportation facilities (e.g., viewpoints, rest areas, picnic facilities, trail/bike systems adjacent to roads or railroads, etc.) where feasible and safe to do so. For bridges, public pedestrian access should be considered 1) on the bridge over the waterbody and 2) under or over the bridge parallel to the waterbody.
- 620 f. The City should consider adopting special standards for to unsure public and private roads within shoreline jurisdiction do not result in net loss of shoreline ecological functions.
- 625 g. Parking is not a preferred shoreline use and should be allowed only to support a use authorized under the SMP.
- 630 h. Parking facilities should be located outside of shoreline jurisdiction or as far landward from the OHWM as feasible. Parking facilities serving individual buildings on the shoreline should be located landward, adjacent, beneath, or within the principal building being served. When located within shoreline jurisdiction, the location and design of parking facilities should:
- 635 i. Minimize visual and environmental impacts to adjacent shoreline and critical areas including provision of adequate stormwater runoff and treatment facilities. Parking areas should be adequately fenced and/or screened along the waterward edges of parking facilities and along the sides of such facilities when they abut differing land uses; and
 - 640 ii. Provide for pedestrian access through the facility to the shoreline.
- 645 4. Regulations.
- 650 a. Applications for redevelopment of transportation facilities in shoreline jurisdiction shall include:
 - 655 i. Analysis of alternative alignments or routes, including, where feasible, alignments or routes outside of shoreline jurisdiction;
 - 660 ii. Description of construction, including location, construction type, and materials; and, if needed,
 - 665 iii. Description of mitigation and restoration measures.
 - 670 b. Proposed transportation projects shall plan, design, and locate where routes will have the least possible adverse effect on unique or fragile shoreline features, and will not result in a net loss of shoreline ecological functions or adversely impact existing or planned water-dependent uses. Alternative designs for transportation facilities that have less impact on shoreline resources (i.e., narrower rights-of-way, realignment) shall be considered in compliance with the SMC.
 - 675 c. Roads and railroads of all types shall cross shoreline jurisdiction by the most direct route feasible, unless such a route would result in greater impacts on wetlands and fish and wildlife habitat conservation areas, or channel migration than a less direct route.

- d. Wherever feasible and in compliance with the SMC, transportation facilities, including local access roads and surface parking facilities, shall be shared across shoreline uses to reduce the need for redundant facilities.
- 645 e. New, replacement and enlarged transportation facilities shall provide public access pursuant to SMP Section 4.6.
- f. The City shall seek opportunities to obtain public easements and construct pedestrian connections over or under the railroad and state highway. The City shall place the pedestrian connection in its capital improvement plan and may require it as a condition of approval for Shoreline Permits, including permits involving new or replacement bridges and other transportation facilities.
- 650 g. Primary parking facilities (pay parking lots, park-and-rides) are not allowed within shoreline jurisdiction. Accessory parking (including parking for vista purposes) and loading facilities necessary to support an authorized shoreline use are permitted.
- 655 h. All of the following conditions shall be met when an accessory parking facility is proposed in the shoreline jurisdiction:
- i. The facilities serving water-dependent and non-water oriented uses shall be located landward, adjacent to, beneath or within the building being served. The facilities serving water-related and water-enjoyment uses shall give first preference for location landward, adjacent to, beneath, or within the building being served.
 - 660 ii. Upland parking facilities shall provide safe and convenient pedestrian circulation from the parking area to the shoreline.
 - iii. Loading spaces for development in the shoreline jurisdiction shall be located on the landward or side wall of non-water-dependent uses or activities.
 - 665 iv. All facilities shall provide parking suitable to the expected usage of the facility, with preference given to pavement or other dust-free all-weather surfaces.
 - v. All facilities shall be screened from adjacent, dissimilar uses through the use of perimeter landscaping, fencing, or some other approved material.

5.4.12 Utilities

- 670 1. Location Description. Like transportation and parking facilities, utilities are necessarily associated with many shoreline uses, and the location of these facilities currently occurs in many areas of Stevenson shoreline jurisdiction regardless of the shoreline environment designation.
2. Applicability.
- 675 a. This section applies to primary uses and activities (e.g., such as solid waste handling and disposal, sewage treatment plants and outfalls, public high-tension utility lines on public property or easements, power generating or transfer facilities, gas distribution lines and storage facilities, wireless telecommunications, etc.).
- b. This section does not apply to on-site utility features serving a primary use (e.g., a water, sewer or gas line to a residence or other approved use) which are considered "accessory utilities" and part of the primary use.
- 680 c. This section applies to actions related to utility facilities which do not qualify as normal repair and maintenance under SMP Section 2.5.
3. Policies.

- 685 a. Non-water-oriented utility facilities should be located outside shoreline jurisdiction to the maximum extent feasible.
- b. Utility facilities should existing transportation and utility rights-of-way, easements, or existing cleared areas to the greatest extent feasible.
- c. Utility facilities should be designed, located and maintained to achieve no net loss of shoreline ecological functions.
- 690 d. Existing and new overhead utilities along the Columbia River shoreline should be brought underground whenever feasible.
- e. The City should incorporate existing major transmission line rights-of-way on shorelines into its program for public access to and along water bodies.
4. Regulations.
- 695 a. All utility facilities shall be designed and located to minimize harm to shoreline ecological functions, preserve the natural landscape, and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.
- b. Infrastructure plans shall be reviewed for compatibility with this SMP, and utility service availability in shoreline jurisdiction shall not be the sole cause justifying more intense development.
- 700 c. Primary utility production and processing facilities that are non-water-oriented shall not be allowed in shoreline areas unless it can be demonstrated that no other feasible option is available.
- 705 d. Transmission facilities shall be located to cause minimal harm to the shoreline and shall be located outside of shoreline jurisdiction whenever feasible. When located within the Columbia River shoreline, utility facilities shall be brought underground.
- e. Transmission facilities shall be located in existing rights-of-way whenever possible, cross shoreline jurisdiction by the most direct route feasible, and generally be located perpendicular to the shoreline, unless an alternative route would result in less impact on shoreline ecological functions;
- 710 f. Where environmental impacts are less significant, utility transmission lines, pipes, and wires shall be bored under a river, stream, or CMZ, or permanently affixed to a bridge or other existing above-ground structure, where feasible;
- 715 g. Restoration of ecological functions shall be a condition of new and expanded non-water-dependent utility facilities.

5.4.13 Unlisted Uses

1. Purpose. It is not possible to contemplate all of the various uses that will be compatible within a shoreline environment designation. Therefore, unintentional omissions occur. The purpose of these provisions is to establish a procedure for determining whether certain specific uses would have been permitted in a shoreline environment designation had they been contemplated and whether such unlisted uses are compatible with the listed uses.
- 720
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, provided that

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prior to establishing any unlisted use within shoreline jurisdiction, the applicant shall first obtain a Shoreline Conditional Use Permit under SMP Section 2.7 and WAC 173-27-160.

Recommended

Chapter 6 – Shoreline Modification Provisions

6.1 Introduction

The policies and provisions in this chapter apply to all new, altered, or expanded shoreline modifications. While shoreline uses typically occur on a permanent or ongoing basis, shoreline modifications are typically temporary or one-time activities undertaken in support of or in preparation for a shoreline use. Shoreline modifications include construction-related activities such as a dike, breakwater or shoreline stabilization, but also include activities such as dredging, filling, clearing, grading, and vegetation removal. For example: vegetation removal and grading (shoreline modifications) may be necessary to prepare for a boat launch (shoreline use).

6.2 General Provisions for All Shoreline Modifications

Shoreline modifications are expected to implement the following principles:

1. Policies: The environmental impacts of new shoreline modifications should be consistent with the following:
 - a. Limit the number and physical extent of shoreline modifications,
 - b. Consider the site-specific conditions which inform the need for and type of modification which is appropriate, with a preference for lesser ecological impacts, and non-structural modifications over structural,
 - c. Allow structural shoreline modifications only where they i) are demonstrated to be necessary to support or protect an allowed primary structure or a legally existing shoreline use that is in danger of loss or substantial damage or ii) are necessary for reconfiguration of the shoreline for mitigation or enhancement purposes,
 - d. Incorporate all feasible measures to protect, restore, and enhance ecological functions and ecosystem-wide processes as modifications occur.
2. Regulations: All proposed shoreline modifications shall:
 - a. Meet the mitigation sequencing requirements in SMP Section 4.3.
 - b. Satisfy all specific shoreline modification provisions of this chapter.

6.3 Shoreline Modifications Table

The shoreline modification table below determines whether a specific shoreline modification is allowed within each of the shoreline environments. This table is intended to work in concert with the specific modification policies and regulations that follow, however, where there is a discrepancy between this table and the text of the SMP, the text shall take precedence.

TABLE 6.1 – ALLOWED SHORELINE MODIFICATIONS						
	Most Restrictive to Least Restrictive					
	AQUATIC	NATURAL	SHORELINE RESIDENTIAL	URBAN CONSERVANCY	ACTIVE WATERFRONT	
P= Permitted, C=Conditional Use, X= Not Permitted, N/A= Not Applicable						
Vegetation Removal	See Adjacent Upland Environment					
All		P	P	P	P	
Fill						
Fill Upland of OHWM		C	P	P	P	
Fill Waterward of OHWM		C	C	C	C	
Shoreline Stabilization						
Soft Stabilization		P	P	P	P	
Hard Stabilization		X	C	C	C	
Shoreline Restoration						
All		P	P	P	C	
Dredging ¹						
New Channel or Basin		X	C	P	P	
Maintenance Dredging		P	P	P	P	
Dredge Disposal w/i a Channel Migration Zone		X	C	C	C	
Dredge Disposal for Ecological Restoration/Enhancement		X	C	C	C	
Breakwaters, Jetties, Groins & Weirs						
All		C ²	C ²	C ²	C ²	
<p>1 – Dredging for fill is generally prohibited except for a Model Toxics Control Act (MTCA), Comprehensive Environmental Response Compensation and Liability (CERCLA), or habitat restoration project approved by a shoreline conditional use permit (SCUP).</p> <p>2 – A SCUP is not required when those structures are installed to protect or restore ecological functions (e.g., large woody material installed in streams, etc.).</p>						

35 6.4 Specific Shoreline Modification Provisions

6.4.1 Vegetation Removal

1. Applicability:
 - a. This section applies to any removal of or impact to shoreline vegetation, whether or not that activity requires a Shoreline Permit. Such activities include clearing, grading, grubbing, and trimming of vegetation.
 - b. This section does not apply retroactively to existing legally established uses and developments and the ongoing maintenance of lawns, gardens, or landscaping. This section

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does not apply to activities associated with a Forest Practices Permit, unless the permit involves conversion to non-forestry uses.

- 45 c. The provisions of SMC 18.13.025(D)(1) apply to vegetation removal within shoreline jurisdiction.
- d. The provisions of 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.
- 50 2. Policies:
- a. Native shoreline vegetation should be conserved where new developments, uses, or shoreline modifications are proposed.
- b. Vegetation removal and conservation should not prevent shoreline uses but should provide for management in a manner that assures no net loss of shoreline ecological functions.
- 55 c. Shade-providing vegetation, especially on the south and west banks of waterbodies, should be prioritized.
- d. Management and control of noxious and invasive weeds should be achieved in a manner that retains onsite native vegetation, provides for erosion control, and protects water quality.
- e. Voluntary enhancement of native shoreline vegetation should be encouraged.
- 60 f. Public education on the benefits of native vegetation, the adverse impacts of lawn chemicals and fertilizers, and participation in the Skamania County Master Gardeners training should be encouraged.
- g. Vegetation conservation should not apply retroactively to existing legally established uses and developments where the removal of vegetation is consistent with a previously-approved landscaping, mitigation, and/or restoration plan.
- 65 3. Regulations:
- General**
- a. Vegetation removal shall be limited to the minimum necessary to accommodate approved shoreline development that is consistent with all other provisions of this SMP. This includes the design, location, and operation of the structure or development, including septic drain fields, which shall minimize vegetation removal and meet all applicable requirements.
- 70 b. If removal of shoreline vegetation is unavoidable, vegetation removal shall be mitigated in accordance with the requirements in SMP Table 6.2 – Mitigation for Vegetation Removal within Shoreline Jurisdiction. Exceptions:
- 75 i. The removal of native vegetation within established gardens, landscaping that serve a horticultural purpose shall not require mitigation under SMP Table 6.2.
- ii. Mitigation plans prepared by a qualified professional may establish mitigation rations that deviate from SMP Table 6.2.
- c. No tree containing an active nest of an eagle, osprey, or other protected bird (as defined by WDFW or the Bald and Golden Eagle Protection Act) shall be removed and the nest shall not be disturbed unless the applicant obtains approval from WDFW.
- 80 d. Vegetation removal conducted for the purposes outlined in SMC 18.13.025(D)(1)(a through d) shall comply with the regulations therein.
- e. Aquatic weed control shall be allowed only where the presence of aquatic weeds will affect native plant communities, fish and wildlife habitats, or an existing water dependent use
- 85 adversely. Aquatic weed control efforts shall comply with all applicable laws and standards.

TABLE 6.2 – MITIGATION FOR VEGETATION REMOVAL WITHIN SHORELINE JURISDICTION		
Location of Vegetation Removal	Type of Vegetation Removal	Mitigation Action Required^{1,2,3,4}
Anywhere	Invasive or noxious vegetation	Native or non-native vegetation planting at 1:1 area ratio
	Hazard Tree	Native or non-native replacement planting at 2:1 replacement ratio
50 Feet or Less from OHWM	Grass, pasture, non-woody, or non-native vegetation (excluding invasive or noxious vegetation)	Native or non-native vegetation planting at 1:1 mitigation ratio
	Native groundcover and understory	Native replacement planting at 2:1 mitigation ratio
	Native tree < 12 inches DBH	Native, woody vegetation replacement planting at 2:1 mitigation ratio
	Significant tree > 12 inches DBH	Native tree replacement planting at 3:1 mitigation ratio
More than 50 Feet from OHWM	Any non-native vegetation	Native or non-native replacement planting at 1:1 mitigation ratio
	Native groundcover or understory	Native replacement planting at a 1:1 mitigation ratio
	Any native tree	Native tree replacement planting at 2:1 mitigation ratio
Outside Oregon White Oak Woodland Dripline	Any removal of native or non-native vegetation within shoreline jurisdiction	Temporary tree protection fencing required prior to ground disturbance. No clearing, grading, trenching staging, boring, or any other activity is allowed within the dripline of the oak woodlands. Conservation covenant or other mechanism may be required if future development is likely to impact mitigation area.
Inside, Entirely or Partially, Oregon White Oak Woodland Dripline	No oak removal and no significant damage to health of the oak trees as demonstrated by arborist's report.	Install temporary tree protection fencing required prior to ground disturbance at the extent of proposed activity to ensure that no clearing, grading, trenching, staging, boring or any other activity will occur within the dripline of oak woodlands beyond what has been recommended by an arborist. Require mitigation for lost scrub/shrub vegetation, if appropriate. Conservation covenant or other mechanism is required to protect the oak woodland from future development.
	Oak removal or significant damage to the health of oak trees as demonstrated by arborist's report.	At a minimum, replace oak trees based on area impacted with new Oregon white oak trees and contact WDFW for additional mitigation.
<p>1 – Impact area is based on the cumulative total of all unmitigated impacts from the effective date of this SMP and is defined as the area of cleared vegetation as measured on the ground.</p> <p>2 – The standards listed in SMC 18.13.057 apply to activities undertaken based on this table. However, for project involving vegetation removal that are not associated with a Shoreline Permit, the Administrator may waive requirements of that section related to deed notices and permanent demarcation for the mitigation area.</p> <p>3 – Replacement planting involves like-for-like replacement of either 1) the species removed or 2) the vegetative layer (strata) as that removed. No invasive vegetation shall be used for replacement purposes.</p> <p>4 – To assist applicants with in determining appropriate mitigation, the City may maintain a list of native vegetation that provide groundcover, understory, and tree canopy cover functions in riparian areas.</p>		

- f. Mitigation Area, Location. The location of the mitigation area shall:
- i. Be on site unless there is insufficient area on site;
 - ii. Improve an area of low habitat functionality;
 - iii. Be within 50 feet of the OHWM or as close as possible to the shoreline waterbody;
and
 - iv. Prioritize south and west banks of waterbodies to provide shade.
- g. Mitigation Area, Monitoring.
- 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.
 - v. In lieu of monitoring, a conservation covenant may be established which prevents future development or alteration within the mitigation area.

6.4.2 Fill

1. Applicability: Any fill activity conducted within shoreline jurisdiction must comply with the policies and provisions herein.
2. Policies:
 - a. Allow fill when it is demonstrated to be the minimum extent necessary to accommodate an allowed shoreline use or development or when associated with a shoreline restoration project and with assurance of no net loss of shoreline ecological functions and processes.
3. Regulations:
 - a. All fills shall be located, designed and constructed to protect shoreline ecological functions and ecosystem-wide processes, including channel migration.
 - b. All fills, except fills for the purpose of shoreline restoration, shall be designed:
 - i. To be the minimum size necessary to implement the allowed use or modification.
 - ii. To fit the topography so that minimum alterations of natural conditions will be necessary.
 - iii. To not adversely affect hydrologic conditions or increase the risk of slope failure, if applicable.
 - iv. To include a temporary erosion and sediment control (TESC) plan, identifying BMPs. Disturbed areas shall be immediately protected from erosion using mulches, hydroseed, or similar methods, and revegetated, as applicable.
 - c. Fills in wetlands, floodways, CMZs or waterward of the OHWM may be allowed only when necessary to support one or more of the following:
 - i. Water-dependent uses.
 - ii. Public Access.
 - iii. Cleanup and disposal of contaminated sediments as part of an interagency environmental clean-up plan.

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- iv. Disposal of dredged material considered suitable under, and conducted in accordance with WDNR's Dredged Material Management Program and/or the Dredged Material Management Office of the USACE.
- v. Expansion or alteration of transportation facilities of statewide significance currently located on the shoreline where alternatives to fill are infeasible.
- vi. Mitigation action (environmental or hazard), ecological restoration, beach nourishment, or enhancement project consistent with an approved mitigation or restoration plan.
- 50
- d. Unless site characteristics dictate otherwise, fill material within surface waters or wetlands shall be sand, gravel, rock, or other clean material with a minimum potential to degrade water quality and shall be obtained from a state-authorized source.
- e. Upland fills not located within wetlands, floodways, or CMZs may be allowed provided they are:
- 55
- i. Part of an allowed shoreline use or modification, or necessary to provide protection to cultural resources.
- ii. Located outside applicable setbacks, unless specifically allowed in setbacks.

6.4.3 *Shoreline Stabilization*

- 60
1. Applicability: This section applies to all new, enlarged, or replacement shoreline stabilization as defined in SMP Chapter 7.
2. Policies:
- a. Locate and design new development to avoid the need for future shoreline stabilization to the extent feasible.
- b. Use structural shoreline stabilization measures only when nonstructural methods are infeasible.
- 65
- c. Ensure soft structural shoreline stabilization measures are used prior to hard stabilization measures unless demonstrated to be insufficient.
- d. Ensure that the cumulative impacts of existing, new, or enlarged hard shoreline stabilization (e.g., beach starvation, habitat degradation, sediment impoundment, exacerbation of erosion, groundwater impacts, hydraulic impacts, loss of shoreline vegetation, loss of large woody material, restriction of channel movement and creation of side channels, etc.) do not result in a net loss of shoreline ecological functions.
- 70
- e. Allow new or enlarged structural shoreline stabilization only where demonstrated to be necessary to support or protect an allowed primary structure or a legally existing shoreline use that is in danger of loss or substantial damage, or for reconfiguration of the shoreline for mitigation or enhancement purposes.
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- f. Ensure all proposals for structural shoreline stabilization, both individually and cumulatively, do not result in a net loss of ecological functions.
3. Regulations:
- 80
- General**
- a. New development shall be designed to avoid the need for future shoreline stabilization where feasible, including the following specific requirements:

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- i. Land divisions shall be designed to ensure that lots created will not require stabilization using a geotechnical analysis of the site and shoreline characteristics.
 - ii. New development shall be adequately setback from steep slopes or bluffs to ensure that stabilization is unnecessary during the life the structure(s).
 - iii. New development that requires shoreline stabilization that causes significant impacts to adjacent or downstream properties is not permitted.
 - iv. Shoreline stabilization structures, both individually and cumulatively, shall not result in a net loss of ecological functions, and shall be the minimum size necessary. Soft approaches shall be used whenever feasible unless demonstrated not to be sufficient to protect primary structures, dwellings, and businesses.
- b. If construction or repair of a shoreline stabilization measure entails vegetation clearing or ground disturbance within the shoreline setback, such disturbance shall be restored according to SMP Section 6.4.1 as quickly as feasible.
- c. A geotechnical report shall be prepared for all new, enlarged, and replacement structural stabilization. The report shall address the need to prevent damage to a primary structure shall meet the following requirements:
- i. Address the necessity for shoreline stabilization by estimated time frames and rates of erosion and report on the urgency associated with the specific situation. As a general matter, hard armoring solutions should not be authorized except when a report confirms that 1) there is a significant possibility that such a structure will be damaged within 3 years as a result of shoreline erosion in the absence of such hard armoring measures, or 2) waiting until the need is immediate would foreclose the opportunity to use measures that avoid impacts on ecological functions.
 - ii. Where the geotechnical report confirms a need to prevent potential damage to a primary structure, but the need is not as immediate as the 3 years, that report may still be used to justify more immediate authorization to protect against erosion using soft or nonstructural measures.
- 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:
- i. Be the minimum size necessary and shall meet no net loss. Soft stabilization measures shall be implemented unless demonstrated not to be sufficient to protect the primary structures, dwellings or businesses.
 - ii. Ensure that publicly financed or subsidized shoreline erosion control measures do not restrict public access except where such access is demonstrated to be infeasible for reasons stated in SMP Section 4.6.3. Ecological restoration and public access improvements shall be incorporated into the stabilization measure, where feasible.
 - iii. Mitigate new erosion control measures, including replacement structures, on feeder bluffs or other actions that affect sediment-producing areas to avoid or, if that is not possible, to minimize adverse impacts to sediment conveyance systems. Where sediment conveyance systems cross jurisdictional boundaries, the City will coordinate shoreline management efforts with Skamania County. If shoreline erosion is threatening existing development, the City will consider formation of a management

125 district or other institutional mechanism to provide comprehensive mitigation for the
adverse impacts of erosion control measures.

New or Enlarged Structural Stabilization

- 130 e. New or enlarged structural shoreline stabilization measures shall not be allowed, except
when the following subsections (i through iv), as applicable, are met.
- 135 i. For existing primary structures:
1. The need to protect primary structures from damage due to erosion is
conclusively demonstrated through a geotechnical report.
 2. The erosion control structure will not result in a net loss of shoreline ecological
functions.
- 140 ii. In support of new non-water-dependent development, including single-family
residences, when all of the conditions below apply:
1. The erosion is not being caused by upland conditions, such as drainage or loss
of vegetation;
 2. Nonstructural measures, such as placing the development farther from the
shoreline, planting vegetation, or installing on-site drainage improvements, are
not feasible or not sufficient; and
 3. The need to protect primary structures from damage due to erosion is
demonstrated through a geotechnical report. The damage must be caused by
natural processes (e.g., tidal action, currents, wind, waves, etc.).
- 145 iii. In support of water-dependent development when all of the conditions below apply:
1. The erosion is not being caused by upland conditions (e.g., loss of vegetation,
drainage, etc.);
 2. Nonstructural measures (e.g., planting vegetation, installing on-site drainage
improvements, etc.) are not feasible or not sufficient; and
 - 150 3. The need to protect primary structures from damage due to erosion is
demonstrated through a geotechnical report.
- 155 iv. To protect projects for the restoration of ecological functions or for hazardous
substance remediation projects pursuant to Chapter 70.105D RCW when
nonstructural measures, planting vegetation, or installing on-site drainage
improvements, are not feasible or not sufficient to adequately address erosion
causes or impacts.

Replacement Structural Stabilization

- 160 f. For the purposes of this section, replacement means the construction of a new structure to
perform a shoreline stabilization function of an existing structure that can no longer
adequately serve its purpose. Additions to or increases in size of existing shoreline
stabilization measures shall be considered new structures. An existing shoreline stabilization
structure may be replaced with a similar structure if there is a demonstrated need to protect
principal uses or structures from erosion caused by currents, tidal action, wind or waves
provided the following provisions (i through iv) are met:
- 165 i. There is a demonstrated need to protect principal uses or structures from erosion
caused by currents, tidal action, wind or waves. For replacement stabilization

structures, a geotechnical report is recommended but not required. At a minimum, applicants must demonstrate need by addressing the following:

1. The structure or use will be at risk from currents, tidal action, wind or waves if the stabilization structure is not replaced;
 2. No feasible options exist to move the at-risk structure out of harm's way;
 3. The primary structure is well-built and will be viable for a long time after stabilization is provided.
 4. The primary structure is not otherwise at risk because of its location in a flood or geotechnical hazard area and replacing the stabilization structure would not assure the long-term safety of the structure.
- ii. The replacement structure should be designed, located, sized, and constructed to assure no net loss of ecological functions.
 - iii. Replacement walls or bulkheads shall not encroach waterward of the OHWM or existing structure unless the residence was occupied prior to January 1, 1992 and there are overriding safety or environmental concerns. In such cases, the replacement structure shall abut the existing shoreline stabilization structure.
 - iv. Soft shoreline stabilization measures that provide restoration of shoreline ecological functions may be permitted waterward of the OHWM.

Repair of Shoreline Stabilization

- g. Normal repair and maintenance of shoreline stabilization is an activity which is authorized under WAC 173-27-040(2)(b). However, for the purposes of this section, repair of a shoreline stabilization measures that exceeds the state-established threshold qualifies as a replacement and is subject to the standards for replacement of stabilization structures, above. A repair to a portion of an existing stabilization structure that has collapsed, eroded away or otherwise demonstrated a loss of structural integrity, and the repair is 50% or greater of the value of the shoreline stabilization measure shall constitute replacement.

6.4.4 Shoreline Restoration

1. Applicability: This section applies to all shoreline habitat and natural systems enhancement projects. These projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for priority species in the shoreline.
2. Policies:
 - a. The ecological enhancement and restoration measures projects identified in the Stevenson Shoreline Restoration Plan should be implemented, and all other shoreline habitat and natural systems enhancement projects should be consistent with that plan wherever feasible.
 - 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.
3. Regulations:
 - a. Shoreline habitat and natural systems enhancement projects may be permitted in all shoreline environments, provided:
 - i. The project's purpose is the restoration or enhancement of the natural character and ecological functions of the shoreline; and

- 210 ii. It is consistent with the implementation of an approved comprehensive restoration
plan, or the project will provide a proven ecological benefit and is consistent with
this SMP.
- b. To the extent possible, restoration and enhancement shall be integrated and coordinated
with other parallel natural resource management efforts.
- 215 c. Implementation of restoration projects identified in the Stevenson Shoreline Restoration Plan
that are focused on restoring degraded habitat in shoreline jurisdiction shall take precedence
over other restoration projects.
- 220 d. The provisions of this SMP shall not apply where a shoreline restoration project causes or
would cause a landward shift in the OHWM that results in 1) land that had not been
regulated under this SMP prior to construction of the restoration project being brought
under shoreline jurisdiction or 2) additional regulatory requirements applying due to a
landward shift in required shoreline buffers or other regulations of this SMP. To obtain this
relief, projects shall satisfy the substantive and procedural requirements of WAC 173-27-215.

6.4.5 *Dredging*

- 225 1. Applicability:
- a. This section applies to new or maintenance dredging activities and disposal of dredge
materials from these activities.
- b. This section is not intended to cover dredging that is incidental to the construction of an
otherwise authorized use or modification (e.g., shoreline crossings, bulkhead replacements).
These in-water substrate modifications should be conducted pursuant to applicable general
and specific use and modification regulations of this SMP.
- 230 2. Policies: Dredging and dredge material disposal should be done in a manner that avoids or
minimizes significant ecological impacts, and impacts that cannot be avoided should be
mitigated in a manner that assures no net loss of shoreline ecological functions.
- 235 3. Dredging Regulations:
- a. New development shall be located and designed to avoid or minimize the need for new and
maintenance dredging.
- b. Dredging shall only be permitted:
- 240 i. In conjunction with a water-dependent use of water bodies or adjacent shorelands.
- ii. As part of the development of utilities or essential public facilities when there are no
feasible alternatives;
- 245 iii. To establish, expand, relocate or reconfigure navigation channels for existing
navigational uses, only where necessary for assuring safe and efficient
accommodation of existing navigational uses and then only when significant
ecological impacts are minimized and when mitigation is provided.
- iv. As maintenance dredging of established navigation channels and basins, restricted
to a previously dredged area and/or an existing authorized dredge prism (specified
location, depth, and width).
- v. For projects associated with MTCA or CERCLA project or with a significant habitat
restoration project approved by a Shoreline Conditional Use Permit (SCUP),

- 250 otherwise dredging for fill materials is prohibited. Disposal of such dredged
materials are subject to the requirements below.
- c. Removal of gravel for flood control shall only be allowed if i) biological and
geomorphological study demonstrates a long-term benefit to flood hazard reduction, ii) no
255 net loss of ecological functions occurs, and iii) extraction is part of a comprehensive flood
management solution.
4. Dredge Disposal Regulations:
- i. When a dredge activity is conducted for the primary purpose of obtaining fill
material, the disposal of dredged materials shall be waterward of the OHWM.
- 260 ii. Disposal of dredged materials on shorelands or associated wetlands shall first obtain
a SCUP and must demonstrate the suitability of the material for a beneficial use
identified in a regional interagency dredge material management plan or watershed
management plan.
- iii. When located within a channel migration zone, disposal of dredged materials shall
be discouraged and shall only be allowed with a SCUP.

265 **6.4.6 Breakwaters, Jetties, Groins, and Weirs**

1. Applicability: This section applies to new, expanded or replacement breakwaters, jetties, groins,
and weirs as those are defined in SMP Chapter 7.
2. Policies:
- 270 a. Allow breakwaters, jetties, groins, and weirs to be located waterward of the OHWM only
where necessary to support water-dependent uses, public access, shoreline stabilization, or
other specific public purpose.
- b. Consider alternative structures with less impact where physical conditions make such
alternatives feasible.
3. Regulations:
- 275 a. Except when for ecological protection/restoration, new, expanded or replacement structures
shall only be allowed with a SCUP.
- b. New expanded or replacement structures shall demonstrate that they will protect critical
areas, will not result in a net loss of shoreline ecological functions, and will support water-
dependent uses, public access, shoreline stabilization, or other specific public purpose.
- 280 c. Breakwaters, jetties, groins, and weirs shall be limited to the minimum size necessary.
- d. Breakwaters, jetties, groins, and weirs shall be designed to protect critical areas.
- e. Proposed designs for new, expanded or replacement structures shall be designed by
qualified professionals, including both an engineer and a biologist.

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Recommended

Chapter 7 – Definitions

As used in this SMP, the words below have the meaning given here unless the context clearly dictates otherwise.

7.1 Abbreviations & Acronyms

- 5 **ANSI** – American National Standards Institute
 BMP – Best Management Practice
 CERCLA – The Comprehensive Environmental Response, Compensation, and Liability Act (“Superfund”);
 1986 amendments are known as Superfund Amendments and Reauthorization Act or SARA
 CMZ – Channel Migration Zone
10 **DBH** – Diameter at breast height, 4.5 feet above existing grade
 FEMA – Federal Emergency Management Agency
 MTCA – The Model Toxics Control Act
 OFM – Washington Office of Financial Management
 OHWM – Ordinary High Water Mark
15 **RCW** – Revised Code of Washington
 SEPA – Washington State Environmental Policy Act, Chapter 43.21C RCW.
 SMA – The Shoreline Management Act, Chapter 90.58 RCW, as amended
 SMP – Shoreline Master Program
 WAC – Washington Administrative Code
20 **WDFW** – Washington Department of Fish & Wildlife
 WDNR – Washington Department of Natural Resources
 USACE – United States Army Corps of Engineers

7.2 Words & Phrases

25 **Accessory Use** or **Accessory Structure** – A use incidental and subordinate to the principal use and
 located on the same lot or in the same building as the principal use, but is not an appurtenance use as
 defined in this Chapter.

30 **Adjacent** – Immediately adjoining (in contact with the boundary of the influence area) or within a
 distance less than that needed to separate activities from critical areas to ensure protection of the
 functions and values of the critical areas. Adjacent shall mean any activity or development located: 1)
 on site immediately adjoining a critical area; or 2) a distance equal to or less than the required critical
 area buffer width and building setback.

35 **Agricultural Activities** – 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,

40 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 Land – Those specific land areas on which agriculture activities are conducted.

Alteration – See SMC 18.13.010 – Definitions.

Anadromous Fish – See SMC 18.13.010 – Definitions.

45 **Applicant** – A person who files an application for a permit and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.

50 **Appurtenance** – A structure or development which is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the OHWM and also of the perimeter of any wetland. On a statewide basis, normal appurtenances include a garage, deck, driveway, utilities, fences, installation of a septic tank and drain field, and grading which does not exceed 250 cubic yards, except to construct a conventional drain field, and which does not involve placement of fill in any wetland or waterward of the OHWM (WAC 173-27-040(2)(g)). Residential appurtenances do not include bulkheads, other shoreline modifications or overwater structures.

55 **Aquaculture** – The culture or farming of fish, 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.

Archaeological – Having to do with the systematic, scientific study of past human life and activities through material remains.

60 **Archaeological Artifact**– An object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities, graves, skeletal remains, and technological byproducts.

65 **Archaeological Resource/Site**– A geographic locality in Washington, including, but not limited to, submerged and submersible lands and the bed of the sea within the state’s jurisdiction, that contains archaeological artifacts.

70 **Archaeological Site Inspection** – A preliminary archaeological investigation of a project area which includes, but is not limited to, archaeological databases, walking the site in a series of transects, and shovel test probes of the subsurface as necessary. When archaeological deposits are identified, sufficient shovel test probe examination shall be conducted to determine whether the discovery meets the definition of an archaeological site in RCW 27.53.030. A Washington State Archaeological Site Inventory form shall be completed and submitted for the identified site. Site inspection reports shall be professionally reasoned and sufficiently detailed to allow another archaeologist to repeat the investigation and reach a similar conclusion.

75 **Archaeological Survey** – A formal archaeological study that includes background research and adheres to the Washington State Department of Archaeology and Historic Preservation (DAHP).

Associated Wetland – Those wetlands that 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.

Beach – The area of unconsolidated material at the interface between a waterbody and dry land.

80 **Best Management Practice** or **BMP** – A conservation practice or system of practices and management measures that: (a) control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxics, or sediment; (b) minimize adverse impacts to surface water and ground water flow and circulation patterns and to the chemical, physical, and biological characteristics of wetlands; (c) protect trees, vegetation, and soils designated to be retained during and following site construction and use native plant species appropriate to the site for revegetation of
85 disturbed areas; and (d) provide standards for proper use of chemical herbicides within critical areas.

Boat Launch or Boat Ramp – A graded slope, slab, pad, plank, or rails providing access in and out of the water for boats or other watercraft by means of a trailer, hand, or mechanical device. Boat launches are categorized based upon whether the access they provide accommodates motorized watercraft.

90 **Boating Facility** – Uses and structures (e.g., marinas, moorages, floats, mooring buoys, boat launches, etc.) designed and intended to support boats and water craft. This definition includes components related to the above uses (e.g., docks, piers, gangways, ells, etc.).

95 **Breakwater** – An offshore structure generally built parallel to the shore that may or may not be connected to land. Its primary purpose is to protect a harbor, moorage, or navigational activity from wave and wind action by creating a still-water area along the shore. A secondary purpose is to protect the shoreline from wave- caused erosion.

Buffer – See SMC 18.13.010 – Definitions.

Canopy Cover – See SMC 18.13.010 – Definitions.

100 **Channel Migration Zone (CMZ)** – 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.

City – The City of Stevenson or the City designee or authorized agent.

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

105 **Commercial Development** – Those uses that are involved in business trade (e.g., occupied building space used for the conducting of retail, office, artisan, restaurant, lodging, childcare, professional business, government services, entertainment, privately operated recreational uses, etc.).

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

110 **Comprehensive Plan** – The document, including maps adopted by the City Council that outlines the City's goals and policies relating to management of land use and development.

Conditional Use – 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.

115 **Critical Freshwater Habitat** – Designated under chapter 36.70A RCW, including streams, rivers, wetlands, and lakes, their associated CMZs, and floodplains.

Cumulative Impact – The combined, incremental effects of human activity on ecological or critical areas functions and values. Cumulative impacts result when the effects of an action are added to or interact with the effects of other actions in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

120 **Cultural Resources** – Archeological and historical sites and artifacts, and traditional areas or items of religious, ceremonial and social uses for tribal members and citizens of Washington.

Degrade – To scale down in desirability or salability, to impair in respect to some physical property or to reduce in structure or function.

125 **Development** – 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 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.

130 **Dock** – A landing or moorage facility for watercraft. Private leisure decks, storage facilities or other appurtenances are not included in this definition.

Dock, Single User Residential – A dock that is used for non-commercial use and enjoyment of a single-family residential lot.

135 If a dock is 1) used for commercial use or 2) by more than one single-family residential lot it is a joint-use moorage.

Dredging – The removal or displacement of earth or sediment (gravel, sand, mud, silt and/or other material or debris) from a river, stream, or associated wetland. "Maintenance dredging" includes the removal of earth or sediment within established navigation channels and basins.

140 **Ecological Function** – 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.

Ecologically Intact Shorelines – Those shoreline areas that retain the majority of their natural shoreline functions, as evidenced by the shoreline configuration and the presence of native vegetation.

145 Generally, but not necessarily, ecologically intact shorelines are free of structural shoreline modifications, structures, and intensive human uses. In forested areas, they generally include native vegetation with diverse plant communities, multiple canopy layers, and the presence of large woody debris available for recruitment to adjacent water bodies. Recognizing that there is a continuum of ecological conditions ranging from near natural conditions to totally degraded contaminated sites, this

150 term is intended to delineate those shoreline areas that provide valuable functions for the larger aquatic and terrestrial environments which could be lost or significantly reduced by human

development. Whether or not a shoreline is ecologically intact is determined on a case-by-case basis, and the term may apply to all shoreline areas meeting the above criteria ranging from larger reaches that may include multiple properties to small areas located within a single property.

155 **Emergency** – An unanticipated and imminent threat to public health, safety, or the environment which requires immediate action within a time too short to allow full compliance with the master program. Emergency construction is construed narrowly as that which is necessary to protect property from the elements (RCW 90.58.030(3eiii) and WAC 173-27-040(2d)).

160 **Ell** – Extensions of piers, often in a U-shape or L shape, to provide additional space for mooring watercraft.

Enhancement – Alteration of an existing resource to improve or increase its characteristics and processes without degrading other existing functions. Enhancements are to be distinguished from resource creation or restoration projects.

Erosion – The wearing away of land by the action of natural forces.

165 **Erosion Hazard Area** – Those areas that, because of natural characteristics, including vegetative cover, soil texture, slope gradient, and rainfall patterns, or human-induced changes to such characteristics, are vulnerable to erosion.

170 **Fair Market Value** – 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)).

175 **Feasible** – For the purpose of this SMP, 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
180 primary intended legal use. In cases where 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.

185 **Fill** – 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 Acclimation Facility – A pond, net pen, tank, raceway, or other natural feature or artificial structure used for rearing and imprinting juvenile fish to a body of water before their release.

190 **Fish and Wildlife Habitat Conservation Areas** – 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.

Fish Hatchery – A facility designed for the artificial breeding, hatching and rearing through the early life stages of finfish.

Float – A floating structure that is moored, anchored, or otherwise secured in the water offshore, and that provides a landing for water dependent recreation (e.g., a platform used for swimming and diving) or as a moorage for watercraft.

Floating Home – 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 – 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.

Flood Insurance Rate Map or FIRM – The official map on which the Federal Insurance Administration has delineated many areas of flood hazard, floodways, and the risk premium zones (CFR 44 Part 59).

Floodplain – An area 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 based on flood regulation ordinance maps or a reasonable method that meets the objectives of the SMA (WAC 173-26-020).

Floodway – The area, as identified in this SMP, that either: i) Has been established in 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, 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.

Forest Practices – Any activity conducted on or directly related to forest land and relating to growing, harvesting, or processing timber. These activities include but are not limited to: road and trail construction, final and intermediate harvesting, precommercial thinning, reforestation, fertilization, prevention and suppression of disease and insects, salvage of trees, and brush control (WAC 222-16-010(21)). Forest practices do not include forest species seed orchard operations and intensive forest nursery operations; or preparatory work (e.g., tree marking, surveying, road flagging, etc.); or removal or harvest of incidental vegetation from forest lands (e.g., berries, ferns, greenery, mistletoe, herbs,

mushrooms, and other products which cannot normally be expected to result in damage to forest soils, timber or public resources).

Functions and Values – See SMC 18.13.010 – Definitions.

235 **Gangway** – A walkway that connects a pier to a dock; 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 private residential gardens, community gardens, and or pea patches associated with a public park.

240 **Geologically Hazardous Areas** – 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.

245 **Geotechnical Report** or **Geotechnical Analysis** – 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.
250 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.

255 **Grading** – The movement or distribution of the soil, sand, rock, gravel, sediment or other material on a site in a manner that alters the natural contour of the land.

Groin – A barrier-type structure extending from the backshore or stream bank into a water body. Its purpose is to protect a shoreline and adjacent upland by influencing the movement of water and/or deposition of materials. This is accomplished by building or preserving an accretion beach on its up drift side by trapping littoral drift. A groin is relatively narrow in width but varies greatly in length. A groin is sometimes built in a series as a system and may be permeable or impermeable, high or low, and fixed or adjustable.
260

Ground Water – Water in a saturated zone or stratum beneath the surface of land or a surface water body.

Groundcover – See SMC 18.13.010 – Definitions.

265 **Habitat** – The place or type of site where a plant or animal naturally or normally lives and grows.

Hazard Tree – See SMC 18.13.010 – Definitions.

Historic Site – Those sites that are eligible or listed on the Washington Heritage Register, National Register of Historic Places, or any locally developed historic register formally adopted by the City Council.

270 **Horticulture or Horticultural Purposes** – The cultivation of a garden, orchard, or nursery; the cultivation of flowers, fruits, vegetables or ornamental plants.

275 **Hydroelectric Facilities** – Facilities, uses, or structures and associated infrastructure having electrical generation using the energy of water as their primary purpose. Facilities typically include, but are not limited to: dams; spillways; electrical lines and poles; powerhouses; electrical substations; roads for access and maintenance; debris or navigational booms; buoys; fish collection, diversion, and exclusion structures and nets; and public safety infrastructure such as signs.

Hyporheic Zone – An area under or beside a stream channel or floodplain that contributes water to the stream and performs ecological functions (e.g., removing excessive nutrients and toxic compounds, water storage, support of vegetation, sediment storage, maintenance of base flows, etc.).

280 **Impervious Surface Coverage** – Any non-vertical surface artificially covered or hardened so as to prevent or impede the percolation of water into the soil mantle including, but not limited to, roof tops, swimming pools, paved or graveled roads and walkways or parking areas and excluding landscaping and surface water retention/detention facilities.

285 **Industrial Use** – A use involving the production, processing, manufacturing, or fabrication of goods or materials. Warehousing and storage of materials or production is considered part of the industrial process. Water-oriented industrial uses include port areas that ship and receive products along the water and adjacent upland uses which benefit from proximity to the water.

290 **Institutional Use** – A use and/or related structure(s) for the provision of educational, medical, cultural, public safety, social and/or governmental services to the community (e.g., cemeteries, schools, colleges, museums, community centers, etc.).

295 **Instream Structure** – A structure placed by humans within a stream or river waterward of the OHWM that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. Instream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose. Overwater structures as defined herein and stormwater and wastewater outfalls are not instream structures.

Jetty – A structure usually projecting out into the water for the purpose of protecting a navigation channel, a harbor, or to influence water currents.

300 **Joint-Use Moorage** – A moorage constructed and utilized by more than one waterfront property owner, homeowner's association or other public or quasi-public agency. Joint-use moorage includes moorage for pleasure craft and/or landing for water sports for use in common by shoreline residents or for use by patrons of a public park or quasi public recreation area.

If a joint-use moorage 1) is used for storing, berthing and securing more than 10 motorized boats or watercraft or 2) includes a swinging boom or davit-style hoist, then it is a marina.

305 **Lake** – An area permanently inundated by water in excess of 2 meters deep and greater than 20 acres in size measured at the OHWM.

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.).

310 **Leisure Pier, Public** – An overwater or nearshore structure that is 1) accessible to the public and 2) designed or intended for uses that are unnecessary for the moorage of a boat or watercraft (e.g., seating, pedestrian travel, viewing, etc.). Public leisure piers typically support view platforms, fishing and other water-dependent shoreline activities.

315 **Livaboard Vessel** – A licensed vessel used primarily as a residence; if the vessel is used as a means of transportation or recreation, those are secondary or subsidiary uses. Vessels shall be considered a residence if used for overnight accommodation for more than 15 nights in a 1-month period, or when the occupant or occupants identify the vessel or the facility where it is moored as the residence for voting, mail, tax, or similar purposes.

320 **Marina** – A private or public facility providing the purchase or lease of a slip for storing, berthing and securing more than 10 motorized boats or watercraft, including both long-term and transient moorage. Marinas may include accessory facilities for providing incidental services to users of the marina (e.g., waste collection, boat sales or rental activities, retail establishments providing fuel service, repair or service of boat, etc.).

May – The action is acceptable, provided it conforms to the provisions of this SMP.

325 **Mining** – The removal of sand, gravel, soil, minerals, and other earth materials for commercial and other uses (WAC 173-26-241).

Minor Project Authorization – An approval generated by the Shoreline Administrator documenting a project's 1) exemption from the SSDP process pursuant to WAC 173-27-040 and 2) acknowledging the applicant's compliance with the SMP.

330 **Mitigation** – The process of avoiding, minimizing or compensating for adverse environmental impact(s) of a proposal on a critical area. The type(s) of mitigation required is dependent on the mitigation sequence in SMP Section 4.3.

335 **Modification or Shoreline Modification** – 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) or other actions (e.g., clearing, grading, application of chemicals, etc.).

Monitoring – The collection of data by various methods for the purpose of understanding natural systems and features, evaluating the impact of development proposals on such systems, and/or assessing the performance of mitigation measures imposed as conditions of development.

340 **Moorage Facility** – In-water, over-water, or nearshore structures used by a ship, boat, or other watercraft to secure the watercraft or keep it from floating away. These structures typically include, but are not limited to: piers and docks and portions thereof (such as ell, floats, and gangways); mooring buoys; boathouses; mooring piles; lifts or boat lifts; canopies; boat launch; launch/moorage rails or

railways; jet ski floats; boat dry docks; and boat tie downs.

345 See also marina, joint-use moorage, single-user residential dock, boat launch, and mooring buoy.

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

Must – A mandate; the action is required.

Native– See SMC 18.13.010 – Definitions.

350 **Nonconforming Use** – A shoreline use or development which was lawfully constructed or established prior to the effective date of the SMA or this SMP, or amendments thereto, but which does not now conform to the use and development standards contained in this SMP. A nonconforming use is also one which is listed as a conditional use in this SMP but which existed prior to the adoption of this SMP or any relevant amendments and for which a Shoreline Conditional Use Permit has not been obtained.
355 For the purposes of this SMP, existing roads which do not meet the setback standards of this SMP (whether asphalt, gravel, or dirt) are considered nonconforming uses.

Ordinary High Water Mark or OHWM – 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
360 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.

365 **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
370 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).

Overwater Structure – A structure or other construction located waterward of the OHWM or a structure or other construction erected on piling above the surface of the water, or upon a float.
375 Overwater structures include many boating facilities (e.g., piers, docks, mooring buoys, etc.) as well as components related to those facilities (e.g., gangways, ells, floats, etc.)

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

380 **Port** – A center for waterborne commerce and traffic. This term is distinct from the Port of Skamania County which is a municipal corporation of the State of Washington.

Priority Habitat – Habitat types or elements with unique or significant value to one or more species as classified by WDFW.

385 **Professional Archaeologist** – A person with qualifications meeting the federal secretary of interior’s standards for a professional archaeologist. Archaeologists not meeting this standard may be conditionally employed by working under the supervision of a professional archaeologist for a period of four years provided the employee is pursuing qualifications necessary to meet the federal Secretary of the Interior standards for a professional archaeologist. During this four-year period, the professional archaeologist is responsible for all findings. The four-year period is not subject to renewal.

390 **Public Access** – 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. Refer to WAC 173-26-221(4). In the context of shoreline regulation, public access also includes the ability to view the water from adjacent locations.

Public Use – To be made available daily to the general public on a first-come, first-served basis, and may not be leased to private parties on any more than a day use basis. Refer to WAC 332- 30-106.

395 **Qualified Professional** – See SMC 18.13.010 – Definitions.

Reasonable Use – A legal concept articulated by federal and state courts in regulatory taking cases.

400 **Recreational Uses** – Public or private facilities meant for the enjoyment of the public and can include community or commercial facilities for recreational activities (e.g., hiking, fishing, photography, viewing, birdwatching, etc.) and more intensive uses (e.g., parks with sports facilities and other outdoor recreation areas).

Residential Development – Development which is primarily devoted to or designed for use as a dwelling(s). Residential development includes single-family development, multi-family development and the creation of new residential lots through land division.

405 **Restoration, Restore, or Ecological Restoration** – 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.

410 **Review Activity**- Those activities that would be subject to review by the City. This definition includes a) new or expanded shoreline developments, modifications, and uses, b) the subdivision and short subdivision of real property, c) application of pesticides, fertilizers and/or other chemicals, d) normal maintenance or repair of existing shoreline development, modifications, and uses, and e) other activities as specifically described in this SMP. This definition does not include activities occurring as an inherent result of an approved or nonconforming shoreline development, modification, and or use (e.g. delivery and sales in commercial and industrial developments, eating and sleeping in residential developments, recreational activities on recreational lands, etc.).

Riparian – Of, on, or pertaining to the banks of a river, stream or lake.

420 **Riprap** – A layer, facing, or protective mound of stones placed to prevent erosion, scour, or sloughing of a structure or embankment; also, the stone so used.

Runoff – Water that is not absorbed into the soil but rather flows along the ground surface following the topography.

425 **Salmonid** –A member of the fish family Salmonidae (e.g., chinook, Coho, chum, sockeye, and pink salmon; cutthroat, brook, brown, rainbow, and steelhead trout; kokanee; native char [bull trout and Dolly Varden], etc.).

Sediment – The fine grained material deposited by water or wind.

430 **Setback** – A required distance separating shoreline uses, developments, or activities from the shoreline measured horizontally upland from and perpendicular to the OHWM. Setbacks help assure that development is located a safe distance from bluffs, river banks, and other natural features, including buffers.

Shall – A mandate; the action is required.

435 **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 Administrator or **Administrator** – The person appointed by the Mayor or the Mayor’s designee to administer the provisions this SMP.

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

Shoreline Jurisdiction – All of the geographic areas covered by the SMA, related rules, and this SMP. Also, such areas within a specified local government’s authority under the SMA.

445 **Shoreline Permit** – A shoreline substantial development, shoreline conditional use, or shoreline variance permit or any combination or revision thereof.

Shoreline Stabilization – 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.

450 **Shoreline Stabilization , Nonstructural** - methods include 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.

455 **Shoreline Stabilization, Structural** - methods can be “hard” or “soft. 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.

Soft Shoreline Stabilization	Hard Shoreline Stabilization
Vegetation enhancement	Riprap and rock revetments
Upland drainage control	Gabions
Bioengineering/biotechnical measures	Groins
Beach enhancement	Retaining walls and bluff walls
Anchor trees	Bulkheads
Natural channel design methods	Seawalls

460 **Shorelines** – 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 – A select category of shorelines of the state, defined in RCW 90.58.030(2)(f), including larger lakes and rivers with higher flow.

465 **Shorelines of the State** – The total of all “shorelines” and “shorelines of statewide significance” within the state.

Should – A strong preference; a particular action is required unless there is a demonstrated, compelling reason, based on a policy of the SMA and this SMP, against taking the action.

Significant Tree – See SMC 18.13.010 – Definitions.

470 **Single-Family Residence** – A detached dwelling designed for and occupied by one family and including those structures and developments within a contiguous ownership which are ordinary appurtenances.

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.

475 **Solid Waste** – All garbage, rubbish trash, refuse, debris, scrap, waste materials and discarded materials of all types whatsoever, whether the sources be residential or commercial, exclusive of hazardous wastes, and including any and all source-separated recyclable materials and yard waste.

480 **Steep Slope** – Any slope 30 percent or steeper within a vertical elevation change of at least 10 feet. A slope is defined by establishing its toe and top and is measured by averaging the inclination over at least 10 feet of vertical relief.

Stream – See SMC 18.13.010 – Definitions.

485 **Substantial Development** – 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.

Terrestrial – Of or relating to land as distinct from air or water.

490 **Transportation Facilities** – Those structures and developments that aid in land and water surface movement of people, goods, and services. They include roads and highways, bridges and causeways, bikeways, trails, and railroad facilities.

Unavoidable – Adverse impacts that remain after all appropriate and practicable avoidance and minimization has been achieved.

Understory – See SMC 18.13.010 – Definitions.

495 **Upland** – Generally described as the dry land area above and landward of the OHWM.

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 activities, not aquaculture [RCW 90.58.065]). Upland finfish and upland finfish rearing facilities are not defined in the SMA or implementing WAC.

500 **Use or Shoreline Use** – The activities, functions, and/or structures for which a shoreline property is designed, arranged or intended, or for which it is occupied or maintained, let or leased. For the purposes of this SMP, activities, functions, and structures may also be referred to as uses, developments, and/or modifications.

505 **Utilities** – Services and facilities that produce, convey, store, process or dispose of electric power, oil, gas, water, stormwater, sewage, waste, communications, and similar.

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

510 **Utilities, Primary** – Utilities comprising trunk lines or mains that serve neighborhoods, areas and cities. 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.

515 **Variance** – A way by which an adjustment is made in the application of the specific 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.

Vegetation – See SMC 18.13.010 – Definitions.

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

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Water-Dependent Use –A use or a portion of a use which cannot exist in any other location 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.

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Water-Enjoyment Use –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.

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Water-Oriented Use –Any combination of water-dependent, water-related, and/or water enjoyment 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.

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Water-Related Use –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.

Weir – A structure in a stream or river for measuring or regulating stream flow.

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Wetlands or Wetland Areas – See SMC 18.13.010 – Definitions.

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Recommended

Appendix A – Shoreline Environment Designation Map

A.1 Introduction

The “Stevenson Shoreline Environment Designation Map” contained is contained in SMP Section A.4, below and indicates the shoreline jurisdiction as it exists when this SMP is adopted. The City has elected to predesignate areas within the Stevenson Urban Area, and the shoreline environment designations (SEDs) of those area will take effect immediately upon annexation.

A.2 Parallel Environments & Specific Interpretations

To address different conditions between the area immediately adjacent to the OHWM and upland areas closer to the shoreline jurisdiction boundary, this SMP selectively applies two or more SEDs to single stretches of shoreline. These Parallel Environments and other specific boundaries are described below.

A.2.1 Ashes Lake

1. Road Rights-of-Way – For all road rights-of-way (Ash Lake, Mallicott, SR-14, BNSF) within this reach, the Urban Conservancy SED applies. The Natural SED applies to all other shorelands in this reach.

A.2.2 Columbia River

1. BNSF Railroad, West Urban Area – For road rights-of-way (SR-14, BNSF) west of the centerline of Rock Creek, the Urban Conservancy SED applies. Where the Shoreline Residential designation applies it applies to lands southeast of that line.
2. BNSF Railroad, Downtown Area – For areas east of the centerline of Rock Creek, the Active Waterfront SED applies to all lands northwest of the railroad’s southeastern right-of-way line. Where the Shoreline Residential designation applies it applies to lands southeast of that line.
3. BNSF Railroad, East Urban Area, A – For all areas east of the centerline of Kanaka Creek, the Urban Conservancy SED applies, except as designated in 4, 5 and 6, below.
4. Penninsulas – For all peninsulas/outcroppings into the Columbia River from road rights-of-way, the Natural SED applies. This includes the peninsula formed along the Columbia River and the east bank of Kanaka Creek.
5. Private Parcel #03-75-36-3-0-0400, et. al.—For the private property(ies) located upland from the SR-14 road right-of-way in the East Urban Area, the Shoreline Residential SED applies.
6. Private Parcel #03-75-36-4-0-1803, et. al. – Beginning with parcel 03-75-36-4-0-1803 and continuing eastward, all private, non right-of-way properties along the Columbia River are predesignated as Shoreline Residential.

A.2.3 Rock Cove

1. Parcel #02-07-01-0-0-1300, 1303, 1304 – For these 3 parcels, the Active Waterfront SED applies. For shorelands outside of these 3 parcel boundaries and as designated in 2, below, the Urban Conservancy SED applies.
2. Penninsulas – For all peninsulas/outcroppings into Rock Cove from the SR-14 right-of-way, the Natural SED applies.

A.2.4 Rock Creek

1. Ryan Allen & BPA Rights-of-Way – For all areas within the rights-of-way for Ryan Allen Road and the BPA powerline, the Urban Conservancy SED applies.
2. Williams Northwest Pipeline – For parcels #03-07-35-1-4-0100 (County Transfer Site), #03-07-36-2-3-0100, and #03-07-36-2-3-0101, the Natural SED applies to all areas waterward of the south or waterward edge of the easement and/or right-of-way controlled by the utility for operation of the gas transmission pipeline. The Urban designation applies landward of that line.
3. Iman Cemetery – For Tax Parcel #03-07-36-2-3-0300 owned by the Skmania County Cemetery District, the Urban Conservancy SED applies.
4. Skamania County Parcel #03-07-36-2-3-0104 – The Natural SED applies to this entire strip of land along Rock Creek. The Shoreline Residential designation applies to the properties landward of this publicly-owned parcel.
5. Angel Heights Conservation Easement – The Natural SED applies to all areas within the conservation easement depicted on the plat of Angel Heights Subdivision-Phase 1, recorded at AFN 2005158873 and described in the easement recorded at AFN 2005158874. The Shoreline Residential designation applies to all areas landward of the area encumbered by that easement.

A.3 Parcel Guide

This SMP relies on the shoreline jurisdiction map and site-specific investigation to determine the location of shoreline jurisdiction and shoreline environment designations. The table below is intended as a tool to assist site-specific investigation; however, the usefulness of this tool will decline over time as 1) legal actions related annexation, land division, consolidation, segregation, etc. change the boundaries of parcels and 2) natural actions change the location of the Ordinary High Water Mark (OHWM). Therefore, the listings below should not be considered definitive and are secondary to the maps and remaining text of this SMP.

ACTIVE WATERFRONT				
Parcels in 2018 Stevenson’s Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-0-0-1301	02-07-01-1-1-5600	02-07-01-2-0-0200	02-07-01-0-0-1500	03-07-36-2-3-0100
02-07-01-0-0-1302	02-07-01-1-1-5700	02-07-01-2-0-0600	02-07-11-0-0-0400	03-07-36-2-3-0101
02-07-01-0-0-1303	02-07-01-1-1-5800	02-07-01-2-0-1201	03-07-35-1-4-0100	03-75-36-3-3-0501
02-07-01-0-0-1304	02-07-01-1-1-6100	02-75-06-2-2-0100		
02-07-01-1-0-2000	02-07-01-1-1-6200	02-75-06-2-2-0500		
02-07-01-1-0-2001	02-07-01-1-1-6300	03-07-36-4-3-1901		
02-07-01-1-0-2600	02-07-01-1-1-6301	03-07-36-4-3-2300		
02-07-01-1-0-2700	02-07-01-1-1-6800	03-75-36-3-3-0501		
02-07-01-1-0-2800	02-07-01-1-1-6900	03-75-36-3-3-0600		
02-07-01-1-0-3000	02-07-01-1-1-7000	03-75-36-3-3-0700		
02-07-01-1-0-3700	02-07-01-1-1-7100			
02-07-01-1-1-5400	02-07-01-2-0-0100			

URBAN CONSERVANCY				
Parcels in 2018 Stevenson's Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-0-0-1300	02-07-01-2-0-1001	02-07-02-4-1-0600	03-07-35-0-0-0200	
02-07-01-0-0-1301	02-07-01-2-0-1100	02-07-02-4-1-0601	03-75-36-3-0-1000	
02-07-01-2-0-0400	02-07-01-2-0-1200	02-07-02-4-1-0700	03-75-36-3-0-1090	
02-07-01-2-0-0402	02-07-01-2-0-1202	03-07-36-2-3-0300	03-75-36-4-0-1600	
02-07-01-2-0-0700	02-7-02-0-0-3100	03-75-36-3-0-1290	03-75-36-4-0-1900	
02-07-01-2-0-1000	02-07-02-4-1-0100	03-75-36-3-3-2000		
SHORELINE RESIDENTIAL				
Parcels in 2018 Stevenson's Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-1-0-3600	03-07-35-1-4-0700	03-07-36-3-3-0111	03-07-35-0-0-0200	03-75-36-4-0-1600
02-07-01-1-0-3601	03-07-35-1-4-0800	03-07-36-3-3-0112	03-07-35-1-4-0100	03-75-36-4-0-1800
02-07-01-1-1-7200	03-07-35-1-4-0900	03-07-36-3-3-0113	03-07-35-1-4-0400	03-75-36-4-0-1801
02-07-01-1-1-7201	03-07-35-4-4-0811	03-07-36-3-3-0114	03-07-35-1-4-0401	03-75-36-4-0-1802
02-07-01-1-1-7300	03-07-35-4-4-0812	03-07-36-3-3-0115	03-07-35-1-4-0403	03-75-36-4-0-1803
02-07-01-1-1-7302	03-07-36-2-3-0200	03-07-36-3-3-0116	03-75-36-3-0-0400	
02-07-01-1-1-7303	03-07-36-2-3-0400	03-07-36-4-3-1900		
03-07-35-0-0-0204	03-07-36-2-3-0405	03-07-36-4-3-1901		
03-07-35-1-4-0500	03-07-36-2-3-0408			
03-07-35-1-4-0600	03-07-36-2-3-0600			
NATURAL				
Parcels in 2018 Stevenson's Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-0-0-1301	03-07-36-3-3-0116		02-07-01-0-0-1500	03-07-36-2-3-0101
03-07-36-2-3-0101	03-07-36-3-3-0117		02-07-02-0-0-4600	03-07-36-2-3-0103
03-07-36-2-3-0104	03-07-36-3-3-0118		02-07-02-0-0-4700	03-07-36-3-3-0113
03-07-36-3-3-0111	03-07-36-3-3-0119		02-07-11-0-0-0400	03-07-36-3-3-0114
03-07-36-3-3-0112	03-07-36-3-3-0120		02-07-11-0-0-0800	03-07-36-3-3-0115
03-07-36-3-3-0113	03-07-36-3-3-0121		02-07-11-0-0-0900	03-07-36-4-3-0180
03-07-36-3-3-0114	03-07-36-3-3-0199		02-07-11-0-0-0901	03-07-36-4-3-0181
03-07-36-3-3-0115	03-07-36-4-3-0180		03-07-36-1-3-1100	03-75-36-3-0-0900
			03-07-36-1-3-1101	03-75-36-3-3-0500
			03-07-36-2-3-0100	
AQUATIC				
Parcels in 2018 Stevenson's Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-0-0-1300	02-07-01-1-1-6900	03-07-35-4-4-0812	02-07-01-0-0-1301	03-07-36-3-3-0119
02-07-01-0-0-1301	02-07-01-1-1-7000	03-07-36-2-3-0102	02-07-01-0-0-1500	03-07-36-3-3-0120
02-07-01-0-0-1302	02-07-01-1-1-7100	03-07-36-2-3-0104	02-07-01-1-0-2700	03-07-36-4-3-0180
02-07-01-0-0-1303	02-07-01-1-1-7200	03-07-36-2-3-0200	02-07-01-1-0-2701	03-07-36-4-3-1900
02-07-01-0-0-1304	02-07-01-1-1-7201	03-07-36-3-3-0112	02-07-01-1-0-2801	03-75-36-3-0-0900
02-07-01-1-0-2700	02-07-01-1-1-7300	03-07-36-3-3-0113	02-07-01-1-0-3600	03-75-36-3-0-1000
02-07-01-1-0-2701	02-07-01-1-1-7302	03-07-36-3-3-0114	02-07-11-1-0-0400	03-75-36-3-0-1090
02-07-01-1-0-2800	02-07-01-1-1-7303	03-07-36-3-3-0115	02-75-06-2-2-0500	03-75-36-3-0-1100
02-07-01-1-0-2801	02-07-01-2-0-0100	03-07-36-3-3-0116	02-75-06-2-2-0600	03-75-36-3-3-0500

AQUATIC, Continued				
Parcels in 2018 Stevenson's Shoreline Jurisdiction			Pre-Designation Parcels	
02-07-01-1-0-3000	02-07-01-2-0-0200	03-07-36-3-3-0117	03-07-35-0-0-0200	03-75-36-3-3-0501
02-07-01-1-0-3600	02-07-01-2-0-0600	03-07-36-3-3-0118	03-07-35-1-4-0100	03-75-36-4-0-1600
02-07-01-1-0-3601	02-07-01-2-0-1200	03-07-36-3-3-0119	03-07-35-1-4-0400	03-75-36-4-0-1700
02-07-01-1-0-3700	02-07-01-2-0-1201	03-07-36-3-3-0120	03-07-35-1-4-0401	03-75-36-4-0-1800
02-07-01-1-0-3800	02-07-01-2-0-1202	03-07-36-3-3-0121	03-07-35-1-4-0403	03-75-36-4-0-1801
02-07-01-1-1-5400	02-75-06-2-2-0100	03-07-36-3-3-0199	03-07-36-2-3-0101	03-75-36-4-0-1802
02-07-01-1-1-5800	02-75-06-2-2-0500	03-07-36-4-3-0180	03-07-36-3-3-0115	03-75-36-4-0-1803
02-07-01-1-1-6100	02-75-06-2-2-0600	03-07-36-4-3-1900	03-07-36-3-3-0116	03-75-36-4-0-1900
02-07-01-1-1-6200	03-07-35-0-0-0204	03-07-36-4-3-1901	03-07-36-3-3-0117	03-75-36-4-0-2000
02-07-01-1-1-6300	03-07-35-1-4-0500	03-75-36-3-3-0500	03-07-36-3-3-0118	
02-07-01-1-1-6301	03-07-35-1-4-0600	03-75-36-3-3-0501		
02-07-01-1-1-6800	03-07-35-1-4-0900			

A.4 Stevenson Shoreline Environment Designation Map

65 The Shoreline Environment Designation Map appears on the following 11x17" page.

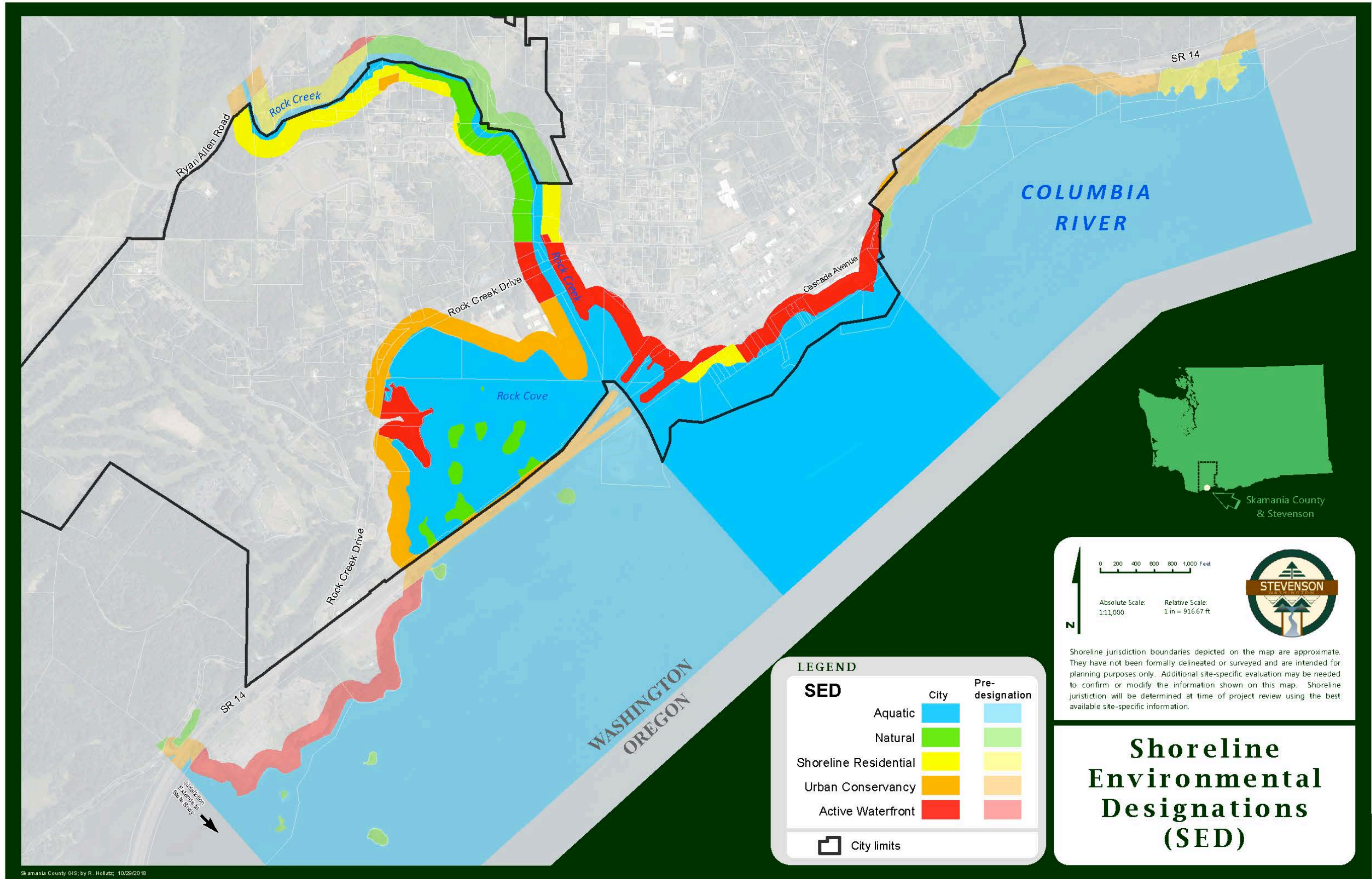
A.5 Boundary Interpretation

1. If disagreement develops as to the exact location of the boundary line of a Shoreline Environment Designation (SED) that is shown on the map in Appendix A, the following rules shall apply:
 - 70 a. Boundaries indicated as approximately following lot, tract, or section lines shall be so construed.
 - b. Boundaries indicated as approximately following streets, alleys, or railways shall be respectively construed to follow the right-of-way centerlines.
 - 75 c. Boundaries indicated as approximately parallel to or extensions of features indicated in a) or b) above shall be so construed.
2. Whenever existing physical features (including stream centerlines) are inconsistent with the boundaries on the Shoreline Environment Designation Map, the Shoreline Administrator shall interpret the boundaries with deference to actual conditions.
3. In the event of a mapping error, the City will rely upon common boundary descriptions and the
80 criteria contained in RCW 90.58.030(2) and chapter 173-22 WAC pertaining to determinations of shorelands, as amended, rather than the incorrect or outdated map.
4. Where a SED boundary line divides a lot in single ownership at the effective date of this SMP and any amendment thereto, the use permitted on the least restrictive portion of such lot may extend to the portion lying in the more restrictive SED a distance of not more than 50 feet beyond the
85 district boundary line.
5. If disagreement remains after applying the preceding rules, the City shall interpret the boundary during review of the underlying application.
6. If an area is found to be within shoreline jurisdiction that is not mapped and/or designated in
90 this SMP, the City shall apply the "Urban Conservancy" designation as it is written in WAC 173-26-211(5)(e) until re-designated through a master program amendment process.

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Recommended

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Recommended



Stevenson Planning Department
PO Box 371
Stevenson, WA 98648
www.ci.stevenson.wa.us



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker
DATE: December 20th, 2018
SUBJECT: Shoreline Management Program—Council Review Addendum

Introduction

This memo addresses additional changes to the Planning Commission-recommended draft SMP. The City Council should address this change as part of its approval process. i

Changes

Cumulative Impacts Analysis & No Net Loss Report

Page 9 A table displaying the acreages of the different Shoreline Environment Designations (SEDs) had been left blank until the SED Map was finalized. When the map was complete, staff neglected to populate this table.

Shoreline Master Program

Page 51A one sentence addition recommended by the Planning Commission was not carried through in the previously-circulated document. That sentence begins on line 541 of Attachment 8.

Next Steps

Upon City Council approval of Resolution 2018-322, staff will deliver the approved SMP to the Department of Ecology along with all required background information. Ecology must hold an additional public comment period as part of their review and approval the document. Based on their review, they may also make changes to the SMP prior to granting their approval. When they do approve the document, it will be returned to the City and the Council will be asked to officially adopt it by ordinance.

Prepared by,

Ben Shumaker
Community Development Director

Attachments:

7. Suggested Change (1 page)
8. Omitted Sentence (1)

Figure 2-1 Summary of Projected Indicator Changes, cont.

	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
Ashes Lake												
Changes anticipated in 2.2.2												
Changes anticipated in 2.2.3												
Changes anticipated in 2.2.4												
Changes anticipated in 2.3												
Changes anticipated in 2.4												

2.2 Shoreline Development and Protective Provisions

20 The protective provisions of the SMP primarily rely on several types of regulatory tools, including: Shoreline Environment Designations (SEDs), required setbacks from the OHWM, regulations that are applicable to all uses (including No Net Loss Standards), and regulations applicable to specific uses. When working in concert, CIA Figure 2-1 summarizes the effects these protective provisions are expected produce on the ICR's 12 indicators of ecological function at the reach scale.

25 2.2.1 Shoreline Environment Designation Use Allowances

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
Predesignated 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.

30 The types of development allowed on Stevenson's shorelines will vary subject to the SED assigned to each shore segment. In order to guide development appropriately, Ecology's SMP Guidelines require that SEDs be assigned to shoreline areas according to their ecological function, existing land uses, and the goals and aspirations of the community. These designations will help protect ecological functions

- 515 development is considered along parts of Rock Cove, lower Rock Creek, and the Columbia River,
and as part of mixed use projects.
2. Applicability. This section applies:
- 520 a. During the review of Shoreline Permits (i.e., SSDPs, SCUPs, SVARs) for new, altered, or
expanded residential uses including new subdivisions and multifamily developments.
- b. During the review of Minor Project Authorizations (MPA) for development of one single-
family dwelling.
3. Policies:
- 525 a. Development of single-family residential homes and appurtenant structures are preferred
uses under the SMA only when consistent with the control of pollution and prevention of
damage to natural resources, and should be encouraged in appropriate Shoreline
Environment Designations provided they meet the standards of this program to achieve no
net loss.
- 530 b. New single-family residential uses should limit shoreline environmental impacts through
implementation of the setback and shoreline modification standards of this SMP, as well as
provision of stormwater control and adherence to City building, public works, and zoning
standards.
- c. New residential development of more than 4 units should provide public access consistent
with SMP Section 4.6.
- 535 d. New floating homes should be prohibited due to their resulting increases in overwater
coverage which can increase juvenile salmon predation and associated pollution from
uncontrolled stormwater runoff, sewage and graywater releases.
- e. New residential development should be subject to the general provisions and environment
designation provisions of SMP Chapters 3 and 4 and specific use regulations below.
- 540 f. Existing residential structures and their appurtenant structures that were legally established,
but which do not meet setback or height requirements in this SMP should be considered
conforming under this SMP. The replacement of such structures is allowed within the same
footprint and height if the replacement creates no net loss of ecological function.
Redevelopment, expansion, change of the class of occupancy, or replacement of the
residential structure may be allowed as consistent with applicable provisions of this SMP,
545 including requirements for no net loss of shoreline ecological functions.
4. Regulations:
- a. New single-family homes are prohibited within the Active Waterfront SED.
- b. New over-water residences, floating homes, and liveaboard vessels are prohibited.
- 550 c. Home occupation businesses, as described in SMC Table 17.13.020-1, which are accessory to
residential uses are permitted provided all other provisions of this SMP are met.
- 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.
- 555 i. Minor Setback Adjustments, Setback Consistency. The Shoreline Administrator may
approve a minor adjustment in setback standards for single-family residential uses,
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;



City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council
From: Leana Johnson, City Administrator
RE: Sewer Plant Update
Meeting Date: December 18, 2018

Executive Summary:

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

Overview of Items:

Plant Operations:

The city has reduced solids hauling to Three Rivers the past few weeks saving on hauling and processing costs.

We will be doing a screen sample to determine whether or not increased screening at the headworks would have an impact on reducing BOD processing at the plant. Depending on the results we may perform a more expensive test run of the advanced screening technology.

The average Influent BOD load for 2018 has been:

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

The current permit limit for Influent is 612 lbs/day and the current upgrades in the adopted General Sewer Plan call for a design max monthly BOD loading of 1,611 lbs/day.

Funding:

The CERB feasibility study is moving forward. Minutes from the November 19th meeting are included in the council packet and the December 3rd workshop was very productive. The team is wrapping up their analysis for review and preparing for the January 3rd meeting where the committee will recommend an alternative or alternatives to council. There will be a special council meeting on January 10th and a Public

Hearing on January 17th. The study will result in a final direction for the upgrades and an update to the wastewater facilities plan.

The contract with the Department of Ecology for the design phase of the wastewater system is not expected until the beginning of 2019. After a direction for the design is chosen the city will release an RFQ for the design phase.

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

In preparing a project proposal for a \$4M EDA grant (20% city match), it was discovered there is no easement or property control for the fairgrounds lift station. In order to apply for the grant, the city is working with the county to obtain an easement for the property. This should happen within the next couple of weeks and allow for the application to move forward.

Communications:

Staff will be working on a flyer to customers to discuss the current schedule and communicate the rate increases for 2019.

Action Needed:

None.

SERVICE CONTRACT

This agreement made and entered into this 1st day of January, 2019 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the **SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL**, a non-profit corporation, hereinafter referred to as "EDC."

Recitals

The City of Stevenson needs to establish and update a list of economic development projects to maintain eligibility for federal and state grant assistance.

The City wishes to increase dissemination of information regarding business opportunities and industrial expansion within the City; and improve efficiency of existing businesses by acting as an educational resource to business owners.

Among other things, the EDC is formed to promote economic development and encourage business expansion in the local area.

It is in the City's interest to contract with the EDC to perform certain services relating to the general economic development of the City, and to provide technical assistance to new and existing businesses.

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

1. **Services Rendered**: The EDC will perform the work set forth on the Scope of Work attached hereto as "Attachment A," which is incorporated herein by reference.
2. **Completion**: The term of this agreement shall be for twelve (12) months, the EDC shall complete the services to be performed under this agreement on or before December 31, 2019.
3. **Payment**: In consideration of the work to be performed as described in "Attachment A," City will pay EDC the total sum of **Ten Thousand Two Hundred Thirty-Seven Dollars and Fifty Cents (\$10,237.50)**. Not later than June 1 and December 1, 2019, EDC will submit a request for payment and a report of work completed. Upon receipt of each satisfactory work report, City will pay EDC one-half of the total consideration, or **Five Thousand One Hundred Eighteen Dollars and Seventy-five cents (\$5,118.75)** on a net 30-day term. After written notice to EDC, City may withhold payment if EDC cannot demonstrate substantial compliance with the terms of "Attachment A" hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and City will be excused from further performance hereunder.

4. **Termination and Waiver:** Upon default by either party of one of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. 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. Upon termination of this agreement, all property created under this agreement still in the possession of EDC shall be returned to the City within ten (10) days.
5. **Financial Records:** EDC shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by City, State of Washington or federal auditors.
6. **Status of EDC:** a) It is hereby understood, agreed and declared that EDC 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. b) The EDC covenants that all licenses, tax I.D. Numbers., bonds, industrial insurance accounts or other matters required of the EDC by federal, state or local governments in order to enable the EDC to do business, have been acquired by the EDC and is in full force and effect.
7. **Insurance and Indemnification:** EDC agrees to indemnify and hold harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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.

EDC 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 EDC employees, agents, contractors, subcontractors or other representatives.
8. **Assignment:** This agreement shall not be transferred, assigned or sublet by either party without prior written consent of the other party.
9. **Ownership of Work Product:** All brochures, pamphlets, displays and any other product or idea created or produced by EDC under the terms of this agreement shall be and remain the property of City.
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:** EDC shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, EDC 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 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 and 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.

14. **Certification of Authority:** The parties hereby certify that the persons executing this agreement on behalf of City and EDC have legal authority to enter into this agreement on behalf of City and EDC and are able to bind City and EDC in a valid agreement on the terms herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF STEVENSON

By _____
 Scott Anderson, Mayor

ATTEST:

 Leana Kinley, City Clerk

APPROVED AS TO FORM:

 Kenneth B. Woodrich, City Attorney

SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

By 
 Board Chair

By 
 Executive Director

CITY OF STEVENSON
SCOPE OF WORK FOR ECONOMIC DEVELOPMENT SERVICES
2019
ATTACHMENT "A"

The Skamania County Economic Development Council will perform the following economic development services for the City of Stevenson during the 2019 contract period:

1. Coordinate with the City on priority projects for inclusion in the Comprehensive Economic Development Strategy (CEDS) submitted to the Mid Columbia Economic Development District (MCEDD), which establishes eligibility for federal grant dollars. Coordinate with MCEDD to ensure efficient implementation of economic development activities.
2. Provide biannual progress reports to the City outlining economic development activities. When requested, attend Stevenson City Council to discuss the status of economic development projects affecting the City of Stevenson. Report on progress made on City deliverables.
3. Provide business retention and expansion services to businesses located within the City of Stevenson through one-on-one counseling through the EDC, SCORE, or referrals.
4. Provide access to training opportunities to Stevenson businesses through workshops or training events available through the EDC and its economic development partners.
5. Market and operate the EDC's revolving loan fund programs to assist existing downtown businesses and start-up businesses.
6. Promote business workshops, business resource information, and training opportunities through the Economic Development Council or its partners via the EDC's website, e-mail or social media.
7. Coordinate and partner with local agencies to complete a buildable lands inventory and housing needs assessment.
8. Provide technical assistance for grant and loan applications to the City on a project specific basis.
9. Serve on the Washington Economic Development Association to provide input for legislation pertinent to the economic success of rural communities especially the City of Stevenson.

10. Visit Stevenson businesses on a regular basis to determine the needs for the local city business owners.
11. Develop a database of commercial properties that include information on location, ownership, zoning, square footage of buildings, acreage, price (if for sale), utility access and providers.
12. Continue to contract with the State of Washington's Department of Commerce as the Associate Development Organization (ADO) for Skamania County. Performance measures for the ADO contract include specific economic development targets for recruitment and marketing activities, business retention and expansion services, readiness and capacity engagements, and community activities.

**City of Stevenson Public Works Department
and
City of Stevenson**

CRITICAL AREAS MEMORANDUM OF AGREEMENT

Stevenson Municipal Code, Chapter 18.13

Approved by Stevenson City Council on _____, 2018

PURPOSE

It is the overall intent of this memorandum of agreement (MOA) to provide the City of Stevenson Public Works Department (“Public Works”) with a means for the efficient, reliable, and effective continuance of current and future activities associated with repair, maintenance, and operations while complying with the City’s Critical Areas and Natural Resource Lands Ordinance (Stevenson Municipal Code [SMC] 18.13).

Public Works performs many repairs, upgrades, maintenance, and other operational activities of the City’s infrastructure and facilities on a regular basis. Many involve routine maintenance and repair activities, such as tree pruning, vegetation management, utility pipe repair, culvert clearing, and road repair. Some are associated with emergencies, such as pipe bursts, road repairs, and general public safety. Unlike development or redevelopment, transportation and utility maintenance mitigates the impacts of the original construction of the transportation and utility structure, ongoing roadway use, and preservation of the structure. Maintenance can also lead to habitat improvement. The figure below shows the impact of transportation and utility maintenance on habitat conditions under 3 scenarios:

1. If transportation and utility maintenance were to cease altogether, habitat conditions would decline.
2. With current transportation and utility maintenance practices, habitat conditions would improve slowly.
3. With implementation of this MOA, habitat conditions would improve at a greater rate.

Impact of Road Maintenance on Habitat Conditions

Figure 2

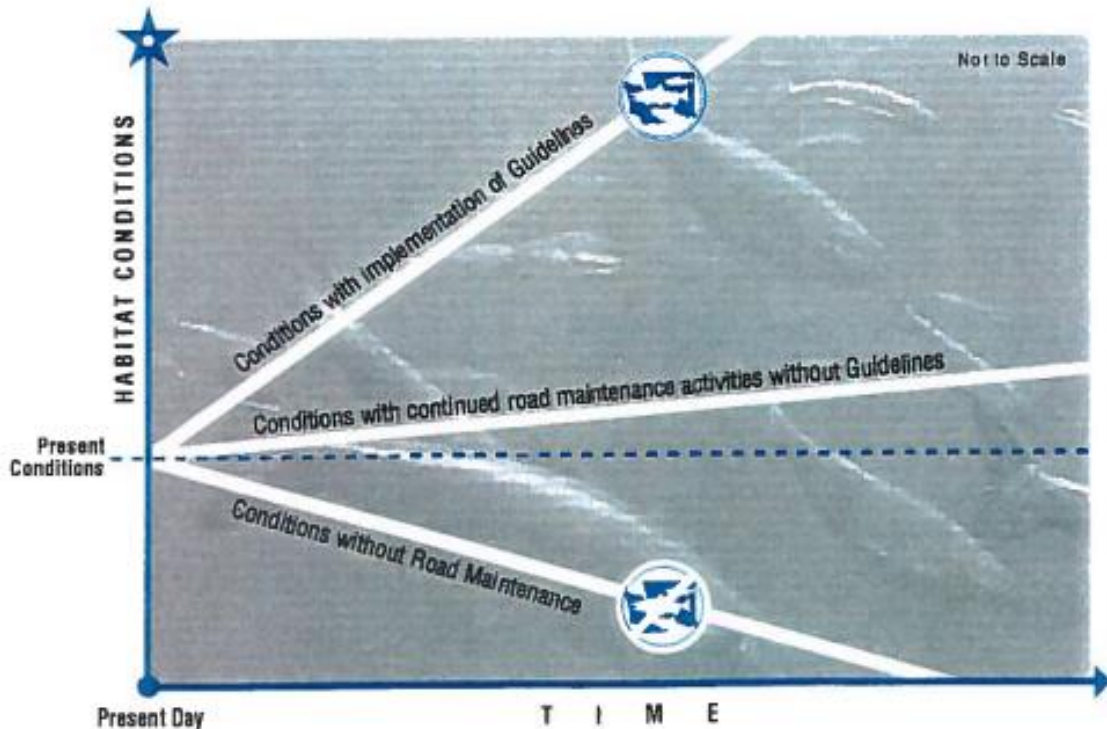


Figure: WSDOT Road Maintenance Endangered Species Act Guidelines, Introduction

EXPEDITED REVIEW REQUEST

The activities included under this MOA are considered under an expedited review process. The activities included in this MOA require a critical areas permit under SMC 18.13 but are exempt from the requirements to provide a critical areas report. A critical areas permit is required for activities listed under the expedited review process per SMC 18.13.025 (D)(3). A critical areas management plan has been prepared in association with this MOA (Attachment A). This MOA and the associated management plan will serve as the required critical areas permit issued by the City. The management plan describes covered activities and includes mitigation measures and best management practices (BMPs) for those activities when applicable.

Public Works seeks a critical areas permit to conduct activities within designated critical areas for city utilities and associated facilities under the provisions of SMC 18.13.025. Critical area reports are normally required for activities within designated critical areas. However, activities listed in the Public Works critical areas management plan (Attachment A) are not required to provide a critical areas report per the following code provisions:

Section 18.13.025 (D) (1) Vegetation Removal. When located in areas other than a wetland or wetland buffer, the following types of vegetation removal are eligible under this section, provided the removal is conducted as stated below.

- a. View Maintenance. Selective pruning of trees to maintain, create, or expand views shall be subject to all of the following requirements:
 - i. Pruning shall not include removal of understory vegetation;
 - ii. Pruning shall not involve the topping of trees;
 - iii. Pruning shall not include the removal of more than 1/3rd of the limbs of an individual tree;
 - iv. Pruning shall not include the removal of more than ten percent of the canopy cover over the property's critical areas and protective buffers.
 - v. Pruning shall not compromise the health of the tree(s); and
 - vi. Pruning shall not occur more frequently than once every five years.
- b. Hazard Tree Removal. A hazard tree may be removed or converted to a wildlife snag subject to the following standards:
 - i. Where not immediately apparent to the Administrator, a written report by a certified arborist or other qualified professional is required to evaluate potential diseases or safety hazards.
 - ii. The applicant shall demonstrate that the hazard cannot be eliminated by pruning, crown thinning, or other technique that retains some of the tree's ecological function.
 - iii. The removed tree or vegetation should be left near the location it was removed from unless the Administrator or qualified professional warrants its removal to avoid spreading disease or pests.
 - iv. Any removed tree shall be replaced within one year with new trees using a mitigation ratio of 2:1 and in accordance with an approved replacement plan. Replacement trees shall be species that provide similar ecological functions as the removed tree and have a minimum 1-inch DBH.
 - v. Hazard trees determined to pose an imminent threat or danger to public health or safety, to public or private property, or of serious environmental degradation may be removed or pruned prior to receiving expedited review provided that within fourteen days following

such action, the responsible party shall submit a restoration plan that demonstrates compliance with the provisions of this Chapter.

- c. Weed Control. Removal or control of invasive or noxious weeds included on the Skamania County Noxious Weed List is encouraged subject to the following standards and guidelines:
 - i. Coordination with the Skamania County and Washington State Noxious Weed Control Program is encouraged prior to undertaking removal projects to ensure that the control and disposal technique is appropriate.
 - ii. Removal of invasive species and noxious weeds within geologically hazardous areas and areas exceeding 15,000 square feet shall not be granted expedited review under this section.
 - iii. Removal shall occur using hand labor or light mechanical methods that do not result in substantial ground disturbance;
 - iv. Where removal results in bare soils that may be subject to erosion or recolonization by invasive or noxious species, the impacted area shall be stabilized using BMPs and planted with native species according to the planting standards of SMC 18.13.057(E).
- d. Fire Safety. Pruning vegetation for fire safety is encouraged subject to the following limitations:
 - i. Pruning of the tree canopy cover shall be limited to those branches and foliage less than ten feet from the ground.
 - ii. Pruning shall not include the removal of more than one-third of the limbs of an individual tree;
 - iii. Pruning shall not result in the removal of a significant tree.
 - iv. While removal of understory vegetation may be allowed under this section, groundcover vegetation shall remain present in a non-degraded state.

Section 18.13.025 (D)(2) Emergencies. Emergency activities requiring immediate remediation or preventative action to avoid threatening the public health, safety, and welfare, or risking damages to private or public property, are eligible under this section, provided that:

- a. Emergency related activities that create an impact to a critical area or its buffer shall use reasonable methods to address the emergency; in addition, the

activities must have the least possible impact to the critical area and/or its buffer;

- b. The person or agency undertaking such action shall notify the City within one working day following the commencement of the emergency activity. Following such notification, the City shall determine if the action taken was within the scope of the emergency actions allowed in this subsection. If the City determines that the action taken or part of the action taken is beyond the scope of allowed emergency actions, enforcement action is authorized, as outlined in section 18.13.075 of this Chapter;
- c. After the emergency, the person or agency undertaking the action shall fully restore and/or mitigate any impacts to the critical area and buffers resulting from the emergency action in accordance with the approved critical area report and mitigation plan prepared in accordance with the procedures outlined in this Chapter for a new development permit; and
- d. Within thirty days after the emergency, the person or agency undertaking the action shall consult with the City and any applicable state/federal agency to determine and schedule any needed follow up actions for restoration, mitigation, or modification of emergency work;

Section 18.13.025 (D)(3) Utilities. Repair, operation, maintenance, replacement, reconstruction, and relocation of the utilities and works listed herein, provided that:

- a. Any such activity occurs within an improved right-of-way and/or does not extend outside the previously disturbed area;
- b. If the City initiates the activity, it is consistent with the Comprehensive Plan and/or anticipated in another duly approved infrastructure plan;
- c. All persons, utility providers, public agencies, or homeowners' associations file memoranda of agreement with the City specifying best management practices to be used in situations of emergency and usual and customary repair, operation, and maintenance;
- d. The Administrator determines that no reasonable alternative exists, based on environmental and topographic conditions; and
- e. Utility and works eligible for this exemption include:
 - i. Existing belowground or aboveground public utilities, facilities, and improvements, such as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, navigational aids, utility lines, domestic water systems, storm and sanitary sewer systems, open space, and parks and recreational facilities,

- ii. Existing private roads, streets, driveways, and utility lines and facilities, and
- iii. Existing, intentionally created artificial wetlands or surface water systems including irrigation and drainage ditches, grass-lined swales and canals, detention facilities, farm ponds, and landscape or ornamental amenities;

Section 18.13.025 (D) (4) Trails. Trails less than 8 feet wide used for non-motorized travel, provided that:

- a. The trail surface shall meet all other requirements, including water quality standards set forth in the Stormwater Management Manual for Western Washington (Ecology Publication #14-10-055), as amended; and
- b. Trails must be located within the outer twenty-five percent of the most protective applicable critical area buffer and designed to avoid erosion hazard areas and to avoid damage to or removal of significant trees;

Section 18.13.025 (D) (5) Site Investigation. Minimal site investigative work required by a city, state, or federal agency, or any other applicant, such as surveys, soil logs, percolation tests, and other related activities;

Section 18.13.025 (D) (6) Activities Subsequent to Previous Review. Development permits and approvals that involve both discretionary land use approvals (such as subdivisions, rezones, or conditional use permits), and construction approvals (such as building permits) if all of the following conditions have been met:

- a. The provisions of this Chapter have been previously addressed as part of another approval;
- b. There have been no material changes in the potential impact to the critical area or buffer since the prior review;
- c. There is no new information available that is applicable to any critical area review of the site or particular critical area;
- d. The permit or approval has not expired or, if no expiration date, no more than five years has elapsed since the issuance of that permit or approval; and
- e. Compliance with any standards or conditions placed upon the prior permit or approval has been achieved or secured.

APPLICABILITY

This MOA applies to activities listed and described in the Public Works management plan. Activities covered by this MOA meet the expedited review criteria listed in SMC 18.13.025 and are located in previously disturbed areas. Previously disturbed areas are locations that have been altered through a previously permitted use that typically included some ground disturbance or construction. These permitted uses are typically included in capital facility or transportation plans and are part of long-term strategies or elements associated with goals listed in the Stevenson Comprehensive Plan. These activities and projects are included in plans, such as the

- Stevenson Comprehensive Plan
- Six-year Transportation Improvement Program
- General Sewer Plan
- Water System Plan Update

DEFINITIONS

“Development” means activity upon the land consisting of construction or alteration of structure, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulkheading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the City that binds land to specific patterns of use, including but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development does not include the following activities:

- a. Interior building improvements
- b. Exterior structure maintenance activities, including painting and roofing.
- c. Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning, and weeding.
- d. Maintenance of the following existing facilities that does not expand the affected area; septic tanks, (routine cleaning); wells, individual utility service connections; and individual cemetery plots in established and approved cemeteries. (SMC 18.13.010)

“Previously Disturbed Areas” include those areas that were disturbed through land clearing activities previously authorized by the City or prior to permit requirements. Previously disturbed areas includes lands that were disturbed for road, utility, rail, and other infrastructure development within the City.

“Normal maintenance” includes those usual acts to prevent a decline, lapse, or cessation from a lawfully established condition (WAC 173-27-040(2)(b)).

"Normal repair" means to restore a development to a state comparable to its original condition, including but not limited to its size, shape, configuration, location, and external appearance, within a reasonable period after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resources or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including, but not limited to, its size, shape, configuration, location, and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment (WAC 173-27-040(2)(b)).

MEMORANDUM OF AGREEMENT PARAMETERS

The following provisions are agreed to in association with this MOA:

- This MOA is applicable to all existing and future facilities and activities identified within this agreement and the associated management plan that are located within areas meeting the definition of a designated critical area within SMC 18.13.010, including geologically hazardous areas, fish and wildlife habitat conservation areas, wetland areas, frequently flooded areas, critical aquifer recharge areas, and buffers as established, and all activities as identified in Section 18.13.025 (D).
- The approval of this MOA meets the requirements associated with a critical areas permit and expedited review request, and as such, the activities mitigated in compliance with this Agreement do not require the submission and approval of separate critical areas permits for the duration of this MOA;
- This MOA applies within the city limits of Stevenson and all areas annexed by the City during the duration of this MOA;
- For all activities identified within this MOA, no mitigation will be required beyond the mitigation identified within this Agreement;
- An annual report shall be submitted per the provision below.
- Approval of this Agreement does not require the alteration or relocation of existing infrastructure owned or operated by the City;
- The provisions contained within this Agreement apply only to Public Works employees, Public Works contractors, and vendors working under the direction of Public Works;
- This Agreement will be in effect until December 31, 2023 unless the mitigation measures agreed to herein are found to pose a significant public health, safety, or reliability issue; in that case, either and/or both party(ies) may open the Agreement.

IMPACT AVOIDANCE AND MINIMIZATION

Activities identified within this MOA and the management plan (Attachment A) shall make all attempts to avoid impacts to critical areas. All Public Works employees, contractors, and vendors will use reasonable methods to avoid potential adverse impacts to critical areas and will receive training in the approved procedures and standards identified for work within critical areas. If impacts cannot be avoided, all reasonable methods to minimize necessary impacts to critical areas shall be used. The expedited review process under Chapter 18.13 does not give permission to degrade a critical area or ignore the risk from natural hazards. Any incidental damage to, or alteration of, a critical area that is not a necessary outcome of the activity shall be restored, rehabilitated, or replaced at Public Works' expense.

GENERAL STATEMENT

The approval of this MOA and the management plan functions as a critical area permit review that the City's Planning Director has reviewed and determined that no reasonable alternatives to the proposed activities exist. The Planning Director reserves the right to submit written findings during review of annual monitoring reports. Public Works agrees to obtain a critical areas report for activities that are determined to require a critical areas report per SMC 18.13 based on that review.

REPORTING AGREEMENT

Activities covered under this MOA and as part of the management plan will be compiled into an annual report prepared by Public Works and submitted to the City's Planning Department. The annual report will include the following elements for each activity completed pursuant to this MOA during the year:

- Dates for duration of the project (start/completion)
- Details on project location (written description or map)
- Description of project actions

The annual report will also describe any problems or incidents with any persons or agencies during the prior year and any mitigation and other remedial actions and outcomes. Any project that includes vegetation monitoring will also be included in this report. The annual report will be provided to the City's Planning Department at the end of the 4th quarter of the fiscal year.

EXTENSION

Public Works requests the option to extend this MOA and the associated management plan (Attachment A) in one-year increments after the passing of the initial five-year authorization.

ENFORCEMENT

The following code sections are provided as reference in relation to enforcement of this MOA and management plan:

- SMC 18.13.075 Penalties – Violations

ATTACHMENTS:

A: Critical Areas Management Plan

Approved this _____ day of _____, 20____.

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

**CITY OF STEVENSON
ORDINANCE NO. 2018-1131**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA DEFINING, RELATING TO AND PROVIDING FOR A
LICENSE UPON CERTAIN BUSINESSES, OCCUPATIONS, PURSUITS AND PRIVILEGES, PROVIDING
PENALTIES FOR THE VIOLATION THEREOF AND REPEALING ORDINANCES 573 and 788**

WHEREAS, in 2017 the Washington State Legislature adopted EHB2005 which requires cities to change their business license regulations; and

WHEREAS, model business license language has been released for the use by cities and towns; and

WHEREAS, the city council of the City of Stevenson desires to add section 5.04 to the Stevenson Municipal Code.

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

Section 1-Adoption: The provisions set forth in Exhibit A, attached hereto any by this reference fully incorporated herein, shall be added to the Stevenson Municipal Code as Title 5.04, "Business License".

Section 2-Repealer: Ordinances 573 and 788 are hereby repealed in their entirety.

Section 3-Severability: That if any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

PASSED by the City Council of the City of Stevenson at a regular meeting this 20th day of December, 2018.

Scott Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk/Treasurer

Kenneth B. Woodrich, City Attorney

Exhibit "A"
Chapter 5.04 Business Licenses

Sections:

Contents

- 5.04.010 – Purpose.
- 5.04.020 – Definitions.
- 5.04.030 – Business License required.
- 5.04.040 – Application and renewal.
- 5.04.050 – Peddlers and solicitors-Application, Investigation and Issuance.
- 5.04.060 – License term or expiration.
- 5.04.070 – Fee.
- 5.04.080 – Prohibited refunds.
- 5.04.090 – License-nontransferable.
- 5.04.100 – Exception – Applicability of provisions.
- 5.04.110 – Revocation or suspension of license.
- 5.04.120 – Appeal.
- 5.04.130 – Penalties.

5.04.010 – Purpose.

The purpose of this chapter is to provide a means for obtaining public information and compiling statistical information on existing and new businesses within the city, to regulate and ensure the legal conduct of business, and to assist in the effective administration of the health, fire, building, zoning and other codes of the city.

5.04.020 – Definitions.

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

- A. "Business" includes all activities engaged in with the object of gain, benefit or advantage to the taxpayer or to another person or class directly or indirectly.
- B. "Company" means any individual, receiver, assignee, trust, estate, firm, copartnership, joint venture, club, company, joint-stock company, business trust, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit or otherwise, and includes the United States or any instrumentality thereof, provided a valid tax may be levied upon or collected therefrom under the provisions of the ordinance.
- C. "Engaging in Business"
 - 1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

2. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.
 - a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City and generating any income therefrom, whether in cash, cash equivalent, barter, trade or other boot.
 - b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
 - c. Soliciting sales.
 - d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
 - e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
 - f. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
 - g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
 - h. Collecting current or delinquent accounts.
 - i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
 - j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
 - k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
 - l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
 - m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
 - n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
 - o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

- p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.
 - a. Meeting with suppliers of goods and services as a customer.
 - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - d. Renting tangible or intangible property as a customer when the property is not used in the City.
 - e. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.
 - f. Conducting advertising through the mail.
 - g. Soliciting sales by phone from a location outside the City.
 5. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).
The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.
- D. "Extractor" means every person, who from his own land or from the land of another under a right or license granted by lease, or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or commercial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product, or fells, cuts or takes timber or other natural products or takes, cultivates or raises fish, shell fish or other sea or inland water foods or products.
 - E. "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or commercial use from his own materials or ingredients any articles, substances, or commodities. When the owner of equipment or facilities furnishes or sells to the customer prior to manufacture, all or a portion of the materials that become a part or whole of the manufactured article, the Director of Finance shall prescribe equitable rules for determining tax liability.
 - F. "Peddler" includes any person, whether a resident of the city of Stevenson or not, traveling by foot, wagon, automotive vehicle, or any other type of conveyance from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, seafoods, vegetables, fruits, garden truck, farm products or provisions, offering or exposing the same for sale, or making sales and delivering articles to purchasers, or who, without

traveling from place to place, sell or offer the same for sale from a wagon, automotive vehicle, railroad car, or other vehicle or conveyance, and further provided that one who solicits, orders and as a separate transaction makes deliveries to purchasers as part of a scheme or design to evade the provisions of this chapter shall be deemed peddlers subject to the provisions of this chapter.

"Peddler" includes the words "hawker" and "huckster."

- G. "Person" includes both the singular and the plural and also means and includes any person, firm or corporation, association, club, copartnership or society, or any other organization.
- H. "Solicitor" includes any person, whether resident of the city of Stevenson or not, traveling either by foot, wagon, automobile, motor truck, or any other type of conveyance, from place to place, from house to house, or from street to street, taking or attempting to take orders for the sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not, provided that such definition includes any person who, for himself, or for another person, firm or corporation, hires, leases, uses, or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop, or any other place within the city for the sole purpose of exhibiting samples and taking orders for future delivery
- I. "Tuition Fee" shall be construed to include library, laboratory, health service and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or faculty of such institution; provided, that the term "educational institution", as herein used, shall be construed to mean only those institutions created or generally accredited as such by the State and offering to students an educational program of a general academic nature, or those institutions which are not operated for profit and which are privately endowed under a deed of trust to offer instruction in trade, industry and agriculture, but not including specialty schools, business colleges, trade schools or similar institutions.

5.04.030 – Business License required.

Every person who engages in business must obtain a City business license for the privilege of engaging in business within the city and shall post the city business license at their physical place of business. A business must license each physical location at which it conducts business within the city. Multiple businesses operating at the same location must have and post a separate license for each business. Businesses locate outside the city must carry a copy of the city business license while conducting business inside the city.

5.04.040 – Application and renewal.

Applications for permits and license under this ordinance must file with the city clerk a sworn application in writing, on a form to be furnished by the city clerk.

Upon the filing of the application and the payment of the license fee, a license shall be issued by the city clerk or designee.

Renewals shall require payment of all license fees due. Failure to renew the license on or before 120 days after expiration may result in the cancellation of the license, and may require the filing of a new

city business application, payment of all appropriate fees, and reapproval by the city in order to continue conducting business in the city.

5.04.050 – Peddlers and solicitors-Application, Investigation and Issuance.

- A. Applications for peddlers and solicitors shall include the following information:
 - 1. Name and description of the applicant;
 - 2. Address (legal and local);
 - 3. A brief description of the nature of the business and the goods to be sold and in the case of products of farm or orchard, whether produced or grown by the applicant;
 - 4. If employed, the name and address of the employer, together with credentials establishing the exact relationship;
 - 5. The length of time for which the right to do business is desired;
 - 6. If a vehicle is to be used, a description of the same, together with license number or other means of identification;
 - 7. A photograph of the applicant, taken within sixty days immediately prior to the date of the filing of the application, which picture shall be two inches by two inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
 - 8. The fingerprints of the applicant and the names of at least two reliable property owners of the county of Skamania, who will certify as to the applicant's good character and business responsibility, or, in lieu of the names of references, any other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility;
 - 9. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor;
 - 10. At the time of filing the application, a fee in such amount as shall be determined from time to time by resolution of the city council shall be paid to the city clerk-treasurer to cover the cost of investigation.
- B. Upon receipt of such application, the original shall be referred to the Skamania County sheriff, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good; provided, that such investigation shall be completed within thirty days of receipt of such application by the county sheriff.
- C. If as a result of such investigation the applicant's character or business responsibility is found to be unsatisfactory, the county sheriff shall endorse on such application his disapproval and his reasons for the same, and return the application to the city clerk-treasurer, who shall notify the applicant that his application is disapproved and that no permit and license will be issued.
- D. If as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the county sheriff shall endorse on the application his approval, and the city clerk-treasurer shall, upon payment to the city of the prescribed license fee, deliver to the applicant his permit and issue a license.

5.04.060 – License term or expiration.

Each city business license issued shall be valid until June 30th and all renewals thereafter shall be for a period of one year commencing July 1st through June 30th of the following year.

5.04.070 – Fee.

The fee for the City business license required by this chapter shall be established by resolution of the city council. The fee imposed by this chapter, and all penalties assessed thereon by the city, shall constitute a debt to the city and may be collected by court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. Any judgment entered in favor of the city shall include an award to the city of all court and collection costs including attorneys' fees.

5.04.080 – Prohibited refunds.

No surrender, revocation or other cancellation, irrespective of the cause, of any business license issued, shall entitle the holder thereof to any refund in whole or in part of any business license fee paid. In addition, no refunds shall be paid if the licensee shall fail to operate the business for the full period of the business license.

5.04.090 – License-nontransferable.

No business license issued within the city shall be transferable. Only the persons to whom the business license is issued shall be eligible to engage in business as permitted under that license. No licensee shall allow another person to operate a business under, or display the business license issued to said licensee.

5.04.100 – Exception – Applicability of provisions.

This chapter shall not be applicable to:

- A. Any fraternal, charitable or social entity, or nonprofit organization whose sole purpose is charitable and nonprofit and not organized or operated for the benefit of private interest, other than those operating pursuant to Chapter 69.51A.
- B. Any organization or assemblage whose sole purpose is religious and is not organized or operated for the benefit of private interests;
- C. Any municipality or political subdivision of the United States or the State of Washington;
- D. Any person who is exempt from paying the license fee by the laws of the United States of America or by the State of Washington.
- E. Artisans who produce their own art or craftwork, or sellers of prepared foods participating in a special event permit in which the sponsor has a city business license.
- F. Farmers, agriculture, or gardeners selling their own farm products raised and grown exclusively upon lands owned or occupied by them. This exclusion is not applicable to the sale of value-added products or prepared foods.

- G. A seller located outside the city merely delivering goods into the city by means of a common carrier provided that it engages in no other business activities in the city.
- H. Minors engaged in babysitting, newspaper delivery, lemonade stands, lawn mowing and similar activities.
- I. Individuals who own or rent/lease property or otherwise use real property for their personal residence.
- J. Individuals who own real property that is rented/leased to others for residential use or lodging for periods of more than thirty (30) days. Provided the individual rents/leases no more than two properties. Persons/entities that own three or more separate real properties that is leased/rented for residential use must obtain a license.
- K. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city, shall submit a business license application to the city clerk or designee, but shall not be required to pay a fee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

5.04.110 – Revocation or suspension of license.

The city clerk may, at any time, suspend or revoke any license issued under the provisions of this chapter whenever the licensee, or any officer, employee or partner thereof:

- A. Has violated any federal, state or city statute, law, regulation or ordinance upon the business premises stated in the license or in connection with the business stated in the license, whether or not the licensee, or officer or partner thereof, has been convicted in any court of competent jurisdiction of such violation;
- B. Is or has conducted, engaged in or operated the business stated in the license upon premises which do not conform to the ordinances of the city of Stevenson;
- C. Has maintained or permitted the business stated in the license to be conducted, engaged in or operated in such a manner as to constitute a public nuisance;
- D. Has made any material false statement or representation in connection with obtaining the license.

5.04.120 – Appeal.

- A. Whenever the city clerk determines that there is cause for suspending, denying or revoking any license issued pursuant to this chapter, the clerk shall notify the person holding the license by registered or certified mail, return receipt requested, of the determination. Notice mailed to the address on the license shall be deemed received three days after mailing. The notice shall specify the grounds for suspension, denial or revocation.
- B. The licensee may appeal the decision of the city clerk to deny or revoke a business license by filing a written notice of appeal to the city council within ten days of the clerk's decision.
- C. Upon timely receipt of the notice of appeal, the city clerk shall set a date for hearing the appeal. The city clerk shall mail notice of the date of the hearing to the licensee at least twenty days prior to the hearing date.

- D. The Hearing shall be De Novo. The city council may affirm, reverse or modify the city clerk's decision.
- E. The Decision of the City Council shall be Final. Any person desiring to appeal must file an appropriate action in Skamania County Superior Court within fourteen days of the city council's decision.
- F. Following revocation, no business license shall be issued for a period of twelve months to the person or business entity whose license was revoked, or to any business entity owned or controlled by such person or entity.

5.04.130 – Penalties.

Any person violating or failing to comply with any of the provisions of this chapter shall be guilty of a class 1 civil infraction penalty as set forth in RCW 7.80.120 as adopted by reference in SMC 1.18.050(A)(1). Continuing violations after notice and an opportunity to abate the violation may be assessed a daily Class 1 civil infraction.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF STEVENSON
AND THE PORT OF SKAMANIA COUNTY RE WATERFRONT AMENITIES**

This Amendment is made and entered into this 20th day of December, 2018 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the Port of Skamania County, a municipal corporation of the State of Washington, hereinafter referred to as “Port”.

Recitals

- 1) WHEREAS, in December, 2017 the City Council approved the expenditure of the sum of \$30,867 in Lodging Tax Fund appropriations toward the design and installation of waterfront park amenities; and
- 2) WHEREAS, during design, the Port has decided to change some of the materials used in the project and requests greater flexibility with the funds while maintaining the overall intent of the project; and
- 3) WHEREAS, the Port has experienced some delays in ordering the materials needed for the project and requests an extension of the contract; and
- 4) WHEREAS, the City’s Tourism Advisory Committee considered the project to be an asset to the City’s tourism attractions and recommended the increased flexibility to be granted.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that Sections of the Interlocal Agreement be amended as follows:

Key: Added language underlined
Deleted language ~~strikethrough~~

1. Performance.

- a) Port will design and install waterfront amenities including bike racks, park benches, water fountains, and ADA picnic tables, as part of the larger Stevenson Restoration and Enhancement project and submit requests for payment within forty-five days of each accepted task.
- b) Port will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.

2. Completion. Port will complete the work and provide the services to be performed under this agreement on or before December 31, ~~2018~~ 2019.

3. Payment.

- a. The City will reimburse Port up to \$30,867 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
- b. Final invoice for this agreement must be received by the City on or before ~~January 11, 2019~~ January 13, 2020. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.

The parties ratify the above described Amendment in its entirety and accept the Agreement as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF STEVENSON

PORT OF SKAMANIA COUNTY

Scott Anderson, Mayor

Pat Albaugh, Executive Director

ATTEST:

Leana Kinley, City Administrator

Stevenson Municipal Court
Summary of Cases Filed 2018
Updated 9/18/2018

<u>Charge</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Criminal Non-Traffic												
Assault 4th Degree	-	1	-	1	-	1	1	-	-	-	2	-
Bail Jumping	-	-	-	-	1	-	-	-	-	-	-	-
Disorderly Conduct	-	-	-	-	-	-	-	-	-	-	-	-
Malicious Mischief III	-	-	-	-	-	1	-	-	1	-	-	-
Minor in Possession (Marijuana)	-	-	-	-	-	-	-	2	-	-	2	-
No Contact/Protection/Antiharass Order Vio	-	1	-	-	-	2	-	-	2	-	-	-
Resisting Arrest	-	-	-	-	-	-	-	-	-	-	-	-
Supply Liquor/Premises to Minaor	-	-	-	-	-	-	-	-	-	1	-	-
Theft 3	1	1	-	2	-	1	-	2	-	1	1	-
Other Criminal Non-Traffic	-	-	-	-	-	-	-	-	-	-	-	-
Total Criminal Non-traffic	1	3	0	3	1	5	1	4	3	2	5	0
Criminal Traffic												
DUI/Physical Control	1	2	2	1	1	1	1	1	-	-	-	-
Operate Vehicle w/o Ignition Interlock	-	-	1	-	-	-	-	-	-	-	-	-
No Valid Op License or Driving While Suspended	6	4	2	2	3	2	1	1	-	2	1	-
Hit & Run	-	-	-	-	-	-	-	-	-	-	-	-
Reckless Driving	-	-	-	1	-	-	-	-	-	-	-	-
Total Criminal Traffic	7	6	5	4	4	3	2	2	0	2	1	0
Non-Traffic Infraction												
Dog Running at Large	-	-	-	-	1	-	-	-	-	-	-	-
Open/Consume Alcohol Public Place	-	1	-	-	-	-	-	-	-	-	-	-
Open/Consume Marijuana Public Place	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor Burning Violation	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Traffic Infractions	0	1	0	0	1	0	0	0	0	0	0	0
Traffic Infraction												
Vehicle Registration (Fail to Register/Expired)	2	2	6	1	-	2	1	-	-	-	-	-
Fail to Signal	-	-	-	-	-	-	-	-	-	-	-	-
Fail to Wear Safety Belt	-	-	-	-	-	-	-	1	-	-	-	-
Fail to Yield Right of Way	-	-	1	-	1	-	-	-	-	-	-	-
Following too Close	-	-	-	-	-	-	-	-	-	-	-	-
Improper Passing on Left	-	-	1	-	-	-	-	-	-	-	-	-
Leaving Unattended Veh on Roadway	-	-	-	1	-	-	-	-	-	-	-	-
Negligent Driving 2nd Degree	-	-	1	-	-	-	-	-	-	-	-	-
No Motorcycle Endorsement	-	-	-	-	1	-	-	-	-	-	-	-
No Valid Operator's License/No License on Person	-	1	-	-	2	2	2	-	-	-	-	-
Open Alcoholic Container	-	-	1	-	-	-	-	-	-	-	-	-
Op Motor Vehicle w/o Headlights when Req'd	-	-	-	-	1	-	-	-	-	-	-	-
Op Motor Vehicle w/o Insurance	2	2	2	-	1	2	1	-	1	1	-	-
Speeding	3	7	5	5	5	6	3	2	-	-	1	-
Wrong Way on One-Way Street	-	1	-	-	-	1	-	-	-	-	-	-
Total Traffic Infractions	7	13	17	7	11	13	7	3	1	1	1	0
Parking Infractions												
Illegal Parking, Standing, Stopping	-	2	2	-	-	-	-	-	-	-	1	-
Total Traffic Violations & Citations:	14	21	24	11	15	16	9	5	1	3	3	0
2018 Monthly Total Violations & Citations	15	25	24	14	17	21	10	9	4	5	8	0
2018 Year-to-Date Total Violations & Citations	15	40	64	78	95	116	126	135	139	144	152	
YTD Traffic related 2018 YTD:	14	35	59	70	85	101	110	115	116	119	122	122
YTD Traffic related 2017 YTD:	4	5	12	12	14	19	23	23	29	30	31	35
YTD Traffic related 2016 YTD	6	10	16	21	26	42	63	68	75	97	100	103



City of Stevenson

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 – November 2018
Meeting Date: December 20, 2018

Executive Summary:

November saw an uptick in Structure fire calls for our response area. We responded to two structures fires in Stevenson and one structure fire in Carson. Structure 1 was completely lost to fire and may have been contributed to a homeless camp within the structure. Structure 2 was a rental property that was under remodel. The structure was saved due to the efforts of our volunteers. The structure fire in Carson was a total loss and displaced a young family of 5. The department continued to support public awareness and image promotion by participating in three events with the school district as well as attending the annual Columbia Gorge Starlight Parade.

1. Fire Volunteers attended a Lunch with Tuffy event at Stevenson Elementary School and a Perfect Attendance cookie party at Carson Elementary School. Firefighters also took part in a “lip sync” event with the Carson Elementary 4 grade students.
2. Attended the Columbia Gorge Starlight Parade – Took home fire place in the Fire Truck category.
3. Junior firefighter Pennie Schupbach started a Firefighter 1 and 2 fire academy. This is a 21 week course being put on by Skamania County Fire District 1, Stevenson Fire Dept, and Cascade Lock Fire and Rescue.

Overview of Items:

Command Vehicle Grant Project: Working on quoting of additional equipment to outfit the vehicle such as lighting, radios, bed organizer, and signage.

New Fire Hall: Geotech and wetland delineation studies are in process

Drills/Training/Calls:

November Drills/Training – 106 Hours of volunteer training time

November Calls – 7 total

- 1 – Fire Alarms
- 1 – Mutual Aid
- 2 – Burn/Smoke Complaints
- 1 – Motor Vehicle Collisions
- 2 – Structure Fire

Action Needed: None



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 11/01/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Hazard	1
Traffic Accident, w/ Injuries	1
Medical Emergency	1
Theft Automobile	1
Threats	1
Information Report	1
Welfare Check	1
Illegal Burning/Permit Violat	1
Total Incidents for This Date	8

Date: 11/02/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Suspicious Person/Circumstance	1
Jail Problems/Inmate Problems	1
Agency Assistance	1
Medical Emergency	1
Jail Problems/Inmate Problems	1
Illegal Burning/Permit Violat	1
Total Incidents for This Date	7

Date: 11/03/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Found Property	1
Medical Emergency	1
Disorderly Conduct	1
Trespassing	1
Citizen Dispute	1
Introduce Contraband	1
Total Incidents for This Date	6

Date: 11/04/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Public Nuisance/County Ordinan	1
Jail Problems/Inmate Problems	1
Medical Emergency	1
Information Report	1
Hospice	1
Medical Emergency	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Total Incidents for This Date	6

Date: 11/05/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Vagrancy	1
Juvenile Problem	1
Threats	1
Medical Emergency	1
Alarms oth than	1
Medical Emergency	1
Theft Other Property	1
Alarms oth than	1
Total Incidents for This Date	9

Date: 11/06/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Juvenile Problem	1
Medical Emergency	1
Reckless Endangerment	1
Medical Emergency	1
Wanted Person - Warrant	1
Medical Emergency	1
Business Establishment Alarm	1
Total Incidents for This Date	7

Date: 11/07/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Abuse of animals except Dogs	1
Jail Problems/Inmate Problems	1
Total Incidents for This Date	2

Date: 11/08/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Collision Prop Damage	1
Found Property	2
Total Incidents for This Date	3

Date: 11/09/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	2
Business Establishment Alarm	1
Total Incidents for This Date	3

Date: 11/10/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Structure/Building Fire	1
Possession of Marijuana	1
Intoxicated Person	1
Information Report	1
Theft Other Property	1
Wanted Person - Warrant	1
Medical Emergency	1
Total Incidents for This Date	7

Date: 11/11/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Abandon Vehicle Right of Way	1
Overdue Person	1
Medical Emergency	1
Total Incidents for This Date	4

Date: 11/12/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Theft Other Property	1
Problems with Dogs	1
Suspicious Person/Circumstance	1
Medical Emergency	1
Total Incidents for This Date	4

Date: 11/13/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Structure/Building Fire	1
Medical Emergency	1
VIN Number Inspection	1
Welfare Check	1
Medical Emergency	1
Citizen Assist	1
Total Incidents for This Date	6

Date: 11/14/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Theft Other Property	1
Medical Emergency	1
Incomplete 9-1-1 Calls	1
Total Incidents for This Date	3

Date: 11/15/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Suspicious Person/Circumstance	1
Attempted Suicide	1
Total Incidents for This Date	3

Date: 11/16/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Harrass	1
Information Report	1
Problems with Dogs	1
Domestic Violence	1
Total Incidents for This Date	4

Date: 11/17/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	3
Abandon Vehicle Right of Way	1
Total Incidents for This Date	4

Date: 11/18/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Wanted Person - Warrant	1
Carprowl Theft from Auto	1
Total Incidents for This Date	2

Date: 11/19/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Request Traffic Enforcement	1
Wanted Person - Warrant	1
Found Property	2
Total Incidents for This Date	4

Date: 11/20/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Simple Assault	1
Citizen Assist	1
Total Incidents for This Date	2

Date: 11/21/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Person/Circumstance	1
Medical Emergency	1
Wanted Person - Warrant	1
Total Incidents for This Date	3

Date: 11/22/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Property Watch, House Check	1
Medical Emergency	1
Total Incidents for This Date	3

Date: 11/24/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Incomplete 9-1-1 Calls	1
Medical Emergency	2
Total Incidents for This Date	4

Date: 11/25/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	4
Total Incidents for This Date	4

Date: 11/26/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Theft Other Property	1
Total Incidents for This Date	1

Date: 11/27/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Threats	1
Total Incidents for This Date	2

Date: 11/28/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Theft Automobile	1
Harrass	1
Vagrancy	1
Medical Emergency	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic Violence	1
Total Incidents for This Date	5

Date: 11/29/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Patrol Request	1
Incomplete 9-1-1 Calls	1
Parking Problem	1
Patrol Request	1
Medical Emergency	1
Total Incidents for This Date	5

Date: 11/30/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Person/Circumstance	1
Information Report	1
Domestic Violence	1
Total Incidents for This Date	3

Total reported: 124

Report Includes:

All dates between `00:00:00 11/01/18` and `00:00:00 12/01/18`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 11/02/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Fraud	1
Total Incidents for This Date	1

Date: 11/13/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Person/Circumstance	1
Total Incidents for This Date	1

Date: 11/20/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarms oth than	1
Total Incidents for This Date	1

Date: 11/21/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Found Property	1
Total Incidents for This Date	1

Date: 11/30/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Medical Emergency	1
Total Incidents for This Date	1

Total reported: 5

Report Includes:

All dates between `00:00:00 11/01/18` and `00:00:00 12/01/18`, 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



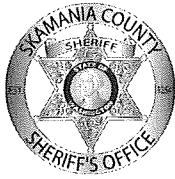
Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Total reported: 0

Report Includes:

All dates between `00:00:00 11/01/18` and `00:00:00 12/01/18`, 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>
46.20.342	DR W/LIC PRIV SUSP	1
46.61.400	SPEEDING	4
46.61.570	ILLEGAL PARKING	2
69.50.401	DRUGS-LEGEND VIOLATN	2
9A.36.041	4TH DEGREE ASSAULT	1
9A.56.050	THEFT III	1

Report Totals

11

Report Includes:

All dates of issue between `00:00:00 11/01/18` and `00:00:00 12/01/18`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

MINUTES
PLANNING COMMISSION MEETING
Monday, October 08, 2018
6:00 PM

Planning Commission Members Present: Valerie Hoy-Rhodehamel, Karen Ashley, Shawn Van Pelt, Auguste Zettler

Excused Absence: Matthew Knudsen

Staff Present: Community Development Director Ben Shumaker

Community Members Present: Bernard Versari, Mary Repar

Guest: None

Call to Order: 6:02 p.m.

Preliminary Matters

1. Chair Selects Public Comment Option #2

2. Minutes August Meeting Minutes:

Repar noted a spelling error on page 2 number 26 second sentence “the most redless” and Shumaker clarified that it should read “the most redlines”.

MOTION: ZETTLER moved to approve the minutes with the notation of the redlines spelling error. VAN PELT seconded. All approved. Motion carried.

3. Public Comment Period

Attached letter to be discussed under staff reports.

New Business

4. Conditional Use Permit Reviews Review of 2016-2017 Conditional Use Permits

The only conditional use permit to be reviewed was issued in 2014 for a B&B. The 2016 review period showed that it hadn't started operation so the permit and review period was extended until today. There have been no complaints and they have been in compliance. There is an option to take a more in-depth look and schedule a public hearing for next meeting, although staff suggest it is not necessary. The Commission determined consensus for no additional action.

Old Business

5. Shoreline Management Program Planning Commission Review Drafts of ICR, SMP, RP & CIA

Shumaker noted the two page memo, which highlights the biggest redline changes made and the responsiveness summary details items yet to be addressed or items that required additional discussion. Overall, by section: The red cover had no change since what was presented at the September meeting; the blue cover and green cover reached a Commission agreement at the last meeting and Shumaker made a few copy edits; as expected, the cumulative impact analysis/no net loss report had the most updates that are new to the Commission as of tonight, because changes in other documents need to be reflected in the analysis/report. The Commission had twelve comments to address tonight, going by color of document.

Red: Inventory & Characterization Report

61 describes the minor edits and 62 shows the map inventory- The minor edits outlined were suggested by the Department of Ecology (DOE). The edits were referenced previously but not added until now.

Repar asked for the word palustrine to be added to definitions. Shumaker explained that there is a

statewide definition, in reference to wetlands, that can be added. Consensus by the Commission to add the definition. Versari confirmed that the pages currently in review highlight changes and the pages not included indicate no changes have occurred since the last review. Versari suggested updating the acknowledgement page to note the city's new Commissioner Zettler and Shumaker confirmed yes. Repar asked if there is a resource which explains the different types of soils and Shumaker noted a general reference to the US Geological Survey and the National Resource Conservation Service within the document. Hoy-Rhodehamel suggested a document or online reference that explains soil types more specifically. The current document does include text describing soil qualities and Shumaker will clarify that those references are part of sources material. Repar added further that indicating soil types in connection to buildability is helpful. The definition for liquefaction will also be added. The Commission reached consensus to make the four changes noted. Consensus to move forward with 61 and 62 given changes discussed.

Blue: Shoreline Master Program

Shumaker noted that small copy edits made to this section may not have been printed out on tonight's documents (small edits such as adding an s). The changes to the permit process is included in chapter 2 so it's consistent with other changes made in other sections as well as the critical areas ordinance. No change in intent of regulations, which have been previously reviewed. There are changes to nonconforming use and the development section to be consistent with other areas of the document. Shumaker noted that he does not anticipate coordination problems between all documents and there is a process to make sure all documents communicate with each other if they come up for amendment in the future. Page 22 explained the avoidance and mitigation for avoiding unknown historical and archaeological sites and the addition of the text is the same as it appeared at the last meeting. Zettler asked who the Shoreline Administrator will be and Shumaker noted that it was added to the definitions in the same way it was done in the zoning code on page 79.

Hoy-Rhodehamel noted confusion about exemptions vs. required permits, questioning whether exemptions require a discussion with staff or necessitate filling something out. Shumaker confirmed that something would need to be filled out. He explained further that, for instance, a house built in shoreline area is exempt from the required permit but still has to meet a number of regulations. These regulations will be coordinated with the CAO and only involve one permit progress rather than two. The exemption only means the application doesn't go through the Planning Commission. Hoy-Rhodehamel suggested instances where paperwork doesn't need to be filed and could be unnecessary. Allowing this instance could promote activities we want residents to do without red tape. Shumaker highlighted 6b in the middle of page 10 and explained that the statement of exception concept, the legitimacy and verification it provides owners, and that it is not a requirement but is strongly recommended by the DOE. Commission needs more information and Shumaker will look into it further. Consensus to not move forward at this time.

14 Cultural resource - Consensus to move forward as drafted.

28 Dredging - It was supported to keep the requirement for notice and analysis of downstream, adding to proposals within channel migration zone. Shumaker noted that the suggestions have been drafted on page 65 and 66. Model Toxics Control Act and Comprehensive Environmental Response, Compensation, and Liability Act are both defined. Commission consensus to move forward.

33 & 63 SED map - Shumaker explained that the newest proposal is slightly different than last reviewed and is based on DOE suggestions. It also includes the move of the two cemeteries into urban conservancy designation, city sewer plant area is now high intensity designation, Rock Creek

Drive bridge has been changed to high intensity designation, causeways for Highway 14 and the railroad within city limits east of Rock Creek are high intensity designation, the Interpretive Center and Fairgrounds remain in urban conservancy designation, and the old Hegewald site vacant land that is county owned is high intensity designation. The current map will need to have downstream changes to parcel numbers and references to how much the shoreline percentages listing each designation. Commission consensus to move forward and with permission for Shumaker to move forward with other required changes based on this decision.

43 View platforms - The discussion led to a more comprehensive look at boating facilities and overwater structures. Pages 40 and 41 note changes related to this discussion. Shumaker confirmed boating facilities in the red areas are permitted uses. The Commission highlighted and confirmed that current wording states public use facilities are preferred over private docks. Versari sees docks as more friendly than buoys. The Commission discussed that this doesn't prohibit docks but limits clutter on the shoreline. Docks and buoys both need to go through the same process but buoys are cheaper and less obstructive than docks. The Commission doesn't see it as their job to prohibit what people permit for but, staying true to what's best for the ecological impacts of the shoreline in this document, state what the shoreline preference is. Commission consensus to leave as is and move forward.

44 Public access - Shumaker noted the comment in chapter 5 regarding regulations and confirmed that the topic was already covered in chapter 4 page 29 regarding public institution use therefore it should be required to include public access. Shumaker also added what public funding means. Commission consensus to move forward.

Green: Shoreline Restoration Plan

Shumaker noted cleaning up the table to list all the projects it's related to, including final clean ups. Commission consensus to move forward.

Gray Cumulative Impacts Analysis

54 CIA - Shumaker noted minor edits made throughout. Commission consensus to move forward.

55 Other programs - Shumaker noted page 22 and the recommendations to coordinate. Commission consensus to move forward.

56 57 CIA - Shumaker noted impacts in sections 2.2 and 2.3 with most changes regarding net effect or net loss as described below:

2.2 added discussion about a. urban conservancy designation, b. separated out designations individually and setbacks individually, which allows for talking about the system of conditional use. Tables all changed to be more informative. Commission consensus to move forward.

2.3 not a lot of detail added but does include what was requested and the recommendations. Commission consensus to move forward.

Shumaker directed attention to the executive summary on page 1, an addition to no net loss statement on page 29. Shumaker explained that the next steps include all the edits from tonight's feedback and completing the SEPA threshold determination. The determination will then be published in the paper for a two week period and future action will depend on comments received. There is a possible City Council public hearing for the November meeting. The Council have been handed the public release draft and have time to review the draft and notice that this big effort is

coming. The Commission consensus is to review comments at the Planning Commission meeting in November before going to City Council and holding a public hearing.

Discussion

6. Staff & Commission Reports Broadband, CAO Adoption (change), Sewer Happenings

Shumaker noted that the broadband draft has been handed over to him. He also mentioned that the CAO was adopted at City Council with one change regarding a buffer to fish bearing streams. Shumaker added that the Commission had considered decreasing and did not and then property owners came forward and suggested the change. The Council and Shumaker were in support of this from 125 to 100 feet. Shumaker also noted that a value planning session with the beverage industries was held in regards to sewer use and was successful. Staff and Council are in process of evaluating different strategies that came out of the meeting in hopes of reducing the overall cash budget to the sewer upgrade. Shumaker explained that both the collection system and the sewer plant will cost approximately \$15 million in the next five years.

The boundary review board for Skamania County sent Repar to a workshop and she recommended the Commissioners participate.

Shumaker noted that the shipping container moratorium has two months left. The current plan is to be determined for how to continue the moratorium and the Commission suggests the Council determine the process. In general, the Commission does want to deal with design standards that would only apply to shipping containers. This topic will be on the next Commission agenda. The Council will have a retreat soon and has extended the offer to attend to all Commissioners. Knudsen may attend.

The Commission closed with a discussion regarding the recent Council decision to move forward with a city marijuana buffer change. Hoy-Rhodehamel explained some previous topics that come before the Commission first while the Council already have strong opinions and questioned whether the Council should take it up without going through Commission first. She noted a cumulative concern and not just related to the recent marijuana buffer. Zettler described the Commission as the committee that looks at details and that the Commission still should be considered and have a say in the decision making process. Previous letters considered, Ashley and Van Pelt don't want to create more animosity. Hoy-Rhodehamel explained that Council decisions can come back on the Commission and reflect on them, as they are doing the deep look into details. Hoy Rhodehamel suggested more presentation of reason and research around these tougher topics. Commission consensus not to send a letter and continue thoughts moving forward with controversial issues being discussed at joint meetings.

7. Thought of the Month None.

Adjournment at 7:51 p.m.

Approved _____; Approved with revisions _____

Name _____ Date _____

Minutes by Claire Baylor

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT MONTHLY REPORT and INVOICE

Contractor:	Skamania County Chamber of Commerce	
Reporting Period:	November 2018	
Amount Due:	\$ 7,500.00	Monthly Contract Amount
	1,020.00	Program Management Time
	<u>14,467.74</u>	Monthly Reimbursables
	\$ 22,987.74	

VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	105
Telephone Calls:	28
E-Mails:	9
Business Referrals:	586
Tracked Overnight Stays:	38
Mailings (student, relocation, visitor, letters):	2
Large Quantity Mailings (guides, brochures, etc.)	392
Chamber Website Pageviews	3,358
COS Website Pageviews	5,695

CHAMBER BUSINESS

Chamber Board Meeting: The November Board meeting was held with discussion items including staff hiring updates, lease agreement with Umpqua Bank for office space, update on new health insurance policy for staff, upcoming events, etc.

Chamber Membership: We had one new members in November and 8 renewals.

“Columbia Currents” Monthly Electronic Newsletter: The November 2018 issue was deployed on Thursday, November 1 to over 1,000 recipients. Individuals continue to sign up for the e-newsletter via the website.

“Under Currents” Weekly E-Blast: The e-blast, consisting of three sections – Activities & Events, Announcements and Updates and New Members - is delivered weekly on Thursday afternoons.

“Chamber Break” Morning Networking Session: The November Chamber Break took place at Bridgeside Restaurant in Cascade Locks. 16 people attended.

Chamber Happy Hour: We held our Annual Small Business Showcase in November at the Columbia Gorge Interpretive Center Museum. 16 businesses/organizations hosted a table at the event and approximately 60 people were in attendance.

Chamber Facebook Page: Posting updates several times per week including sharing of member events and activities. Currently at 1,567 followers. Create new posting for each new member.

Chamber Marketing, Projects, Action Items:

- Updated chamber membership list and 2019 calendar of events for placement in the 2019 Skamania County Visitors Guide.
- Organized and held the Annual Small Business Showcase to promote small businesses and non-profit organizations in the area.
- Updated kiosk at Cape Horn Trailhead and continue to fill with Skamania County Visitor Guides.
- Met with City of Stevenson and Skamania County LTAC committees for review 2019 funding requests.

COUNTY ORGANIZATIONAL & PROMOTIONAL SUPPORT

Event Promotion/Assistance:

- All Stevenson Events
- Christmas in the Gorge
- Chamber/Port/EDC Holiday Open House
- Chamber Annual Dinner

LOCAL/REGIONAL/STATE MEETINGS AND PROJECTS:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements and attend monthly meetings. Other WRBA activity included:

- Bigfoot Bash at Logtoberfest: Organized and attending meeting to recap the event and to start planning for next year’s festivities.
- Christmas in Carson: Will help with getting supplies and serving cookies and hot chocolate at the event in December.

Stevenson Business Association (SBA): Canceled SBA monthly meeting due to family emergency.

Stevenson Downtown Association (SDA): Attended SDA meeting and worked with Promotion Committee members.

Columbia Gorge Tourism Alliance (CGTA):

- Serve as treasurer paying bills, reconciling bank statements, completing treasurer reports.
- RARE Placement: Supervising RARE member’s daily activities.
- Gorge Tourism Alliance:
 - Participated in core team meetings.
 - Receiving CGTA partner applications and payments.
 - Managing CGTA Facebook page. Currently at 2882 followers.

Skamania County Fair Board: Attended monthly fair board meeting to start planning for 2019 fair.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

STEVENSON/SBA MEETINGS AND PROJECTS:

- Worked with Sasquatch Advertising on updating Stevenson’s photo campaign.
- Deployed winter newsletter to over 1,000 recipients.
- Solicited business participation in Christmas in the Gorge event.
- Solicited business participation in and Shop Stevenson for the Holidays campaign.
- Created and distributed schedule of events for Christmas in the Gorge.
- Placed ad for Christmas in the Gorge and Shop Stevenson for the Holidays.
- Posted updates and announcements on Stevenson Facebook page and Christmas in the Gorge Facebook page. Currently at 3293 fans.

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 2	Promotional Products and Projects		
P2-D1	Website		\$1,435.94
P2-D2	Marketing Campaign		10,112.64
P2E	Wind River Publishing Advertisements		586.00
P2F	Skamania Lodge Cooperative Projects		245.00
Program 3	Stevenson Business Association Events		
P3A	Gorge Blues and Brews Festival		155.84
P3B	Christmas in the Gorge		<u>1932.32</u>
			\$ 14,467.74

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases, etc.)	6 hours	\$ 180.00
Program 3	Stevenson Business Association Events		
P3B	Christmas in the Gorge	28 hours	<u>840.00</u>
		34 hours	\$ 1,020.00

ENERGY SERVICES PROPOSAL

Energy Services Authorization No:
2018-784 A (1)

City of Stevenson
Water Meter Replacement & Lighting
Upgrades at the City Hall and Water
Treatment Facility



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APPENDICES ATTACHED ELECTRONICALLY

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SECTION 1: EXECUTIVE SUMMARY

This Energy Services Proposal (ESP) documents the findings and proposed improvements identified through an Investment Grade Audit (IGA) performed by Apollo Solutions Group (ASG) as part of the Energy Savings Performance Contract (ESPC) process for the City of Stevenson in Stevenson, WA. The outcome of implementing the proposed facility improvement measures (FIMs) includes:

- The total project cost is \$642,110
- The total Guaranteed Maximum Construction and ESCO FEE cost is \$565,040
- The total Non-Guaranteed Costs, including WA State taxes and DES Fees, is \$77,070
- Efficiency upgrades of the following systems include:
 - City wide Water Meter replacements including Automatic Reader Meter reader technology.
 - LED lighting upgrades at the City Hall and Water Treatment Plant
- Standardization and improved reliability of systems.
- Total annual costs of \$72,714 for water meter replacements to include projected revenue enhancement of \$45,934 and O&M savings of \$26,780
- Energy cost savings of \$1,038 for LED lighting upgrades
- Improved meter accuracy guarantee no less than 4.18 % for a water savings of 292,760 cubic feet per year

ASG has worked with the City of Stevenson's staff, with review and approval from the Washington Department of Enterprise Services ESPC Program, to develop this proposal for implementing the FIMs. The City of Stevenson staff and ASG team collaborated for 8 months in the development of these proposed improvements.

This water retrofit project meets the cost effectiveness criteria of the City of Stevenson.

The implementation phase of the project will begin in the first quarter 2019 and conclude in the second to third quarter of 2019. ASG proposes to guarantee the meter accuracy resulting in enhanced revenue for the city for a period of one year. The cost of measurement and verification for the first year is included in the price of the project. However, the performance guarantee is only valid when M&V services are provided by ASG. The scope and annual cost of M&V services is presented in Section 4 of this proposal.

This Energy Services Proposal (ESP) documents the findings and proposed improvements identified through an Investment Grade Audit (IGA) performed by Apollo Solutions Group (ASG) as part of the Energy Savings Performance Contract (ESPC) process for the City of Stevenson in Stevenson, WA. The outcome of the Energy Services Proposal will be to implement the proposed facility improvement measures (FIMs).

ACKNOWLEDGEMENTS

Apollo Solutions Group would like to thank the City of Stevenson for their cooperation in providing data, access, and assistance in the development of this Energy Services Proposal. Mayor Scott

Anderson, Public Works Director Eric Hansen, City Administrator Leana Johnson, and DES Energy Engineer Lisa Steel

PROJECT FINANCES & GUARANTEE

The total cost to implement the FIMs is a guaranteed maximum construction cost itemized in detail in Table 1-1. This price includes the Department of Enterprise Services’ project management fee, and Washington State Sales Tax. The proposed improvements will be funded by third party financing negotiated by The City of Stevenson. Financial details are provided in Section 6 of this ESP.

Table 1-1

OPEN BOOK PROJECT COST SUMMARY		TOTAL
City of Stevenson		
CONSTRUCTION COSTS		
Direct Subcontracted Costs		\$346,304
ASG On-Site Services (Supervision, etc.)		\$27,387
Misc. Direct Costs		\$0
SUB-TOTAL CONSTRUCTION COSTS		\$373,691
Performance Bond	1.44%	\$5,381
TOTAL DIRECT CONSTRUCTION COSTS		\$379,072
ESCO FEES		
Audit Fee		\$49,394
Year 1 Measurement & Verification		\$146
Engineering During Construction	10.0%	\$34,630
Project Management	6.0%	\$20,778
Overhead	10.0%	\$34,630
Profit	8.0%	\$27,704
TOTAL ESCO FEES		\$167,284
OTHER COSTS		
Project Contingency	5.0%	\$18,685
Construction Interest		\$0
ASG Year 2 M&V		\$0
ASG Year 3 M&V		\$0
TOTAL OTHER COSTS		\$18,685
TOTAL GUARANTEED CONSTRUCTION & ESCO COSTS		\$565,040
NON-GUARANTEED COSTS		
Misc. Costs:		\$0
Tax - Construction	7.7%	\$29,189
Tax - Professional Services	7.7%	\$12,881
WASHINGTON DES PROJECT MGMT FEE		\$35,000
TOTAL NON-GUARANTEED COSTS		\$77,069
TOTAL MAXIMUM PROJECT COST		\$642,110

The Total Guaranteed Construction & ESCO Costs are guaranteed to the City of Stevenson any cost overruns beyond this price will be borne by ASG. Barring unforeseen changes in conditions or the City of Stevenson-requested changes to scope, there will be no changes in price (change orders) to the City. Construction costs will be documented throughout the project in a transparent, open book pricing methodology.

The cash flow presented in Table 1-2 illustrates the favorable economics of this project. The project will be self-funding and retire the debt from the third-party financing in year 15. A more detailed cash flow is presented in Section 6 of this proposal that shows how different financial components come together to form the cash flow presented in Table 1-2.

Table 1-2

EXECUTIVE CASH FLOW SUMMARY				
PROJECT YEAR	ANNUAL BENEFITS	ANNUAL COSTS	ANNUAL CASH FLOW	ACCUMULATED CASH FLOW
0	\$0	\$0	\$0	\$0
1	\$73,752	\$50,441	\$23,311	\$23,311
2	\$75,965	\$50,441	\$25,524	\$48,835
3	\$78,244	\$50,441	\$27,803	\$76,637
4	\$80,591	\$50,441	\$30,150	\$106,787
5	\$83,009	\$50,441	\$32,568	\$139,355
6	\$85,499	\$50,441	\$35,058	\$174,412
7	\$88,064	\$50,441	\$37,623	\$212,035
8	\$90,706	\$50,441	\$40,265	\$252,300
9	\$93,427	\$50,441	\$42,986	\$295,286
10	\$96,230	\$50,441	\$45,789	\$341,075
11	\$99,117	\$50,441	\$48,676	\$389,750
12	\$102,090	\$50,441	\$51,649	\$441,399
13	\$105,153	\$50,441	\$54,712	\$496,111
14	\$108,307	\$50,441	\$57,866	\$553,977
15	\$111,557	\$50,441	\$61,116	\$615,093
16	\$114,903	\$0	\$114,903	\$729,996
17	\$118,350	\$0	\$118,350	\$848,347
18	\$121,901	\$0	\$121,901	\$970,248
19	\$125,558	\$0	\$125,558	\$1,095,806
20	\$129,325	\$0	\$129,325	\$1,225,130
Total	\$1,981,746	\$756,615	\$1,225,130	

SECTION 2: FACILITY DATA

The facility data documented in this section of the report was obtained through the site evaluation process. The key task of the Investment Grade Audit, which is a name given to a project phase composed of many tasks, is the site evaluation. This is commonly referred to as the energy audit; although the definition of an energy audit includes many tasks that are not performed on-site. It is a task upon which all other tasks rely - the scope, savings, and construction costs cannot be known without a thorough understanding of the site. ASHRAE writes in its HVAC Applications Handbook:

Energy audits may include the following:

1. Collect and analyze historical energy use and billed water use
2. Study the building, street lighting, and water billing systems, and their operational characteristics
3. Identify potential modifications to reduce energy use and/or cost
4. Identify potential modifications to improve the water billing system
5. Perform an engineering and economic analysis of potential modifications
6. Prepare a rank-ordered list
7. Report results

The work performed by ASG as part of the IGA corresponds to an ASHRAE Level II/III audit; which are defined as:

Level II: ...a more detailed building survey and energy analysis, including a breakdown of energy use in the building, a savings and cost analysis of all practical measures that meet the owner's constraints, and a discussion of any effect on operation and maintenance procedures. It also lists potential capital-intensive improvements...

Level III: This focuses on potential capital-intensive projects identified during Level II and involves more detailed field data gathering and engineering analysis. It provides detailed project cost and savings information with a level of confidence high enough for major capital decisions.

ASHRAE also notes that the levels of energy audits do not have sharp boundaries. They are general categories for identifying the type of information that can be expected and an indication of the level of confidence in the results.

The work performed by ASG specifically as part of the site and system evaluation (usually referred to together as "the audit") falls generally into two categories:

1. Evaluation of the building(s) and systems, and their operational characteristics
2. Identification of potential modifications to reduce energy use or cost

The collection of facility data for this section of the report is performed through this evaluation of the buildings and systems, and their operational characteristics. The potential modifications to reduce energy use or cost are discussed in a different section of the report.

FACILITY DATA SUMMARY

FACILITY:	Stevenson City Hall
SQUARE FOOTAGE:	4,800 sqft
APPROXIMATE BUILDING AGE:	68 yrs
ASG FACILITY PERFORMANCE RATING:	Average
HOURS OF OPERATION	Mon - Fri 7:30am-5:30pm



FACILITY USAGE AND OCCUPANCY:

The building encompasses the city hall and administrative offices. The entire building is open offices with an area for conferences. The entire basement is used for storage.

BUILDING ENVELOPE:

The city hall is a one-story building with a full daylight basement. The building is located at 7121 East Loop Road, Stevenson, WA 98648. The building is a wood structure with dual pane windows, code compliant insulation, and a pitched asphalt shingle roof.

LIGHTING SYSTEMS:

The lighting upstairs consists of fluorescent drop-in T-8 troffers with some wraps and recessed can lights. Downstairs are wraps, screw in compact fluorescents, and T-12 industrial strip lights.

See Appendix A for lighting survey

HVAC SYSTEMS & CONTROLS:

The heating system consists of one condensing furnace with a heat pump for heating and cooling. The furnace is a Tempstar smart comfort series unit with a R410a heat pump.

UTILITIES:


The total electric use for the building was **23,080 kWh** at a total cost of **\$1,909** for the year of **2016**. Electricity (meter 80229956) is purchased from Skamania PUD at an average rate of **\$0.083 per kWh**.

The natural gas use for the building is purchased from Avista, but is not part of this project.

Energy Cost Index

\$0.30 per Square Foot/Year (electricity only)

FACILITY DATA SUMMARY

FACILITY:	Stevenson Water Treatment Plant	
SQUARE FOOTAGE:	2,000 sqft	
APPROXIMATE BUILDING AGE:	40 yrs	
ASG FACILITY PERFORMANCE RATING:	Average	
HOURS OF OPERATION	Mon - Fri 1 hr/day	

FACILITY USAGE AND OCCUPANCY:

The building encompasses the water treatment systems and pumps for pressurization of the City's water. The building is rarely used except for maintenance or testing of the water.

BUILDING ENVELOPE:

The water treatment plant is a one-story steel frame pole building with metal roof and siding. The building is located at Ryan Allen Rd, Stevenson, WA 98648.

LIGHTING SYSTEMS:

The lighting consists of fluorescent 2-lamp industrial shop lights.

See Appendix A for lighting survey

HVAC SYSTEMS & CONTROLS:

The heating system consists of multiple electric unit heaters to prevent freezing.

The treatment plant consists of controls and 5 pumps:

- 50 hp pump for fire emergencies flow requirements and to help pressurized the upper storage tank.
- (2) 20 hp that lead lag to fill the main storage tank.
- (2) 7.5 hp circulation pumps for the treatment center

UTILITIES:

The total electric use for the building was **135,600 kWh** at a total cost of **\$10,775** for the year of **2017**. Electricity (meter 13023776) is purchased from Skamania PUD at an average rate of **\$0.079 per kWh**.

The natural gas use for the building is purchased from Avista, but is not part of this project.

Energy Cost Index

\$3.08 per Square Foot/Year (electricity only)

WATER METER DATA SUMMARY

FACILITY:	Water Meters
SQUARE FOOTAGE:	N/A
APPROXIMATE AGE:	N/A
ASG FACILITY PERFORMANCE RATING:	N/A



FACILITY USAGE AND OCCUPANCY:

N/A

BUILDING ENVELOPE:

N/A

WATER METER SYSTEMS:

According to the City of Stevenson's billing system, there are currently (688) water meters installed. The city's water system serves (569) residential customers and (116) commercial customers. Most of these meters are 5/8" x 3/4" Hersey meters, and others vary in size between 1" to 4". Meters are predominately located in interior locations. Each of these meters is read manually by a meter reader by a City of Stevenson Water Department operator. Tables below summarizes the count of meters by customer types and size:

Row Labels	Count of Service Address
1 1/2" Inside Comm	3
1" Inside Commercial	13
1" Inside Res	2
1" Outside Res	1
2" Inside Commercial	16
3" Inside Commercial	1
3/4" Inside Commercial	80
3/4" Inside Res	520
3/4" Outside Commercial	1
3/4" Outside Res	31
3/4" Senior Inside Res	14
3/4" Senior Outside Res	1
4" Inside Commercial	2
Transient Lodging Base Water Rate	3
(blank)	
Grand Total	688

Size	Quantity
3/4"	647
1"	16
1 1/2"	3
2"	16
3"	1
4"	2
Transient Lodging Base Water Rate	3
Total	688

SECTION 3: PROJECT SCOPE OF WORK

The City of Stevenson has selected, for development in this Investment Grade Audit, a number of Facility Improvement Measures (FIMs) that were presented by ASG as a result of a Preliminary Energy Assessment. These FIMs generate cost savings, improve the operation of the City, and reduce the loss in water and sewer revenue. This section of the Energy Services Proposal describes each FIM and the scope of work that ASG will implement during construction to achieve the savings.

The scopes of work for each FIM were developed after a site survey as part of the IGA. While every effort has been made to identify failed equipment and problematic building operation during the site survey, there may be additional work identified during design and construction that are not included in the scope of work for each FIM as defined in this section of the proposal. Some of this work could include, but is not limited to, repairing or replacing equipment that is found to be malfunctioning or failed, repairing or replacing equipment that may have been damaged after the site survey, correcting problematic building or system operation, etc. ASG may work with the owner to correct such deficiencies however any work that is not included in the scope of work for each FIM will require a change order and additional compensation.

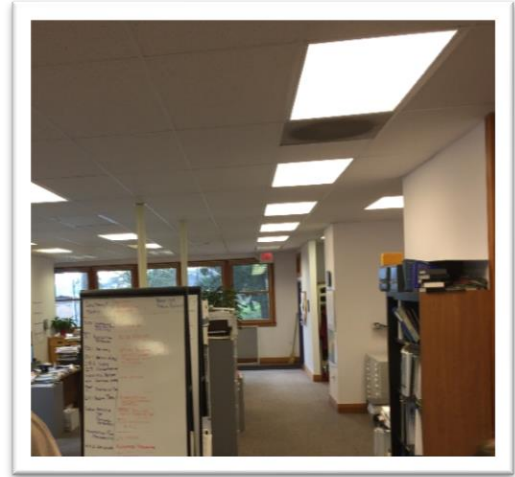
FIM-01: LED LIGHTING AT CITY HALL AND WATER TREATMENT PLANT

Existing Conditions:

ASG performed a lighting audit at the water treatment plant and the city hall. The lighting at the water treatment plant consists of fluorescent 2-lamp industrial shop lights. The lighting at the City Hall consists of fluorescent drop-in T-8 troffers with some wraps and recessed can lights in the upstairs. Lights in downstairs are wraps, screw in compact fluorescents, and T-12 industrial strip lights.

Proposed Modifications:

All lamps will be replaced or retrofitted with LED lamps with controls for occupancy and daylight sensing according to Appendix A: Lighting Survey.



Breakdown of proposed modifications is as follows:

Benefits & Results:

- The proposed lighting retrofits will reduce electricity usage
- Replacing lights with standardized lamps and ballasts will reduce the maintenance needs

Scope of Work:

The scope of work for this FIM includes:

- Replacement of light fixtures where retrofit lamp and ballast kits are recommended.
- Building code upgrades not necessary to complete this scope of work
- Additional occupancy sensors, additional external photo cells and new timers.

Services provided by ESCO:

- Construction management
- Project supervision
- Engineering design review
- M&V as indicated in the FIM-specific M&V plan

Extent of subcontracting:

- Engineering design
- High and low voltage electrical construction

Approved equipment:

- Lamps and ballasts by Philips/Advance or approved equal

FIM-02: WATER METER REPLACEMENT AND AMR INSTALLATION

Existing Conditions:

The City of Stevenson currently has (688) water meters recorded in the billing system. Each of these meters are read manually by a City operator. Residential meters are typically ¾" x 1" Hersey meters, installed in interior locations.

The city's billing system was studied to create the existing meter inventory consisting of the following information: meter address, meter size, meter age, and customer type (i.e. Inside Residential, etc.). Meter age information was not recorded in the billing system. Complete meter inventory is attached to this document as *Appendix B: Water Meter Inventory*. Meter accuracy testing was performed during the Investment Grade Audit to estimate the revenue recovery expected from the installation of new meters. The result of the test is attached as *ESP Attachment-2: Water Meter Accuracy Test Result*.

Table 2-1: Stevenson Meter Inventory (Count by Service Address)

Row Labels	Count of Service Address
1 1/2" Inside Comm	3
1" Inside Commercial	13
1" Inside Res	2
1" Outside Res	1
2" Inside Commercial	16
3" Inside Commercial	1
3/4" Inside Commercial	80
3/4" Inside Res	520
3/4" Outside Commercial	1
3/4" Outside Res	31
3/4" Senior Inside Res	14
3/4" Senior Outside Res	1
4" Inside Commercial	2
Transient Lodging Base Water Rate	3
(blank)	
Grand Total	688

Proposed Modifications:

Replace meters listed above with composite meters that are Automated Meter Reading (AMR) enabled to allow drive-by reading and eliminate a need for a City employee to exit the vehicle at each individual meter location.

New meters will be provided by the city, and installed by ASG. Data points will be integrated to the billing system.

Table 2-2: Stevenson Meter Replacement Style and Quantities

Item	Description	Qty.
1	flowIQ® 2250 RF; 25 GPM 5/8" x 3/4"; lead-free PPS flow tube	647
2	flowIQ® 2250 RF; 55 GPM 1" x 10.75"; 316 stainless steel flow	16
3	flowIQ® 3250 RF; 120 GPM 1.5" x 13"; 316 stainless steel flow	3
4	flowIQ® 3250 RF; 160 GPM 2" x 17"; 316 stainless steel flow tube	16

Benefits & Results:

- The project will complete the meter replacement project within months whereas the current maintenance staff would need years to replace all of the meters in consideration of their other projects/workload.
- New meters will improve the overall meter accuracy to provide revenue recovery for the city.
- New meters will improve the billing equality – currently, some customers are billed more per unit volume than others.
- New meters will meet the no-lead requirement per Safe Drinking Water Act.
- Hot Rod Transmitters will eliminate the meter reading cost by allowing faster, easier meter reading operation.

Scope of Work:

The scope of work for this FIM includes:

- Meter installation is defined as removal of existing meter and replace with new meter and communication technology. Installation of new meter gaskets is provided.
- Flush service lines (where possible) after meter installation.
- Coordinate meter installation activities around meter reading schedule.
- Collect meter installation data on tablet.
- Pictures of meter reading and post installation will be collected during time of change out and will be available to the city upon request.
- GPS coordinates accurate within 10' will be collected at time of installation.
- Weekly meter change file will be provided in electronic format suitable for Utility Billing upload.
- Removal of all job-related debris.

The scope of work for this FIM excludes:

- Replacing old or damaged service pipe either from the City-side or customer side.
- Correcting any observed plumbing code violations.
- Installation of new valves.
- Re-plumbing settings to accommodate non-standard meter lay lengths or meter couplings.
- Replacement of inaccessible or un-installable water meters.
- Inaccessible or un-installable water meter condition shall be remedied by the CITY. Inaccessible or un-installable water meter condition includes the following:
 - Locations where there is no operable valve(s) to allow the isolation of the meter.
 - Location that have physical obstructions preventing the installation of the meter (water heater, water softener, finished basement, behind locked gate, etc.

- Locations with nonstandard lay length or connections requiring the setting to be re-plumbed.
- Meters where the City's customer prevents ESCO from accessing the meter to perform the change-out ,
- ESCO will service the water meters so long as inaccessible or un-installable water meter condition is remedied by the City prior to the ESCO demobilizing from the project.

Services provided by ESCO:

- Construction management
- Project supervision
- Engineering design review
- M&V as indicated in the FIM-specific M&V plan

SECTION 4: UTILITY SAVINGS AND VERIFICATION

The savings from the proposed projects are arrived at through a three step process. The first step in the process is the analysis of utility billing information which establishes the amount and cost of utilities (electricity and natural gas) that are provided to the site. The second step in the process is the analysis of equipment information that establishes where the utility usage is allocated within the facility. It is the changes to this equipment, and its operation, which generate the savings. The third step in the process is integrating the measurement and verification (M&V) plan for each FIM into the IGA. These M&V plans and associated measurements, services, and operations form the basis of validating that savings have been achieved. This section of the Energy Services Proposal describes these three steps and how they come together to form the project guarantee.

The revenue recovery from the water meter replacement and AMR project is arrived at through a three-step process. The first step is the analysis of existing billing data which established the amount of water billed to the customers during the base year. The second step is the analysis of the existing meter accuracy. The revenue recovery is generated based on the meter accuracy improvement, and reduction in water meter reading cost. The third step is integrating the M&V plan for this FIM. The M&V plans and associated measurements, services, and operations form the basis of validating that savings have been achieved. This section of the Energy Services Proposal describes these three steps and how they come together to form the project guarantee.

Utility Baselines and Rates

Electricity Baseline and Rates

Electricity is provided to the City of Stevenson by Skamania PUD under rate “Commercial Rate (Single Phase, no demand meter)” for the City Hall and rate “Large Industrial Rate (three phase, demand metered)” for the water treatment plant. Service is received at secondary distribution voltage and delivery is recorded at a multiple electrical meters throughout the city.



To establish the baseline electricity usage and cost, ASG analyzed the base year of invoices from January 2015 through December 2016 for the following accounts.

- Meter #: 80229956 City Hall
- Meter #: 13023776 Water Treatment Plant

The following Figures and tables show Monthly Electricity Usage kWh and Monthly Electricity Usage, Cost during the Base Year January 2015 - December 2016.

Table 4-1: Water Treatment Plant Monthly Electricity Usage & Cost (kWh) - 2016

WATER TREATMENT PLANT BASELINE ELECTRICAL USE						
Skamania PUD Meter Number(s): 13023776					Schedule(s): Large Industrial Rate	
Address:		Ryan-Allen Road				
Month	Beginning Read Day	Ending Read Day	Days in Billing	Usage (kWh)	Demand (kW)	Baseline Cost
December	11/30/2016	12/28/2016	28	9,680	-	\$737
November	10/27/2016	11/29/2016	33	10,240	-	\$721
October	9/28/2016	10/26/2016	28	9,760	-	\$814
September	8/27/2016	9/27/2016	31	17,280	-	\$1,251
August	7/27/2016	8/26/2016	30	16,240	-	\$1,177
July	6/29/2016	7/26/2016	27	14,000	-	\$1,047
June	5/27/2016	6/28/2016	32	15,120	-	\$1,117
May	4/28/2016	5/26/2016	28	11,760	-	\$933
April	3/29/2016	4/27/2016	29	9,600	-	\$682
March	2/27/2016	3/28/2016	30	9,680	-	\$686
February	1/27/2016	2/26/2016	30	9,520	-	\$675
January	12/30/2015	1/26/2016	27	9,760	-	\$689
Total			353	142,640	0	\$10,527

Figure 4-1: Water Treatment Plant Monthly Electricity Usage (kWh) - 2016

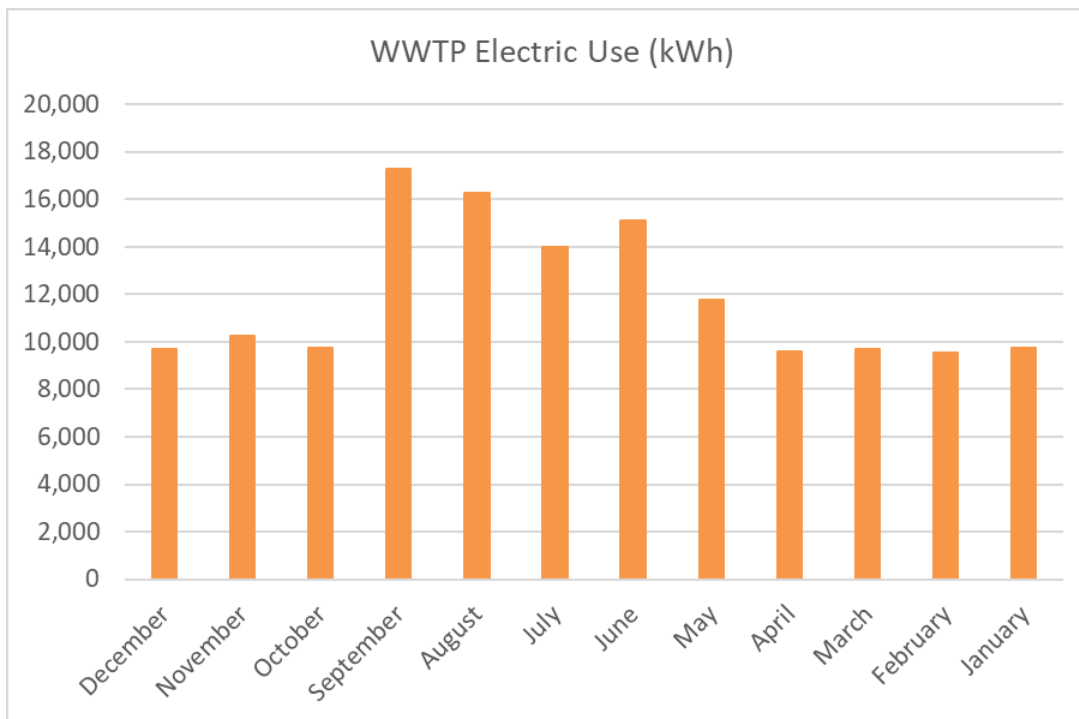
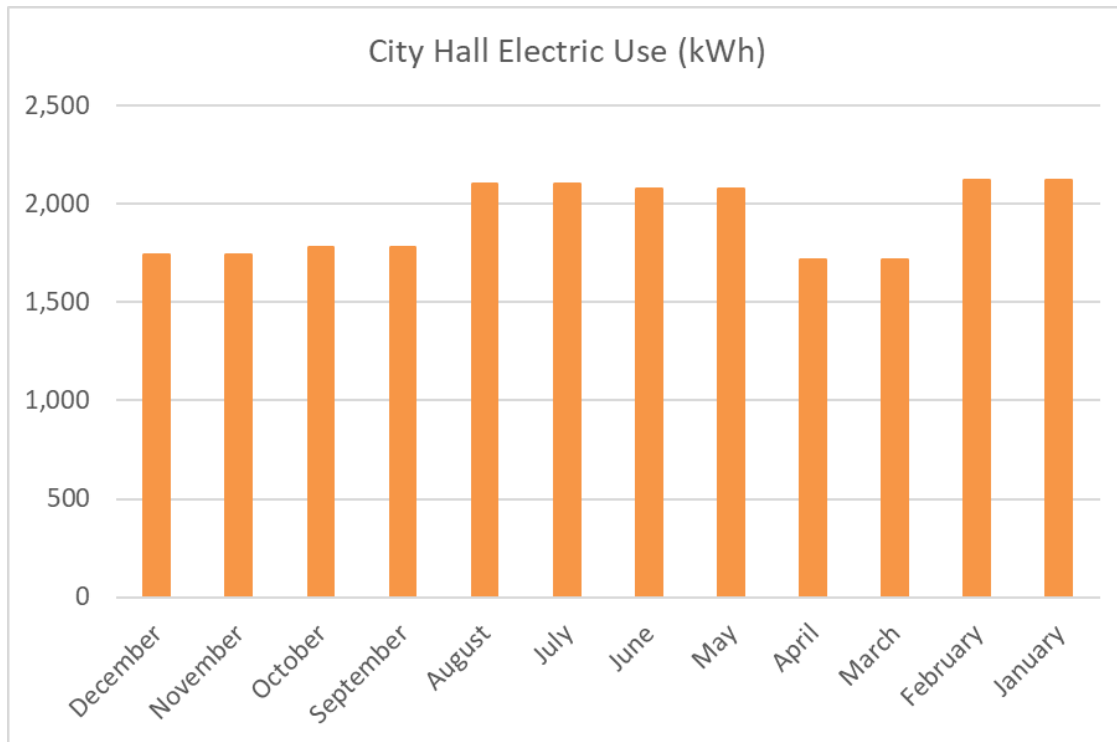


Table 4-2: Water Treatment Plant Monthly Electricity Usage & Cost (kWh) - 2016

STEVENSON CITY HALL BASELINE ELECTRICAL USE						
Skamania PUD Meter Number(s): 80229956					Schedule(s): Commercial Rate	
Address: 7121 East Loop Road, Stevenson, WA						
Month	Beginning Read Day	Ending Read Day	Days in Billing	Usage (kWh)	Demand (kW)	Baseline Cost
December	10/26/2016	12/27/2016	62	1,740	-	\$146
November	-	1/0/1900		1,740	-	\$146
October	8/26/2016	10/25/2016	60	1,780	-	\$149
September	-	-		1,780	-	\$149
August	6/28/2016	8/25/2016	58	2,100	-	\$172
July	-	-		2,100	-	\$172
June	4/26/2016	6/27/2016	62	2,080	-	\$170
May	-	-		2,080	-	\$170
April	2/26/2016	4/25/2016	59	1,720	-	\$144
March	-	-		1,720	-	\$144
February	12/29/2015	2/25/2016	58	2,120	-	\$173
January	-	-		2,120	-	\$173
Total			359	23,080	0	\$1,909

Figure 4-2: Water Treatment Plant Monthly Electricity Usage (kWh) - 2016



The published amounts for the “Commercial Rate (Single Phase, no demand meter)” for the City Hall is listed in Table 4-3

Table 4-3

Commercial Rate (Single Phase, no demand meter)	
Published kWh Usage Range	
Basic Charge	\$22.75/month
Energy Charge	\$0.07610/kWh

The published amounts for the “Large Industrial Rate (three phase, demand metered)” for the water treatment plant is listed in Table 4-4

Table 4-4

Large Industrial Rate (three phase, demand metered)	
Published kWh Usage Range	
Basic Charge	\$108.25/month
Energy Charge	\$0.05330/kWh
kW Charge	
First 35kW	\$0
Demand charge more than 35kW	\$6.2070/kW

The marginal rate per kWh to be applied to the kWh savings were calculated based on the annual total charge and total kWh consumption. This is a blended rate that includes the applicable taxes and fees for both locations and shown in Table 4-6.

Table 4-6: Marginal Electricity Rates to be applied to the kWh Savings

Calculated Electric Blended Rate		
Site(s)	Meter Number(s)	Blended Rate (\$/kWh)
City Hall & WWTP	80229956, 13023776	\$0.1137

Water Meter Billed Consumption Baseline and Rates

For the water meter replacement and AMR project, metered water volume, billed water volume, and billed sewer volume becomes the basis for the baseline water and sewer revenue to the City of Stevenson. Metered water and billing history data provided by the City were analyzed to define the baseline metered water volume. Table 4-7 displays the total water usage and charges for the years 2015, 2016 and 2017. Table 4-8 lists the base charges for each customer class per the City’s “Water System Plan Update” Report.

Table 4-7

Year	Billed Water Charges (CF)	Billed Water Charges (\$)
2015	10,186,618	\$ 876,330.83
2016	9,996,695	\$ 898,825.74
2017	10,160,008	\$ 861,991.11
Total	30,343,321	\$ 2,637,147.68

Table 4-8

Class	Meter Size	City Limit	2013-Current Base Rate
Residential/Commercial	3/4-inch	Inside	\$ 19.50
Residential/Commercial	3/4-inch	Outside	\$ 28.75
Residential/Commercial	1-inch	Inside	\$ 32.00
Residential/Commercial	1-inch	Outside	\$ 54.50
Residential/Commercial	1.5-inch	Inside	\$ 77.25
Residential/Commercial	1.5-inch	Outside	\$ 111.25
Residential/Commercial	2-inch	Inside	\$ 149.00
Residential/Commercial	2-inch	Outside	\$ 215.25
Residential/Commercial	3-inch	Inside	\$ 267.75
Residential/Commercial	3-inch	Outside	\$ 388.50
Residential/Commercial	4-inch	Inside	\$ 321.25
Residential/Commercial	4-inch	Outside	\$ 467.25
Residential/Commercial	6-inch	Inside	\$ 855.75
Residential/Commercial	6-inch	Outside	\$ 1,239.00
Excess water >400 cu ft	per CF	Inside	\$ 0.039
Excess water >400 cu ft	per CF	Outside	\$ 0.046

The quantity of billed water is different from metered water volume. For residential customers, the first 400 cubic feet of water consumption is included in the monthly charge and not charged. All metered water consumption in excess of 400 CF is charged by volume. In order to calculate the revenue recovery, a blended rate needs to be applied to the billed water quantity.

Sewer charge is based on the estimated sewer volume. For all commercial rate customers, the City of Stevenson estimates that the sewer volume equals to the metered water volume. For residential customers, average winter months consumption (December through March) becomes the estimated sewer volume and is charged monthly throughout the next year as sewer charge. The differences in customer usage (residential versus commercial) and charges (high and low volume usage) create wide variations in the billing rates of individual accounts. For the purposes of this project, a blended rate for sewer and water was achieved by sampling the usage and charges of (30) residential ¾” metered accounts as this is for 98% City of Stevenson customers. Table 4-9 summarizes the blended billing rates used for water and sewer charges.

Table 4-9

Billing Rates		
Water	\$	0.0869
Sewer	\$	0.0654

Rate Escalation Projections

ASG assumes that water and sewer rates will increase at a rate of 3.00% per year over the life of the project. This escalation rate was used to determine the projected cash flow, which was presented for informational purposes only. In the Washington DES ESPC Program, savings are guaranteed only in units of energy and water and not dollars. The actual utility rate increases may vary and therefore change the projected cash flow for the project.

WATER METER ACCURACY MEASUREMENT PROCESS

The guaranteed savings associated with this project are based on improved water meter accuracy. In accordance with the M&V plan, ASG has performed meter accuracy tests on existing meters during the IGA and will perform meter accuracy tests on new meters prior to installation. This section of the report describes how the meters were, and will be, tested and how the test results are used to quantify meter accuracy.

Pre-retrofit measurements were performed using a field mounted test bench. Existing meters to be tested were removed from service and installed on the test bench and tested at multiple flow rates. The test flow rates correspond to American Water Works Association (AWWA) testing standards. Sample values for the 5/8”x3/4” meters (which account for approximately 647 of 688 meters), are summarized in Table 4-10. Values used for other meters are included in the attachments.

Table 4-10

Meter Type	Test Flow Rate Classification	Test Flow Rate [GPM]	AWWA Weighting Factor
Positive Displacement & Turbine	Low Flow	0.25	15%
Positive Displacement & Turbine	Intermediate Flow	2	70%
Positive Displacement & Turbine	High Flow	15	15%

For each tested flow rate the meter readout was recorded at the start and end of the test for both the tested meter and the bench test meter. In other words the “start read” and “finish read” were recorded for both the field-installed meters owned by the City of Stevenson and the bench test meter. The values were used to calculate the meter accuracy at the tested flow rate using the following equation:

$$Meter\ Accuracy_{Flow\ Rate} = \frac{(End\ Read_{Field\ Meter}) - (Start\ Read_{Field\ Meter})}{(End\ Read_{Test\ Bench}) - (Start\ Read_{Test\ Bench})}$$

Thus, for the 5/8”x3/4” meters (which account for approximately 647 of 688 meters), there are three meter accuracy values; one at low flow, one at intermediate flow, and one at high flow. These are combined using AWWA weighting factors (see previous table) for the meter type to develop the weighted average accuracy (WAA) for each meter. The AWWA weighting factors are time-weighting factors that provide a standardized assumption about how much time a meter operates in the different flow regimes (low flow, intermediate flow, high flow). The calculation procedure is shown in the following equation.

$$WAA = (MA_{Low\ Flow})(WF_{Low\ Flow}) + (MA_{Int\ Flow})(WF_{Int\ Flow}) + (MA_{High\ Flow})(WF_{High\ Flow})$$

Where:

- WAA = Weighted average accuracy for an individual meter
- MA = Tested meter accuracy at the indicated flow rate
- WF = AWWA time weighting factor

For each group of similar meters the WAA was condensed into a single value using the following equation.

$$WAA_{meter\ size,age} = \frac{\sum WAA_{meter}}{Meter\ Quantity_{meter\ size,age}}$$

This is the value representing meter accuracy that was used with the baseline data to determine, in the baseline year, how much water had actually passed through different meter groups. The testing procedure for new meters will be similar and is described in the M&V plan. Tables 4-11 summarizes the weighted average accuracy for each of the (30) test meters provided by the City.

Table 4-11 – WAA % Tested Meters

Meter Description	WAA %
Kent #T 14 5/8 x 3/4	77.91%
Hersey 430 #T 10 5/8 x 3/4	101.80%
Hersey 420 #10 5/8 x 3/4	99.52%
Neptune T-10 #T 15 5/8 x 3/4	100.46%
Hersey 420 #2 5/8 x 3/4	95.73%
Precision #T 6 5/8 x 3/4	94.52%
Erico #T 13 5/8 x 3/4	104.37%
Erico #T 13 5/8 x 3/4	100.03%
Precision #8 5/8 x 3/4	100.08%
Neptune T-10 #1 5/8 x 3/4	98.86%
Precision # T 1 5/8 x 3/4	101.80%
Hersey 430 # T 3 5/8 x 3/4	98.70%
Erico #T 4 5/8 x 3/4	21.40%
Precision # T 5 5/8 x 3/4	103.36%
Hersey 420 # T 11 5/8 x 3/4	99.93%
Precision # T 8 5/8 x 3/4	110.70%
Precision # T 9 5/8 x 3/4	99.61%
Hersey 430 #7	0.00%
Erico #2 5/8 x 3/4	104.78%
Precision #6 5/8 x 3/4	114.23%
Hersey 430 #4 5/8x3/4	98.70%
Hersey 430 #5 5/8 x 3/4	99.22%
Erico #7 5/8 x 3/4	84.84%
Hersey 430 #9 5/8 x 3/4	101.07%
Erico #14 5/8 x 3/4	113.62%
Erico #12 5/8 x 3/4	115.65%
Hersey 420 #15 5/8 x 3/4	99.90%
Erico #3 5/8 x 3/4	100.90%
Hersey 430 #11 5/8 x 3/4	102.14%
Erico #13	78.76%

Savings Analysis Methodology

Excel Spreadsheet Analysis

Lighting:

Microsoft Excel is used to calculate savings for the lighting FIMs. Excel lends itself well to these measures because the facility data (fixture types, counts, locations, etc.) is easily entered line-by-line on a room-by-room basis during the audit and because the calculations are relatively simple. Variables that are typically stipulated constants during the audit (such as lighting operating hours in different space types) are chosen based on experience with similar facilities and adjusted with respect to the utility bills to arrive at reasonable estimates of baseline electricity usage before calculating savings. The lighting savings used a room by room lighting audit which basically audited and accounted for the type of lighting systems currently in use and the proposed retrofit. The analysis quantified the quantity of fixtures and their respective wattages and the proposed retrofit and their quantity and wattages. The material/Fixture wattage is used for calculating the savings for the lighting FIMs. *The room by room fixture analysis is included in the appendix of this report*



Water:

Water Metrics tested each of the sample meters following AWWA meter testing guidelines in regards to the flow rates, volumes, and accuracy, for the size & types of the meters tested. Meters (all 5/8"-3/4" residential units) were installed on an (8) station Ford water meter test bench. Water then flowed from a large holding tank at the designated flow rate for the test, through the meters, and into factory calibrated water meter test tanks. A reading of the actual amount of water that flowed through the meters is taken from the sight gauge of the test tank, and then compared to the readings off the meters on the test bench.

A 10-gal Badger V-1 test tank was used for the low & intermediate flow tests, and a Ford #4 100 gal test tank was used for the high flow tests on each meter. Each of these tanks have a factory calibrated sight tube on the exterior of the tank, which has a factory calibrated scale showing exactly how much water flowed through the meters. It is an analog system, very accurate, and is considered the industry standard for testing 1/2"-2" municipal meters.

This 3rd party independent water meter test lab and the measurement methodology is often used to provide meter verification for regional municipalities when billing disputes arise, or for when their customers are required to verify the accuracy of their deduct meters. Meter verifications/calibrations like this are provided for a large number of private organizations in the region that are required to report their water usage, or discharge, to local/state/federal regulatory agencies.

For the sample meters sent in for testing, failure rates are close to 60% when subjected to AWWA requirements listed below. Please note that local, state, or federal agencies might have different accuracy standards depending on what the meters are being used for. Also, the Public Utility Commission of each state may have different regulations in regards to the accuracy of a meter being

used for billing purposes. For example, the Public Utility Commission of Oregon requires that meters run within +/- 2% accuracy if they are being used for billing purposes.

- AWWA C700 Displacement meter requirements;
 - 98.5%-101.5% accurate for high & intermediate flow tests, and 90%-101% for low flow tests
 - The meters that you sent in that would fall under these guidelines are the Neptune & Hersey meters
- AWWA C708 Multijet meter requirements
 - 98.5%-101.5% accurate for high & intermediate flow tests, and 90%-103% for low flow tests
 - The meters that you sent in that would fall under these guidelines are the Precision & Erico meters

Table 4-5 provides a list of the meter test equipment that was used for testing procedures & methodology

Table 4-5

Index	Meter Description	Size
1	Kent #T 14 5/8 x 3/4	0.75
2	Hersey 430 #T 10 5/8 x 3/4	0.75
3	Hersey 420 #10 5/8 x 3/4	0.75
4	Neptune T-10 #T 15 5/8 x 3/4	0.75
5	Hersey 420 #2 5/8 x 3/4	0.75
6	Precision #T 6 5/8 x 3/4	0.75
7	Erico #T 13 5/8 x 3/4	0.75
8	Erico #T 13 5/8 x 3/4	0.75
9	Precision #8 5/8 x 3/4	0.75
10	Neptune T-10 #1 5/8 x 3/4	0.75
11	Precision # T 1 5/8 x 3/4	0.75
12	Hersey 430 # T 3 5/8 x 3/4	0.75
13	Erico #T 4 5/8 x 3/4	0.75
14	Precision # T 5 5/8 x 3/4	0.75
15	Hersey 420 # T 11 5/8 x 3/4	0.75
16	Precision # T 8 5/8 x 3/4	0.75
17	Precision # T 9 5/8 x 3/4	0.75
18	Hersey 430 #7	0.75
19	Erico #2 5/8 x 3/4	0.75
20	Precision #6 5/8 x 3/4	0.75
21	Hersey 430 #4 5/8x3/4	0.75
22	Hersey 430 #5 5/8 x 3/4	0.75
23	Erico #7 5/8 x 3/4	0.75
24	Hersey 430 #9 5/8 x 3/4	0.75
25	Erico #14 5/8 x 3/4	0.75
26	Erico #12 5/8 x 3/4	0.75
27	Hersey 420 #15 5/8 x 3/4	0.75
28	Erico #3 5/8 x 3/4	0.75
29	Hersey 430 #11 5/8 x 3/4	0.75
30	Erico #13	0.75

MEASUREMENT & VERIFICATION PLAN(S)

Overview of Energy Savings Guarantee

The measurement and verification (M&V) methodology for this project is based on the guidance of the *International Performance Measurement and Verification Protocol* (IPMVP). Any deviations from the defined options of this protocol are indicated where applicable. The terms of the *Energy Savings Guarantee* for this project are based on the State of Washington General Conditions for Performance Contracting. The performance of this particular project is evaluated in terms of recovered revenue associated with units of 100 cubic feet (CCF). Although the units of measure are non-energy, ASG retains the use of standards terms of the DES Energy Program.

As defined in the IPMVP, the savings analysis methodology for this project corresponds to the “normalized savings” method of calculating savings. The baseline usage was calculated using the utility data that was made available and adjusted to “normal” conditions as described in Section 4 of the Energy Services Proposal, (Utility Savings and Verification). During the *Guarantee Term*, actions will be taken to measure and verify *Energy Consumption Savings* as described in the M&V plan(s). Per the IPMVP Normalized Savings method, the *Energy Consumption* during the *Guarantee Period* will be normalized to the same conditions as the baseline energy consumption.

The *Verified Energy Savings* will be calculated as the difference between the normalized utility consumption actually incurred in the *Guarantee Period* and the normalized baseline utility consumption. Savings calculations, energy models, assumptions, algorithms, etc. and the value of savings will not be modified after execution of the construction contract except to include any measurements made by ASG as described in the measurement and verification plan(s) set forth in the Energy Services Proposal.

ASG will provide OWNER with an M&V report after each *Guarantee Period*. The M&V report will reconcile the *Verified Energy Savings* with the *Guaranteed Energy Savings* in accordance with the M&V plan(s) in the Energy Services Proposal. Actual reductions (for this project, increases) in utility bills may vary from the *Verified Energy Savings* for reasons outside of ASG’s control, such as changes in population, behavior changes, OWNER’s deviations from proposed operating parameters, OWNER-initiated changes in loads, weather variability, OWNER’s deviations from recommended maintenance procedures, etc. For the purposes of calculating any shortfalls or excesses of *Verified Energy Savings* versus *Guaranteed Energy Savings*, the Measurement & Verification Plan will be utilized – not the raw utility bills.

ASG guarantees that the sum total, for all FIMs included in the project, of *Verified Energy Savings* realized during each *Guarantee Period* will equal or exceed the projected *Guaranteed Energy Savings* set forth in the Energy Services Proposal.

In the event that the *Verified Energy Savings* are less than the *Guaranteed Energy Savings*, in units of energy or water as stated in the Energy Services Proposal, ASG shall compensate OWNER with the difference between the value of the *Guaranteed Energy Savings* and the *Verified Energy Savings*. The monetary value of the shortfall will be calculated by ASG by using the lesser of the actual utility rates in effect over the *Guarantee Period* or the escalated utility rates set forth in the Energy Services Proposal. Shortfall compensation shall be in one of the following forms; decided at the option of ASG:

1. Provision of additional services
2. Discount of M&V renewal fee
3. Cash payment
4. Repair, replacement, or adjustment of non-performing equipment or systems

Owner Responsibilities during Each Guarantee Period

For the Energy Savings Guarantee to be valid, OWNER shall uphold the following responsibilities:

1. Provide written notification to ASG within thirty days if any OWNER-initiated changes are made to facilities included in this project that may alter energy and water usage. Changes include meter replacements, load additions and load reductions. This enables ASG to advise as to whether the changes will impact the guarantee.
2. Provide access to maintenance logs demonstrating that systems affected by this project have been maintained according to the manufacturer's written instructions. This enables ASG to assess whether equipment and systems' performance has been affected by OWNER maintenance procedures.

If any of the abovementioned responsibilities are not upheld, OWNER agrees to the following:

1. Excess energy and water usage adversely affecting the Energy Savings Guarantee is a cost initiated by OWNER and not by non-performance of work by ASG. ASG shall not be responsible for the increased utility usage or costs.
2. ASG may adjust baseline period or performance period energy or water usage in accordance with the responsibility that was not upheld. ASG, solely, shall recalculate and adjust the *Verified Energy Savings* or *Guaranteed Energy Savings*.
3. ASG may terminate the *Energy Savings Guarantee* for the *Guarantee Period* in which the change occurred, and OWNER shall agree that the *Verified Energy Savings* have been achieved.

FIM-01: Lighting Upgrade

OVERVIEW OF M&V PLAN:

M&V BASIS		DESCRIPTION
<input checked="" type="checkbox"/>	IPMVP / OPTION A	RETROFIT ISOLATION: KEY PARAMETER MEASUREMENT
<input type="checkbox"/>	IPMVP / OPTION B	RETROFIT ISOLATION: ALL PARAMETER MEASUREMENT
<input type="checkbox"/>	IPMVP / OPTION C	WHOLE FACILITY (UTILITY BILL COMPARISON)
<input type="checkbox"/>	IPMVP / OPTION D	CALIBRATED SIMULATION
<input type="checkbox"/>	IPMVP / N/A	OPERATIONAL VERIFICATION
<input type="checkbox"/>	N/A	STIPULATED SAVINGS

The intent of this FIM is to retrofit existing light fixtures with more efficient lamps and ballasts to generate savings through reduced fixture Wattage. The general location of the facility/facilities where this FIM and M&V plan are applicable are noted in the following table and detailed in Section 3 of the Energy Services Proposal (Project Scope of Work):

Applicable Facilities	
Facility	Address
City Hall	7121 East Loop Road
WWTP	Ryan-Allen Rd

GENERAL DESCRIPTION OF M&V PROCESS:

Prior to the retrofit of existing light fixtures, ASG will acquire fixture Wattage data for a sample of the fixtures. After the retrofit of light fixtures, ASG will acquire fixture Wattage data for the same fixtures. The final sample size will be determined by ASG but measurements will be taken from a sampling of luminaries' lamp and ballast combinations that account for approximately 80% of the total lighting load included in the proposed scope of work. Other non-measured variables will be fixed constants. Measured values will be used to update the calculations of *Energy Consumption Savings* for this FIM.

BASELINE M&V ACTIVITIES:

ASG will perform one-time, pre-installation, instantaneous electrical power measurements on a sample of fixtures using a meter capable of true RMS Wattage measurements. Measurements will be performed after allowing fixtures to operate to arrive at their normal operating temperature. The owner, or designated agent, will have the opportunity to witness the baseline M&V activities.

POST-INSTALLATION M&V ACTIVITIES:

ASG will perform one-time, post-installation, instantaneous electrical power measurements on the same fixtures that were sampled to establish baseline values using a meter capable of true RMS Wattage measurements. Measurements will be performed after allowing fixtures to operate to arrive at their normal operating temperature. The owner, or designated agent, will have the opportunity to witness the post-installation M&V activities.

CALCULATION METHODOLOGY:

For each lamp and ballast combination that is sampled, the average of the data will be calculated from the measurement data. The average of the data will be adjusted to reflect the accuracy of the measurement tool as indicated in the manufacturers' product brochure at the measurement conditions. The adjusted values will be used to update the values for fixture Wattage in the savings calculations. The difference between the re-calculated baseline and re-calculated post-retrofit energy consumption, using measured data, will become the *energy consumption savings* for the FIM during guarantee term. Variables in the savings calculations that are non-measured will be fixed constants throughout the *Guarantee Term*.

PERFORMANCE PERIOD M&V ACTIVITIES:

ASG will provide 1 year post installation survey at the facility to ensure the proper operation of the installed equipment

DELIVERABLES:

ASG will provide to the customer 1 year post installation report documenting the values used in the model and a reconciliation of *Energy Consumption Savings* as measured to *Energy Consumption Savings* as set forth in this *Energy Services Proposal*.

FIM-02: Water Meter Replacement and AMR Installation

OVERVIEW OF M&V PLAN:

M&V BASIS		DESCRIPTION
<input checked="" type="checkbox"/>	IPMVP / OPTION A	RETROFIT ISOLATION: KEY PARAMETER MEASUREMENT
<input type="checkbox"/>	IPMVP / OPTION B	RETROFIT ISOLATION: ALL PARAMETER MEASUREMENT
<input type="checkbox"/>	IPMVP / OPTION C	WHOLE FACILITY (UTILITY BILL COMPARISON)
<input type="checkbox"/>	IPMVP / OPTION D	CALIBRATED SIMULATION
<input type="checkbox"/>	IPMVP / N/A	OPERATIONAL VERIFICATION
<input type="checkbox"/>	N/A	STIPULATED SAVINGS

The intent of this FIM is to replace existing water meters with new composite meters with Hot Rod transmitters to recover revenue through improved meter accuracy and to eliminate the meter reading cost. The location of the water meters are listed in the water meter inventory provided by the City’s billing software.

GENERAL DESCRIPTION OF M&V PROCESS:

During the Investment Grade Audit, ASG performed a water meter accuracy testing for a sample of the water meters. After the replacement, ASG will test the meter accuracy for the same accounts tested during the Investment Grade Audit. Measured values will be used to update the calculations of *Energy Consumption Savings* for this FIM. All other non-measured variables will be stipulated.

BASELINE M&V ACTIVITIES:

ASG performed one-time, pre-replacement, instantaneous meter accuracy measurements on a sample of meters. Meter testing consisted of documenting the existing water meter types, age, and accuracy for each meter tested.

RETROFIT M&V ACTIVITIES:

ASG will perform one-time instantaneous water meter accuracy measurements on new meters at the locations that were sampled to establish the baseline. Measurements will be performed prior to the new meters being installed and will be performed at the location provided by the city. The owner, or designated agent, will have the opportunity to witness the post-installation M&V activities. Billed water and sewer CCF will be stipulated.

BASELINE ADJUSTMENTS:

Baseline water and sewer CCF identified in this Energy Services Proposal will be used to calculate the recovered CCF throughout the guarantee period(s).

CALCULATION METHODOLOGY:

The post-retrofit *Energy Consumption Savings* (revenue recovery) will be calculated based on two factors: 1) post-retrofit measured meter accuracy for meter categories identified in Section 2, 2) baseline billed water and sewer CCF. Adjustments will be made based on water and sewer usage at the City of Stevenson.

The measured accuracy will be used to update the values for post-retrofit CCF. The difference between the baseline CCF in the Energy Services Proposal and post-retrofit CCF using measured data, will become the *Energy Consumption Savings* (revenue recovery) for the FIM during guarantee term. To calculate the monetary revenue recovery, higher of the escalated rate identified in this section, or the actual rate during the guarantee period, will be used.

PERFORMANCE PERIOD M&V ACTIVITIES:

There are no ongoing M&V activities required for this FIM. The results of the calculations using data from the one-time M&V activities will be fixed constant throughout the Guarantee Term.

DELIVERABLES:

ASG will provide to the customer a one-time report documenting the type and quantity of meters that were sampled, the results of the measurements, the type and accuracy of the tool used to perform the measurements, and a reconciliation of *Verified Energy Consumption Savings* (revenue recovery) as measured to *Guaranteed Energy Consumption Savings* (revenue recovery) as set forth in this *Energy Services Proposal*.

Annual M&V Fee

ASG proposes to guarantee the energy consumption savings (revenue recovery) resulting from the project for one year due to the cost and disruption of pulling meters for field testing again after construction is complete.

The cost of measurement and verification for the first year is included in the price of the project.

DEFINITIONS

Guarantee Period	The time period which will be used to calculate Verified Energy Savings for the project. For this project the Guarantee Period will be each twelve-month period during the Guarantee Term starting on the date of the Notice of Commencement of Energy Cost Savings.
Energy Consumption Savings	For each form of energy (including other utilities such as water or sewer usage) during Guarantee Periods within the Guarantee Term, the difference between the Baseline Energy Consumption and the Energy Consumption actually incurred in that Guarantee Period as set forth in the Energy Services Proposal. Energy Consumption Savings are calculated in units of consumption (e.g. kWh, kW demand, therms, gallons, etc.) in a Guarantee Period.
Energy Cost Savings	For each form of energy (including other utilities such as water or sewer usage) for each Guarantee Period during the guarantee term, the Energy Consumption Savings times the cost per unit of consumption for the Guarantee Period, as set forth in the Energy Services Proposal.
Guaranteed Energy Savings	The sum total, for all FIMs included in the project, of Energy Consumption Savings as set forth in the Energy Services Proposal.
Verified Energy Savings	The sum total, for all FIMs included in the project, of Energy Consumption Savings in each Guarantee Period.
Guarantee Term	<p>The period of time during which M&V activities will occur and the energy savings will be guaranteed. If the guarantee term is not extended beyond what is proposed in the Energy Services Proposal then the Guaranteed Energy Savings will be stipulated to be those listed as the Guaranteed Energy Savings as set forth in the Energy Services Proposal.</p> <p>The Guarantee Term will commence on the first day of the month following the date and month of substantial completion, verification and ASG acceptance date of all (the last) project(s) to be implemented and will continue through the duration of the M&V Services under contract, subject to earlier termination as provided in the Energy Services Proposal. Guarantee Term is only effective with M&V contract and ASG receipts for same.</p>
O&M Savings	Operations and Maintenance cost savings. These additional stipulated cost savings are achieved as benefits of the project and are not included in the Guaranteed Energy Savings.
Savings Shortfall	The amount by which the Guaranteed Energy Savings exceed the Verified Energy Savings in a Guarantee Period.
Savings Surplus	The amount by which the Verified Energy Savings exceed the Guaranteed Energy Savings in a Guarantee Period.

SECTION 5: CONSTRUCTION PROCESS

Apollo Solutions Group is able to guarantee the cost of this ESPC project by acting as the general contractor to manage the installation and implementation of the FIMs. The project management approach is site-specific for the City of Stevenson and is described in this section of the Energy Services Proposal.



WORKING CONDITIONS AND SITE LOGISTICS

Daily Work Schedules:

ASG plans for all work to be completed during normal business hours, Monday through Friday 7am to 5pm for most construction activities. Work hours outside of this time may be required for special outages associated with the installation of new water meters in some commercial establishments.

Site Logistics:

A detailed site logistics plan will be prepared for each Facility Measure in conjunction with the City of Stevenson staff that will include designated parking areas for ASG and associated subcontractors in the vicinity of the work as well as a site laydown area for site trailers and storage. A detailed phasing plan would be created for the water meter replacement efforts that would allow for detailed coordination with the customers and city staff.

Statutory Apprenticeship Requirements:

Each of the subcontractors working on the project has confirmed that they participate in an apprenticeship program that meets the requirements of the State Prevailing Wage Act per RCW 39.12.021. Workers registered with the WSATC are entitled to the prevailing wage rates for an apprentice of that trade. If the worker is not registered they will be paid the full journey-level wage rate. Additionally, each subcontractor will comply with the requirements of RCW 39.04.320.

CONSTRUCTION SEQUENCING

FIM- 01 Lighting Upgrade

The scope of work is to retrofit interior lighting at the City Hall and the Water Treatment Plant. This work will occur concurrently with the water meter replacements. This work will require approximately 35 working days.

FIM- 02 Water Meter Replacement

The major portion of the water meters within the city will be replaced with new “radio” read equipped meters. Close coordination will be required not only with city personnel but with the individual water customers. Advanced notice will be sent out with the schedule dates for when the meters will be

replaced in each area as well as providing the necessary details on what the customer should expect. The outage for the typical customer should be limited to less than an hour under typical circumstances. This work will require approximately 50 working days.

Project Schedule:

A summary project schedule for completing this work is attached. A detailed project schedule will be prepared in cooperation with the City of Stevenson staff to ensure minimal impacts to their operations. This detailed schedule will be used to track progress of the construction activities during the duration of the project. Table 5-1 provides a simplified timeframe for major project milestones.

Table 5-1

Timeline	
Acceptance of Energy Services Proposal	12/2018
Notice to Proceed to Design-Build	3/2019
Substantial Completion of Construction	8/2019
Commencement of Energy Savings	8/2019

Apollo Solutions Group:

ASG will provide all required engineering, design review, construction management, on-site supervision, commissioning, and training of facility personnel on new equipment.

Warranty:

Work performed as part of this Energy Services Proposal will be provided with a one-year parts and labor warranty starting on the date of beneficial use of the equipment installed.

SECTION 6: PROJECT FINANCIALS

Apollo Solutions Group has developed, by way of the IGA, the Guaranteed Maximum Construction Cost and Guaranteed Energy Cost Savings for implementing the FIMs described in this Energy Services Proposal. The project cost and project fulfillment of the cost effectiveness criteria is described in this section of the Energy Services Proposal.

PROJECT COST

As an ESPC project developed through the State of Washington Department of Enterprise (DES) Services process, the cost to the City of Stevenson is presented as a Guaranteed Maximum Construction Cost and as a Total Project Cost. ASG has presented the breakdown of project costs in Table 6-1 according to the State of Washington DES's open book pricing format.

Guaranteed Maximum Construction Cost:

The Guaranteed Maximum Construction Cost (GMAX) includes the Investment Grade Audit Fee, professional design fees, construction management fees, contingency on the construction cost, and construction material and labor costs – including payment and performance bond.

Total Project Cost:

The Total Project Cost includes the sales tax on all components plus miscellaneous fees (EG: State of Washington Department of Enterprise Services project management fee), as applicable. These additional costs are not guaranteed by ASG but are included in the Total Project Cost to establish overall project cost effectiveness.

Table 6-1

OPEN BOOK PROJECT COST SUMMARY		TOTAL
City of Stevenson		
CONSTRUCTION COSTS		
Direct Subcontracted Costs		\$346,304
ASG On-Site Services (Supervision, etc.)		\$27,387
Misc. Direct Costs		\$0
SUB-TOTAL CONSTRUCTION COSTS		\$373,691
Performance Bond	1.44%	\$5,381
TOTAL DIRECT CONSTRUCTION COSTS		\$379,072
ESCO FEES		
Audit Fee		\$49,394
Year 1 Measurement & Verification		\$146
Engineering During Construction	10.0%	\$34,630
Project Management	6.0%	\$20,778
Overhead	10.0%	\$34,630
Profit	8.0%	\$27,704
TOTAL ESCO FEES		\$167,284
OTHER COSTS		
Project Contingency	5.0%	\$18,685
Construction Interest		\$0
ASG Year 2 M&V		\$0
ASG Year 3 M&V		\$0
TOTAL OTHER COSTS		\$18,685
TOTAL GUARANTEED CONSTRUCTION & ESCO COSTS		\$565,040
NON-GUARANTEED COSTS		
Misc. Costs:		\$0
Tax - Construction	7.7%	\$29,189
Tax - Professional Services	7.7%	\$12,881
WASHINGTON DES PROJECT MGMT FEE		\$35,000
TOTAL NON-GUARANTEED COSTS		\$77,069
TOTAL MAXIMUM PROJECT COST		\$642,110

Financials

City of Stevenson Source of Funds

The proposed improvements will be funded by third party financing, ASG will receive the notice to proceed to design within two weeks of the Energy Services Proposal being accepted by the City of Stevenson and Department of Enterprise Services. Thereafter, construction will proceed and ASG will invoice the City of Stevenson for its costs according to the master services agreement.

Utility Rebates & Grant

The City of Stevenson elected not to compete for Washington Commerce Energy Grant for the December 31st, 2018 deadline as awards within this program are competitive given the limited funds.

The utility incentives are not available for the selected project and are not included in the financials of this project

ESCO COMPENSATION

ASG shall be compensated via monthly progress billings paid in accordance with the terms outlined in the State of Washington's Master Energy Services Agreement. The first payment shall include the cost of the ASG audit fee as outlined in the IGA agreement with DES.

EQUIPMENT TITLE

After installation and payment, the City of Stevenson will have ownership of all installed equipment.

FIM SUMMARY

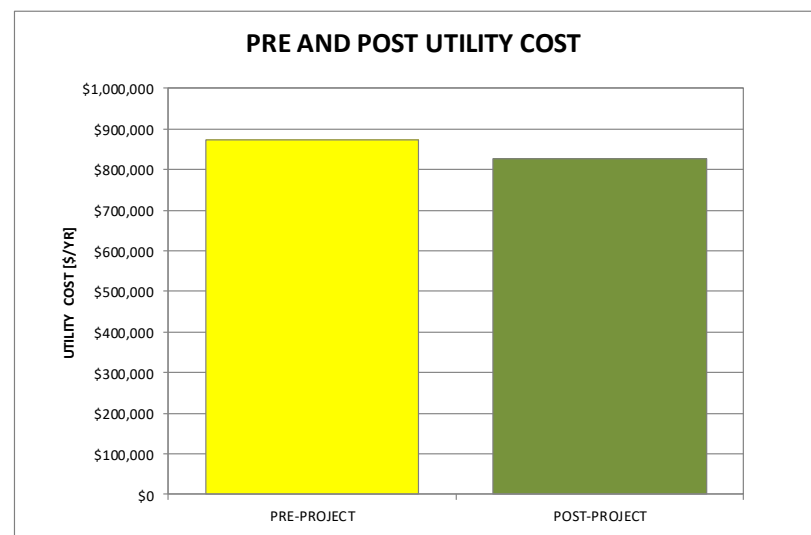
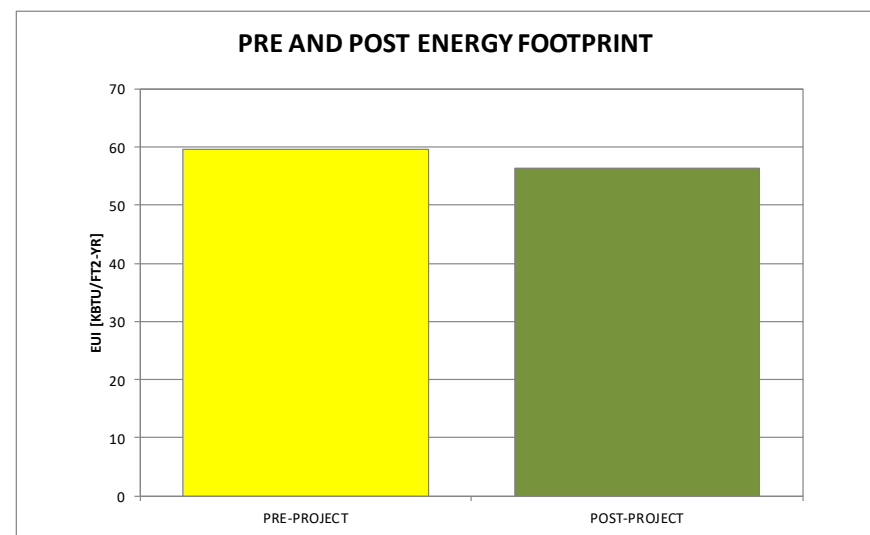


City of Stevenson



ROW	FIM ID	FIM DESCRIPTION	PROJECT PRICE	UTILITY INCENTIVES [\$]	TOTAL ANNUAL COST SAVINGS	SIMPLE PAYBACK BEFORE INCENTIVES	SIMPLE PAYBACK AFTER INCENTIVES	ANNUAL ELECTRICITY SAVINGS [KWH/YR]	ANNUAL FUEL SAVINGS [THERMS/YR]	ANNUAL WATER SAVINGS [CF/YR]	INSTALL UTILITY COST SAVINGS [\$/YR]	GUARANTEED ANNUAL UTILITY COST SAVINGS [\$/YR]	INSTALL O&M SAVINGS [\$/YR]	ANNUAL O&M SAVINGS [\$/YR]	ELIMINATED CO2 [TONS/YR]	ELIMINATED CO2 [CARS/YR]
1	1	Lighting	\$18,108	\$0	\$1,038	17.4	17.4	8,864	0	0	\$0	\$1,038	\$0	\$0	6	1
2	3	Kamstrup AMR +	\$539,607	\$0	\$72,714	11.7	7.4	0	0	292,760	\$0	\$45,934	\$0	\$26,780	0	0
		ASG AUDIT FEE:	\$557,716	\$0	\$73,752	7.6	7.6	8,864	0	292,760	\$0	\$46,972	\$0	\$26,780	6	1
		WASHINGTON DES FEE:	\$49,394													
		MISC. ON-SITE COSTS:	\$35,000													
		OTHER FEES:	\$0													
TOTAL PROJECT PRICE:			\$642,110													
ASG YEAR 2 M&V FEE			\$0													
Tax			\$0													
ASG YEAR 3 M&V FEE			\$0													
Tax			\$0													
TOTAL COST FOR YEARS 2 and 3 M&V			\$0													
GRAND TOTAL PROJECT COST INCLUDING 3 YEARS M&V			\$642,110													
												Energy Saved	8,864 kWh	Energy Saved	\$0	
													0 Therms		\$0	
												Out of Pocket for the client =		\$642,110		
												Simple Payback (Out of Pocket / (Energy and O&M Savings)) =		8.7		

UTILITY SAVINGS SUMMARY FOR ALL FACILITIES INCLUDED IN THE PROJECT						
	FLOOR AREA [FT2]	ELECTRICITY USAGE [KWH/YR]	FUEL USAGE [THERMS/YR]	WATER USAGE [KGAL/YR]	UTILITY COST [\$/YR]	EUI [KBTU/FT2-YR]
PRE-PROJECT	9,500	165,720	0	10,160,008	\$874,675	59.5
POST-PROJECT	9,500	156,856	0	9,867,248	\$827,703	56.4
PERCENT SAVINGS		5.3%	#DIV/0!	2.9%	5.4%	5.3%



20-YEAR CASH FLOW



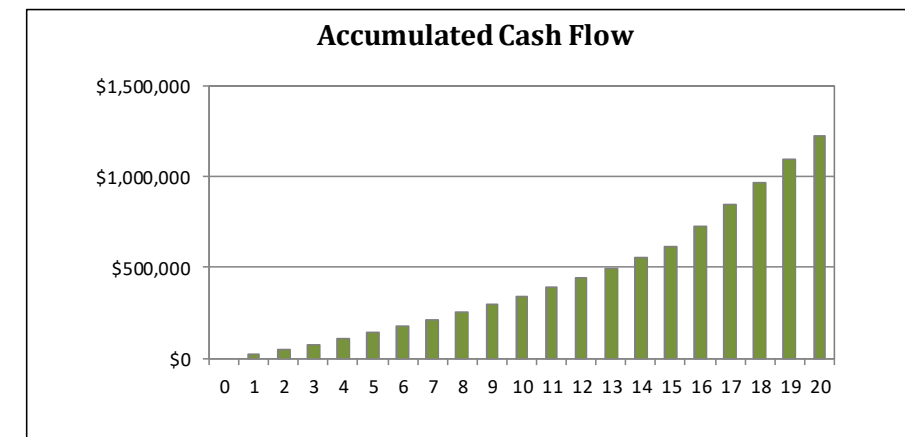
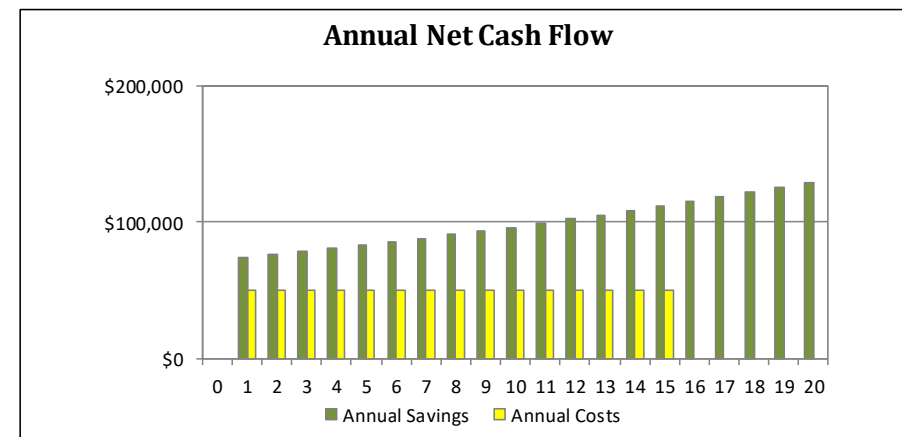
PROJECT PRO FORMA CASH FLOW

City of Stevenson
GMAX



A	B	C	D	E	F=B+C+D+E	G	H	I=G+H	J=F-I	K
PROJECT YEAR	UTILITY SAVINGS	O&M SAVINGS	INCENTIVES	AVOIDED CAPITAL	ANNUAL BENEFITS	ANNUAL PAYMENT	PERFORMANCE ASSURANCE	ANNUAL COSTS	ANNUAL CASH FLOW	ACCUMULATED CASH FLOW
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$46,972	\$26,780	\$0	\$0	\$73,752	\$50,441	\$0	\$50,441	\$23,311	\$23,311
2	\$48,381	\$27,583	\$0	\$0	\$75,965	\$50,441	\$0	\$50,441	\$25,524	\$48,835
3	\$49,833	\$28,411	\$0	\$0	\$78,244	\$50,441	\$0	\$50,441	\$27,803	\$76,637
4	\$51,328	\$29,263	\$0	\$0	\$80,591	\$50,441	\$0	\$50,441	\$30,150	\$106,787
5	\$52,867	\$30,141	\$0	\$0	\$83,009	\$50,441	\$0	\$50,441	\$32,568	\$139,355
6	\$54,454	\$31,045	\$0	\$0	\$85,499	\$50,441	\$0	\$50,441	\$35,058	\$174,412
7	\$56,087	\$31,977	\$0	\$0	\$88,064	\$50,441	\$0	\$50,441	\$37,623	\$212,035
8	\$57,770	\$32,936	\$0	\$0	\$90,706	\$50,441	\$0	\$50,441	\$40,265	\$252,300
9	\$59,503	\$33,924	\$0	\$0	\$93,427	\$50,441	\$0	\$50,441	\$42,986	\$295,286
10	\$61,288	\$34,942	\$0	\$0	\$96,230	\$50,441	\$0	\$50,441	\$45,789	\$341,075
11	\$63,127	\$35,990	\$0	\$0	\$99,117	\$50,441	\$0	\$50,441	\$48,676	\$389,750
12	\$65,020	\$37,070	\$0	\$0	\$102,090	\$50,441	\$0	\$50,441	\$51,649	\$441,399
13	\$66,971	\$38,182	\$0	\$0	\$105,153	\$50,441	\$0	\$50,441	\$54,712	\$496,111
14	\$68,980	\$39,327	\$0	\$0	\$108,307	\$50,441	\$0	\$50,441	\$57,866	\$553,977
15	\$71,049	\$40,507	\$0	\$0	\$111,557	\$50,441	\$0	\$50,441	\$61,116	\$615,093
16	\$73,181	\$41,722	\$0	\$0	\$114,903	\$0	\$0	\$0	\$114,903	\$729,996
17	\$75,376	\$42,974	\$0	\$0	\$118,350	\$0	\$0	\$0	\$118,350	\$848,347
18	\$77,638	\$44,263	\$0	\$0	\$121,901	\$0	\$0	\$0	\$121,901	\$970,248
19	\$79,967	\$45,591	\$0	\$0	\$125,558	\$0	\$0	\$0	\$125,558	\$1,095,806
20	\$82,366	\$46,959	\$0	\$0	\$129,325	\$0	\$0	\$0	\$129,325	\$1,225,130
Total	\$1,262,157	\$719,589	\$0	\$0	\$1,981,746	\$756,615	\$0	\$756,615	\$1,225,130	

FINANCIAL PERFORMANCE METRICS	
PROJECT LIFE:	15 YEARS
PROJECT PRICE:	\$642,110
WEIGHTED EQPMT LIFE:	20.00
FINANCED CAPITAL:	\$642,110
FINANCE TERM:	15 YEARS
GUARANTEE TERM:	1 YEARS
CAPITAL CONTRIBUTION:	\$0
GRANT AWARDS:	\$0





A/P Check Register

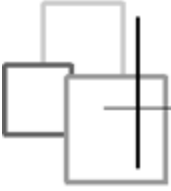
Fiscal : 2018
 Period : 2018 - Dec
 Council Date : 2018 - Dec - Dec 2018
 Bank Account: General Checking Umpqua
 System Types : Financials Check Numbers : All

Number	Vendor Name	Account Description	Amount
12992	Clark & Lewie's	Stevenson Waterfront Music Festival	\$2,000.00
13026	A&J Select	Hosting of Meetings/Events	\$18.31
13027	Aramark Uniform Services	Household Supplies/Repairs	\$135.69
		Repairs/Supplies Contracted	\$200.88
		Check Total:	\$336.57
13028	Avista Utilities	Electricity	\$369.72
		Fire Hall Heat And Lights	\$260.31
		Heat & Lights	\$150.85
		Check Total:	\$780.88
13029	BSK AddyLab,LLC	Testing	\$255.00
		WW Sampling Professional Services	\$240.00
		Check Total:	\$495.00
13030	Carson Hardware	Operating Supplies	\$14.54
		Repairs/Supplies Contracted	\$538.50
		Check Total:	\$553.04
13031	Cascade Columbia Distribution Company	Chemicals Plant	\$1,257.82
13032	CenturyLink	Central Services Telephone	\$192.43
		Fire Telephone	\$106.39
		Sewer Telephone	\$105.18
		Check Total:	\$404.00
13033	Centurylink Comm Inc	Central Services Telephone	\$43.06
		Sewer Telephone	\$3.03
		Check Total:	\$46.09
13034	CH2MHILL OMI	Operations Contract (OMI)	\$10,829.17
13035	Chevron & Texaco Card Service	Fire Truck Fuel	\$99.98
		Gas and Oil	\$1,557.02
		Check Total:	\$1,657.00
13036	Cities Insurance Association, Inc.	Clerk Bond Premiums	\$3,646.77
		Fire Truck Insurance	\$3,001.93
		Insurance	\$50,366.73
		Insurance - Liability	\$12,700.86
		Sewer Insurance	\$10,737.92
		Check Total:	\$80,454.21
13037	City of Stevenson	City Hall Water/Sewer	\$69.31
13038	Columbia Gorge Interpretive Center	CRGIC Consultant Services	\$10,247.50
13039	Columbia Hardware, Inc.	Fire Supplies	\$51.12
		Fire Supplies FD II	\$51.12
		Operating Supplies	\$275.98
		Parks Supplies	\$371.86
		Promotion Supplies	\$404.68
		Repairs/Supplies Contracted	\$99.96
		Supplies	\$61.98
		Check Total:	\$1,316.70
13040	Columbia River Disposal	Litter Clean-Up	\$196.09
13041	Consolidated Supply Co.	Operating Supplies	\$247.45

Number	Vendor Name	Account Description	Amount
13042	Department of Ecology Cashiering Section	Dues & Membership/filing Fees	\$140.00
13043	Department of Health	Dues & Membership/Filing Fees	\$174.00
		Op. Permit(DOH)/Other Fees	\$1,836.00
		Check Total:	\$2,010.00
13044	Discover Your Northwest	Discover Your Northwest	\$3,443.00
13045	Drain-Pro Inc	Storm Drain Maint - Contrlabor	\$546.58
13046	Fisher's RPM Electric Motors Inc	Repair (Contract Serv) T&D	\$887.75
13047	GN Northern Inc	Consulting Engineering	\$6,800.00
13048	Gorge Networks	Water Telephone	\$94.95
13049	Grainger	Operating Supplies	\$176.90
		Small Tools/Minor Equipment	\$25.79
		Check Total:	\$202.69
13050	Gregory S Cheney PLLC	Indigent Defense	\$345.00
13051	Hach Company, Inc	Operating Supplies	\$50.45
13052	Juan A Randall	Training - Streets	\$70.00
13053	Klein & Associates, Inc.	Repair (Contract Serv) T&D	\$1,163.75
13054	Lance D. Fitzjarrald	Indigent Defense	\$675.00
13055	Les Schwab Tire Center	Repairs/Supplies Contracted	\$136.91
		Tires	\$1,098.10
		Check Total:	\$1,235.01
13056	Mackenzie	Consulting Engineering	\$25,281.30
13057	Mark Tittle	Medical Physicals-Required	\$102.00
13058	Mary Corey	Travel Financial/Records	\$223.48
13060	Melissa Elliott Landscape & Construction	Parks - Contracted	\$654.28
13061	Municipal Code Corp	Legislative Publishing	\$225.00
		Ordinance Codification	\$550.00
		Check Total:	\$775.00
13062	NAPA Auto Parts	Repairs/Supplies Contracted	\$129.38
13063	North Shore Medical Group	Medical Physicals-Required	\$134.00
13064	Northern Safety Co., Inc.	Repairs/Supplies Contracted	\$272.92
13065	Northwest Recreation	Parks Supplies	\$3,094.00
13066	Office of State Treasurer - Cash Mgmt Division	Agency Disbursement - Court	\$211.00
		Agency Remittances - State Bldg Code	\$38.00
		Check Total:	\$249.00
13067	One Call Concepts, Inc.	Dues & Membership/Filing Fees	\$13.91
13068	PacWest Machinery, Inc.	Repairs/Supplies Contracted	\$548.70
13069	Petty Cash	Costs to Dispose of Cap Assets	\$31.00
		Household Supplies/Repairs	\$44.00
		Miscellaneous - Postage	\$4.05
		Office Supplies & Postage	\$80.05
		Office Supplies and Postage	\$80.06
		Repairs/Supplies Contracted	\$31.00
		Travel	\$2.00
		Check Total:	\$272.16
13070	Port of Skamania County	Leavens Point Beach	\$23,358.17
		Waterfront Wayfinding Signage (Port)	\$29,582.00
		Check Total:	\$52,940.17
13071	PUD No 1 of Skamania County	Electricity	\$1,450.11
		Heat & Lights	\$67.67
		Check Total:	\$1,517.78
13072	QCL, Inc.	Medical Physicals-Required	\$154.50
13073	Quill Corporation	Hosting of Meetings/Events	\$3.61
		Household Supplies/Repairs	\$4.06

Number	Vendor Name	Account Description	Amount
		Office Supplies	\$85.05
		Check Total:	\$92.72
13074	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$899.44
13075	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$45.11
13076	Sea-Western Inc	Fire Supplies	\$31.16
		Fire Supplies FD II	\$31.16
		Check Total:	\$62.32
13077	Six Robblees' Inc.	Repairs/Supplies Contracted	\$356.85
13078	Skamania County Chamber of Commerce	Consultant Services, Chamber	\$7,500.00
		SBA Consultant Services	\$15,487.74
		Check Total:	\$22,987.74
13079	Skamania County Community Events & Recreation	County - Bluegrass Festival	\$9,000.00
		County - Fair & Timber Carnival	\$6,000.00
		Check Total:	\$15,000.00
13080	Skamania County District II Fire	Fire Department Training	\$225.00
		Fire Training FD II	\$225.00
		Check Total:	\$450.00
13081	Skamania County Economic Development	EDC Assessment	\$4,972.50
13082	Skamania County Pioneer	Legislative Publishing	\$287.06
		Planning Publication	\$93.60
		Check Total:	\$380.66
13083	Skamania County Prosecutor	Prosecuting Attorney County Contract	\$1,333.00
13084	Skamania County Sheriff	Jail Services	\$205.00
13085	Skamania County Treasurer	Agency Disbursement - Court	\$3.87
		Municipal Court Contract	\$1,667.00
		Police Services	\$13,613.00
		Substance Abuse/Liquor Excise	\$18.82
		Check Total:	\$15,302.69
13086	Staples -Dept 11-05417944	Office Supplies	\$22.50
13087	Stevenson Downtown Association	Main St Program Coordinator (SBA)	\$416.67
13088	Stevenson Farmers Market	Stevenson Farmers Market	\$2,000.00
13089	Stevenson-Carson School District	Community Pool Support	\$1,666.67
13090	Tribeca Transport LLC	Solids Hauling & Disposal	\$5,683.59
13091	Tyson Schupbach	Medical Physicals-Required	\$102.00
13092	US Bank	Dues & Membership/Filing Fees	\$126.00
		Equipment Purchase	\$404.29
		Fire Supplies	\$79.43
		Fire Supplies FD II	\$79.42
		Legislative Publishing	\$375.00
		Office Supplies	\$22.49
		Operating Supplies	(\$75.10)
		Repairs/Supplies Contracted	\$316.58
		Website - General Fund	\$20.00
		Check Total:	\$1,348.11
13093	US Bank Safekeeping	Fiduciary Fees/VISA	\$30.00
13094	Verizon Wireless	Building Department Telephone	\$56.21
		Sewer Telephone	\$15.64
		Water Telephone	\$15.64
		Check Total:	\$87.49
13095	Wallis Engineering, PLLC	Russell Ave - Engineering	\$43,939.58
13096	Waste Connections Vancouver District 2010	Office Supplies	\$4.86

Number	Vendor Name	Account Description	Amount
13097	Wave Broadband	Central Services Telephone	\$75.00
13098	WGAP Washington Gorge Action Program	Food Bank Support	\$2,000.00
13099	Woodrich, Kenneth B PC	Advisory Board Services	\$1,338.00
13100	McCoy-Holliston Ins., Inc	Clerk Bond Premiums	\$175.44
		Fire Truck Insurance	\$144.42
		Insurance	\$2,575.24
		Insurance - Liability	\$611.02
		Sewer Insurance	\$516.59
		Check Total:	\$4,022.71
121806ACH	InvoiceCloud	EBPP Fees General Fund	\$4.44
		EBPP Fees Sewer	\$128.75
		EBPP Fees Water	\$128.76
		Check Total:	\$261.95
121807ACH	USDA Rural Development	Sewer Outfall - USDA RDA Interest	\$5,637.83
		Sewer Outfall - USDA RDA Principal	\$10,697.17
		Check Total:	\$16,335.00
121808ACH	Department of Revenue	Sewer Taxes	\$1,346.79
		Supplies	\$25.87
		Water Taxes	\$3,157.64
		Check Total:	\$4,530.30
Grand Total			\$360,888.36
Total Accounts Payable for Checks #12992 Through #121808ACH			



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2018 - Dec - Dec 2018
System Types: Cash Management, Financials, Resources, Utility Billing

Fund Number	Description	Amount
001	General Fund	\$57,388.26
100	Street Fund	\$7,723.46
103	Tourism Promo & Develop Fund	\$109,439.76
303	Joint Emergency Facilities Fund	\$32,081.30
309	Russell Ave	\$43,939.58
400	Water/Sewer Fund	\$76,139.25
500	Equipment Service Fund	\$34,176.75
	Count: 7	\$360,888.36