

AGENDA
CITY OF STEVENSON COUNCIL MEETING
June 18, 2025
6:00 PM, City Hall and Remote

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

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

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

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

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

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

a) Minutes of 5/15/2025.

MOTION: To approve consent agenda item a.

5. SHERIFF'S OFFICE REPORT:

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

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Stevenson Downtown Association** - Kelly O'Malley-McKee, Executive Director of the Stevenson Downtown Association will share information about the benefits they've provided to the community over the past year.

7. COUNCIL BUSINESS:

- a) **Ordinance 2025-1227 Authorizing USDA Bond Issuance** - Public Works Director Cody Rosander requests approval of Ordinance 2025-1227 to issue a bond to pay costs of improvements to the City's water and sewer system.
- b) **Capital and Transportation Improvement Program Update** - Community Development Director Ben Shumaker presents the Capital and Transportation Improvement Program Update for public comment and council approval.

8. INFORMATION ITEMS:

- a) **Contracts Awarded Administratively** - The report on contracts, purchases, and change orders over \$10,000 approved administratively over the past month is attached.
- b) **Chamber of Commerce Report** - The report presented describes some of the activities conducted by Skamania County Chamber of Commerce in the prior month.
- c) **Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review.
- d) **Housing Programs Report** - The report for the prior month on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.
- e) **Planning Commission Minutes** - Minutes are attached from the Planning Commission meeting for the prior month.

9. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) *Ray Broughton, Fire Chief
- b) Ben Shumaker, Community Development Director
- c) Cody Rosander, Public Works Director
- d) Wesley Wootten, City Administrator

10. VOUCHER APPROVAL: Vouchers will be presented prior to the meeting for council review.

11. MAYOR AND COUNCIL REPORTS:

12. 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.]*

13. ADDITIONAL PUBLIC COMMENT: *[This is an opportunity for members of the audience to address the Council for items discussed at the meeting.]*

14. ADJOURNMENT - Mayor will adjourn the meeting.

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DRAFT MINUTES
CITY OF STEVENSON COUNCIL MEETING
May 15, 2025
6:00 PM, City Hall and Remote

Attending:

Elected Officials: **Mayor Scott Anderson; Councilmembers Pat Rice, Dave Cox, Michael Johnson, Chuck Oldfield. Councilmember Lucy Lauser** attended remotely.

Staff: **City Administrator Wesley Wootten; Community Development Director Ben Schumaker, Tiffany Andersen, Public Works and Planning Department Assistant; Carolyn Sourek, Stevenson Public Works Director; Cody Rosander, Public Works Director**

Guests: Skamania County Undersheriff Tracy Wyckoff; Planning Commission Chair Jeff Breckel.

Public attendees: Bob Wertheimer; Dana Hendricks, Janet Campbell, Sean Hietpas, Kathleen Fitzgerald.

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

2. PUBLIC COMMENTS:

Mayor Anderson advised there would be a two-minute limit on individual public comments.

a) Guest Speaker - Kelly McKee, Executive Director - Stevenson Downtown Association. (See item 3, Changes To The Agenda.)

b) *Public Comment -

- Bob Wertheimer spoke about the penalty portion of the proposed sewer/septic ordinance regarding sewer rates, and different responses he received from city staff about hooking up to a sewer line when his property has a functioning septic system.
- Sean Hieptas (unable to hear last name) commented about City Council members not living in the city, and Councilmembers not standing during the pledge of allegiance.
- Dana Hendricks expressed concern about non-resident vacation rentals in downtown Stevenson. She requested the City Council consider a moratorium on new applications for vacation home rentals until the current ordinance is reviewed.
- Janet Campbell spoke on the number of houses for sale in Stevenson and shared similar concerns regarding vacation home rentals.
- Kathleen Fitzgerald commented on the penalties imposed in the proposed septic/sewer ordinance

Written comments attached to meeting packet.

- Brown - Apr. 18, 2025
- Mendoza - April 22, 2025

3. CHANGES TO THE AGENDA:

Kelly McKee, Executive Director - Stevenson Downtown Association was scheduled in error. They will speak at the June meeting.

4. CONSENT AGENDA: The following items are presented for Council approval. Prior to the vote **Councilmember Lauser** verified Proclamation 2025-03 (item d) was for Skamania Pride.

- a) Approve Resolution 2025-452 Banking Authorization - **Mayor Scott Anderson** presented Resolution 2025-452 updating the banking authorization by adding **Clerk/Treasurer Wesley Wootten** and removing former Deputy Clerk/Treasurer Anders Sorestad.
- b) Move June Meeting Date - Due to the June 2025 City Council meeting falling on a federal holiday (Juneteenth, June 19, 2025), City Council will move the meeting date to Wednesday, June 18th.
- c) Approve Proclamation Recognizing Public Works Week 2025 - **Mayor Scott Anderson** presented Proclamation 2025-02 recognizing May 18th - 24th, 2025 as Public Works Week for council consideration. Staff will have celebratory events throughout the week and Facebook posts recognizing our hardworking crew.
- d) Approve Proclamation Recognizing National Pride Month 2025 - **Mayor Scott Anderson** presented Proclamation 2025-03 recognizing the month of June as National Pride Month.
- e) Minutes of April 3, 2025 and April 17th City Council meetings.

6:16

MOTION to approve the modified consent agenda items a-e was made by **Councilmember Oldfield**, seconded by **Councilmember Lauser**.

Voting aye: **Councilmember Rice, Lauser, Johnson, Cox, Oldfield**.

6:17

5. SHERIFF'S OFFICE REPORT:

- a) Sheriff's Report - The Skamania County Sheriff's report for activity within Stevenson city limits for the prior month was presented for council review by Undersheriff Tracy Wyckoff. Following a question from **Councilmember Cox**, Undersheriff Wyckoff stated he would request additional information regarding the outcome of traffic stops.

6. PUBLIC HEARINGS:

a) Sewer Ordinance-

- Staff Presentation

Community Development Director Ben Shumaker presented updates to the draft sewer ordinance as discussed at the City Council meeting of April 2025. He provided information on the changes from the current to the proposed ordinance. Longer connection timelines and incentives, options for waiving or reducing system development charges, the appeal process, a definition of development, exclusions for temporary usage or structures on wheels, and adjustments to the penalty fees were among items discussed.

6:23

Mayor Anderson opened the public hearing, noting it was out of order.

- Comments In Favor

Rick Jessell spoke in support. He suggested striking section F, stating it was never a consideration of the sewer committee and was largely unworkable.

- Comments Opposed

None received

- Neutral Comments

None received

6:34

Mayor Anderson closed the public hearing.

-Council Deliberation

Following the staff report, Councilmembers engaged in a detailed discussion on the proposed ordinance. It was determined more questions needed to be answered before final passage. How the ordinance would lower sewer rates, the number of properties with septic systems along an existing sewer main, and how to address developments were among the questions considered.

Councilmember Oldfield spoke about the need for all property owners to support programs and infrastructure that benefit the community as a whole. **Councilmember Cox** suggested passing a bond to ensure property owners pay a fair and equitable amount for services. A workshop/special meeting will be arranged prior to the June 2025 Council meeting to work out the issues raised. Councilmembers will submit their suggestions to the administrative staff.

b) Capital and Transportation Improvement Program Update - City Administrator Wesley

Wootten presented the Capital and Transportation Improvement Program Update for public comment and council discussion. The attached report is from 2024. An updated list will be provided for the June meeting. This is the first of two scheduled Public Hearings.

7:41

Mayor Anderson opened the public hearing at 7:41 p.m.

- Staff Presentation

City Administrator Wesley Wootten provided information on the priority list. He requested **Carolyn Sourek, Public Works Director** and **Cody Rosander, Public Works Supervisor** provide details on the projects completed and those pending. **Community Development Director Ben Shumaker** advised the council that this hearing is intended to be a review of future projects and no decisions are expected. Identification of projects allows draft budgets to be created. The Transportation Improvement Plan is required to be adopted annually. The Capital Improvement Plan includes all systems, with the TIP a subset.

Mayor Anderson closed the public hearing at 7:45 p.m.

- Comments In Favor

None received.

- Comments Opposed

None received.

- Neutral Comments

None received.

-Council Deliberation

Sourek explained most of the projects are determined via the water, sewer, and asset management plans. Community input on desired projects is also a consideration. **Councilmember Rice** suggested fully funded projects only be on the list and requested the Columbia Avenue realignment be removed.

It was noted the list helps staff determine a projects costs and scope in order to research funding sources. Projects do not go into the budget until funding is secured. Prior to the next meeting Councilmembers were asked to submit their suggestions on projects to be removed or added to the list.

7. COUNCIL BUSINESS:

8:01

a) Ordinance 2025-1227 Authorizing USDA Bond Issuance - **City Administrator Wesley Wootten** requested approval of Ordinance 2025-1227 to issue a bond to pay costs of improvements to the City's water and sewer system.

8:03

Cody Rosander provided additional information on the process. He introduced Marc Greenough with Foster-Garvey to explain how the bonding works. The ordinance authorizes the city to borrow money from the USDA to pay off the construction portion of the sewer projects currently financed through Cashmere Valley Bank. The city then pays the USDA back through net revenue received from water and sewer rates. Interest rates with USDA are approximately 1 to 2%, and there is a long repayment schedule. The ordinance will be formalized for passage at the June 2025 City Council meeting.

8:10

b) Approve Resolution 2025-453 Updated Fee Schedule - **City Administrator Wesley Wootten** presented for approval Resolution 2025-453 to update the comprehensive Fee Schedule. The changes reflect a simple adjustment to align fees for building permits and Fire Marshal services with the fees charged by Skamania County.

MOTION to approve Resolution 2025-453 Updated Fee Schedule was made by **Councilmember Oldfield**, seconded by **Councilmember Lauser**.

Voting aye: **Councilmembers Johnson, Lauser, Cox, Oldfield, Price**.

8. INFORMATION ITEMS:

a) Contracts Awarded Administratively - The report on contracts, purchases, and change orders over \$10,000 approved administratively over the past month was attached.

b) Chamber of Commerce Report - The report presented described some of the activities conducted by Skamania County Chamber of Commerce in the prior month.

c) Financial Report - The Treasurer's Report and year-to-date revenues and expenses through the prior month were presented for council review.

d) Housing Programs Report - The report for the prior month on housing services provided by Washington Gorge Action Programs in Skamania County was enclosed for council information.

e) Planning Commission Minutes - Minutes from the Stevenson Planning Commission meeting for April 2025 were attached.

8:12

9. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Ben Shumaker, Community Development Director

- i. The current vacation home licensing process is under review with the Planning Commission. A public engagement strategy being initiated, with a workshop planned for public input. From there a focus group will consider recommendations.
- ii. The Planning Commission is preparing to explore an annexation policy once final adoption of the sewer ordinance has taken place.
- iii. Development review: Permits are coming for Chinedere phase 2/3. He is not seeing much pre-application talk. Rock Cove Hospitality is moving forward. A plat alteration request went before the Planning Commission to review, followed by a recommendation to the city

council. Shumaker advised Councilmembers to refrain from discussing the Rock Cove project. No ex-parte communications should take place.

- iv. The Capital Facilities Plan will have updated detail sheets on projects for Council review.

b) Carolyn Sourek, Public Works Director and Cody Rosander, Public Works Supervisor

- i. A hit and run recently damaged a fire hydrant by Ace Hardware. New cameras helped identify the driver.
- ii. Cascade Street water and sewer improvements have gone out to bid, with some local contractor interest.
- iii. Waste Water Pump Station project is coming to an end.
- iv. Department of Ecology visited in April for an inspection and review of infrastructure. Will get a new WWTP permit issued. Additional annual testing requirements and temperature monitoring of discharge water are now required.
- v. The 30% plan for Lasher Street has been received. Meeting with engineer to review.
- vi. First Street project-from May 19th-23rd First Street will be closed to replace a concrete panel.
- vii. Transportation Improvement Board will meet again in Stevenson.
- viii. Met with Skamania County re paving for Railroad/Seymour/Ash Alley. Funds secured.
- ix. Tree planting is taking place.
- x. Wayfinding signs, just a couple left to put up.
- xi. Spruce Up Stevenson was successful. Focus was Walnut Park- bark dust, weeding.
- xii. Utility maintenance position had over 30 applicants.
- xiii. Partnered with Skamania County for flagger training with an on-site trainer.
- xiv. Carson Whitney and John Schultz have passed their WWTP 1.
- xv. Stevenson FD Chief has a student intern painting hydrants to align with fire code standards.
- xvi. Engineering standards being reviewed, reducing to single pages where possible. Input from local contractors is requested.
- xvii. Public Works week is coming up. Promoting People, Purpose, and Presence.
- xviii. Public Works will be providing barriers for upcoming events.
- xix. Devin Grooms has resigned his position with the City of Stevenson.

c) Wesley Wootten, City Administrator

- i. Appreciates the welcome he has received.
- ii. He has been meeting with local stakeholders, including the Planning Commission, the Port, Chamber, Downtown Association, etc.
- iii. Mediation with Stellar J has been rescheduled to June 2025
- iv. The Transportation Benefit District sales and use tax goes into effect in June 2025. Businesses are being notified so they can adjust their tax collection programs.
- v. Posted job openings for utilities maintenance and WWTP operator. He is exploring changing the Clerk-Treasurer position to a Finance Director position, and will send a proposed job description to the Council in June for review.
- vi. He is looking into ways to simplify use of website for permits and documents and/or provide a guide to help with requests from small businesses. **Councilmember Cox** requested meeting minutes be posted adequately via Municode.

d) Document Repository Report - Tiffany Andersen provided and explained a report on a requested change of document repository company from Laserfische to CivicPlus. Pricing sheets for each company were also attached. New options are being explored that are easier to use and less costly.

10. VOUCHER APPROVAL:

8:25

MOTION to approve vouchers as presented by **Councilmember Rice**, seconded by **Councilmember Johnson**.

Voting aye: **Councilmembers Johnson, Lauser, Cox, Oldfield, Price**.

11. MAYOR AND COUNCIL REPORTS:

Councilmember Lauser will be hosting a town hall on Sunday, June 22nd from 6-8 p.m. at the Stevenson Community Library

Councilmember Cox reported the Opioid Abatement Committee work is continuing.

Councilmember Rice noted his permit application to build a house is progressing, and he does live in Stevenson.

12. ISSUES FOR THE NEXT MEETING:

Councilmember Oldfield requested an agenda item for June 2025 to discuss a budget adjustment for street funding due to the Transportation Benefit District.

Public Works Director Carolyn Sourek was recognized and thanked for all her work for the city of Stevenson-tonight is her last meeting. **Mayor Anderson** wished her future success.

8:37

13. ADDITIONAL PUBLIC COMMENT

Planning Commissioner Chair Jeff Breckel spoke about the work the Planning Commission is doing to review licensing of vacation rentals in Stevenson. The Planning Commission will also be meeting with Skamania County to align Stevenson's critical areas ordinance with theirs to ensure consistency with regulations.

14. ADJOURNMENT - Mayor Anderson adjourned the meeting at 8:39 p.m.

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Summer N. Scheyer
SHERIFF

OFFICE OF THE SKAMANIA COUNTY

SHERIFF

PO Box 790
200 Vancouver Ave.
Stevenson WA 98648
Phone (509)427-9490
Fax (509)427-4369
www.skamaniasheriff.com
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Tracy Wyckoff
Undersheriff

Steve Minnis
Chief of Corrections

Ondine Obias
Chief Civil Deputy

May 2025

Total 135

City of Stevenson

Calls/Patrol

Calls - 98

Medical - 37

Fire - 1

Service Hour

Hrs. - 468

Court Hrs. - 0

Milage - 1829

06/03/25
15:32

Skamania County Sheriff's Office
Incident Audit Report

5059
Page: 1

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
25-02499	Medical	AMAS	21	Transferred to Other A
25-02500	Business Alarm	ABLA	21	Cleared Adlt Exception
25-02506	Animal Other	ANPR	21	Transferred to Other A
25-02508	Patrol Request	INFO	21	INFORMATION
25-02517	Fraud	FRAU	21	Cleared Adlt Exception
25-02522	Domestic Viol	DOMV	21	Investigation Complete
25-02526	Theft Prop Oth	TPOT	21	Settled By Contact
25-02527	Medical	AMAS	21	Transferred to Other A
25-02531	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02533	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02534	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02537	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
25-02541	Parking Problem	PARK	21	INFORMATION
25-02545	Mental Subject	MENT	21	INFORMATION
25-02546	Medical	CITA	21	INFORMATION
25-02570	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
25-02571	Structure Fire	FIRE	21	INFORMATION
25-02590	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02600	Parking Problem	PARK	21	Settled By Contact
25-02603	Medical	AMAS	21	Transferred to Other A
25-02606	Welfare Check	WELF	21	Unfounded
25-02608	Medical	AMAS	21	Transferred to Other A
25-02609	Medical	AMAS	21	Transferred to Other A
25-02611	Agency Assist	ASST	21	Cleared Adult Arrest
25-02612	Medical	AMAS	21	Transferred to Other A
25-02615	Found Property	LFPR	21	Cleared Adlt Exception
25-02618	Trespassing	TRES	21	Settled By Contact
25-02619	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02624	Mental Subject	INFO	21	INFORMATION
25-02629	Vio Court Order	VICO	21	INFORMATION
25-02641	Suspicious	SUSP	21	INFORMATION
25-02643	Vio Court Order	VICO	21	Cleared Adlt Exception
25-02645	Juvenile Prob	INFO	21	INFORMATION
25-02650	Mental Subject	INFO	21	INFORMATION
25-02655	Medical	AMAS	21	Transferred to Other A
25-02661	Business Alarm	ABLA	21	Unfounded
25-02666	Harrassment.	HARR	21	Investigation Complete
25-02673	Medical	AMAS	21	Transferred to Other A
25-02676	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02696	Mental Subject	MENT	21	Investigation Complete
25-02697	Domestic Viol	DOMV	21	Investigation Complete
25-02713	Medical	AMAS	21	Transferred to Other A
25-02714	Citizen Assist	CITA	21	Active
25-02732	Medical	AMAS	21	Transferred to Other A
25-02746	Mental Subject	INFO	21	INFORMATION
25-02747	Theft Prop Oth	TPOT	21	Settled By Contact
25-02758	Medical	AMAS	21	Transferred to Other A
25-02764	Domestic Viol	DOMV	21	Cleared Adlt Exception
25-02778	Business Alarm	ABLA	21	Settled By Contact
25-02780	Fish & Game	INFO	21	INFORMATION
25-02781	Medical	AMAS	21	Transferred to Other A
25-02783	Medical	AMAS	21	Transferred to Other A
25-02789	Medical	AMAS	21	Transferred to Other A
25-02790	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02792	Traffic Stop	TOFF	21	Closed Case

06/03/25
15:32

Skamania County Sheriff's Office
Incident Audit Report

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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
25-02795	Theft Prop Oth	TPOT	21	Cleared Adlt Exception
25-02800	Medical	AMAS	21	Transferred to Other A
25-02801	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02804	Trespassing	TRES	21	Investigation Complete
25-02805	Hit & Run	TAHR	21	Cleared Adult Arrest
25-02809	Medical	AMAS	21	Transferred to Other A
25-02814	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02823	Attempt-Locate	ATL	21	Settled By Contact
25-02826	Suspicious	SUSP	21	Investigation Complete
25-02827	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02834	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02839	Animal Other	ANPR	21	Transferred to Other A
25-02841	Medical	AMAS	21	Transferred to Other A
25-02850	Mental Subject	INFO	21	UNABLE TO LOCATE
25-02858	Medical	AMAS	21	Transferred to Other A
25-02859	Utility Problem	UTPB	21	Transferred to Other A
25-02868	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02874	Alarm, Other	ALAO	21	Transferred to Other A
25-02892	Suspicious	SUSP	21	Settled By Contact
25-02896	Suspicious	SUSP	21	Investigation Complete
25-02905	Citizen Dispute	CDIS	21	Investigation Complete
25-02912	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
25-02918	Incomplete 911	IN91	21	Investigation Complete
25-02923	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02940	Medical	AMAS	21	Transferred to Other A
25-02941	Medical	AMAS	21	Transferred to Other A
25-02944	Medical	AMAS	21	Transferred to Other A
25-02947	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02952	Domestic Viol	DOMV	21	UNABLE TO LOCATE
25-02954	Medical	AMAS	21	Transferred to Other A
25-02956	Medical	AMAS	21	Transferred to Other A
25-02958	Medical	INFO	21	Transferred to Other A
25-02965	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-02966	Citizen Assist	CITA	21	Cleared Adlt Exception
25-02974	Theft Prop Oth	TPOT	21	Cleared Adlt Exception
25-02975	Welfare Check	WELF	21	Settled By Contact
25-02976	Theft Prop Oth	TPVP	21	Settled By Contact
25-02977	Medical	AMAS	21	Transferred to Other A
25-02987	Traffic Stop	TOFF	21	Cleared Adult Arrest
25-03003	Medical	AMAS	21	Transferred to Other A
25-03008	Medical	AMAS	21	Transferred to Other A
25-03012	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03014	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03015	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03020	Mental Subject	MENT	21	Investigation Complete
25-03022	Medical	AMAS	21	Transferred to Other A
25-03023	Medical	AMAS	21	Transferred to Other A
25-03024	Req Traff Enf	RTEN	21	Investigation Complete
25-03027	Business Alarm	ABLA	21	Investigation Complete
25-03029	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03030	Trespassing	TRES	21	Investigation Complete
25-03035	Domestic Viol	DOMV	21	Cleared Adlt Exception
25-03039	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03045	Boat Inspection	BOSC	21	Cleared Adlt Exception
25-03046	Information	INFO	21	INFORMATION

06/03/25
15:32

Skamania County Sheriff's Office
Incident Audit Report

5059
Page: 3

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
25-03048	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
25-03078	Medical	AMAS	21	Transferred to Other A
25-03080	Medical	AMAS	21	Transferred to Other A
25-03088	Suspicious	SUSP	21	Cleared Adlt Exception
25-03120	Suspicious	SUSP	21	UNABLE TO LOCATE
25-03123	Information	INFO	21	INFORMATION
25-03127	Business Alarm	ABLA	21	Unfounded
25-03130	Business Alarm	ABLA	21	Investigation Complete
25-03146	Medical	AMAS	21	Transferred to Other A
25-03148	Burg Res Unl En	BRUE	21	Investigation Complete
25-03157	Vio Court Order	VICO	21	Active
25-03163	Barking Dog	ANDC	21	INFORMATION
25-03172	Mental Subject	MENT	21	Investigation Complete
25-03176	Medical	AMAS	21	Transferred to Other A
25-03181	Welfare Check	WELF	21	Cleared Adlt Exception
25-03188	Vio Court Order	VICO	21	Active
25-03191	Suspicious	SUSP	21	Settled By Contact
25-03200	Public Nuisance	INFO	21	INFORMATION
25-03224	Medical	AMAS	21	INFORMATION
25-03232	Medical	AMAS	21	INFORMATION
25-03233	Disorderly	DCON	21	Cleared Adlt Exception
25-03235	Medical	CITA	21	Investigation Complete
25-03238	VIN Inspection	VIIN	21	Investigation Complete
25-03242	Suspicious	SUSP	21	INFORMATION
25-03244	Traffic Stop	TOFF	21	CLEARED DRIVER CITED

Total Incidents: 135

Report includes:

All dates reported between `00:00:00 05/01/25` and `00:00:00 05/31/25`
All agencies matching `SCSO`
All nature of incidents
All offenses observed
All offenses reported
All offense codes
All dispositions
All responsible officers
All locations matching `21`

*** End of Report /tmp/rpt7bgKTZ-rplwiar.r1_1 ***

06/03/25
15:40

Skamania County Sheriff's Office
Incident Audit Report

5059
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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
25-02499	Medical	AMAS	21	Transferred to Other A
25-02527	Medical	AMAS	21	Transferred to Other A
25-02546	Medical	CITA	21	INFORMATION
25-02603	Medical	AMAS	21	Transferred to Other A
25-02608	Medical	AMAS	21	Transferred to Other A
25-02609	Medical	AMAS	21	Transferred to Other A
25-02612	Medical	AMAS	21	Transferred to Other A
25-02655	Medical	AMAS	21	Transferred to Other A
25-02673	Medical	AMAS	21	Transferred to Other A
25-02713	Medical	AMAS	21	Transferred to Other A
25-02732	Medical	AMAS	21	Transferred to Other A
25-02758	Medical	AMAS	21	Transferred to Other A
25-02781	Medical	AMAS	21	Transferred to Other A
25-02783	Medical	AMAS	21	Transferred to Other A
25-02789	Medical	AMAS	21	Transferred to Other A
25-02800	Medical	AMAS	21	Transferred to Other A
25-02809	Medical	AMAS	21	Transferred to Other A
25-02841	Medical	AMAS	21	Transferred to Other A
25-02858	Medical	AMAS	21	Transferred to Other A
25-02940	Medical	AMAS	21	Transferred to Other A
25-02941	Medical	AMAS	21	Transferred to Other A
25-02944	Medical	AMAS	21	Transferred to Other A
25-02954	Medical	AMAS	21	Transferred to Other A
25-02956	Medical	AMAS	21	Transferred to Other A
25-02958	Medical	INFO	21	Transferred to Other A
25-02977	Medical	AMAS	21	Transferred to Other A
25-03003	Medical	AMAS	21	Transferred to Other A
25-03008	Medical	AMAS	21	Transferred to Other A
25-03022	Medical	AMAS	21	Transferred to Other A
25-03023	Medical	AMAS	21	Transferred to Other A
25-03078	Medical	AMAS	21	Transferred to Other A
25-03080	Medical	AMAS	21	Transferred to Other A
25-03146	Medical	AMAS	21	Transferred to Other A
25-03176	Medical	AMAS	21	Transferred to Other A
25-03224	Medical	AMAS	21	INFORMATION
25-03232	Medical	AMAS	21	INFORMATION
25-03235	Medical	CITA	21	Investigation Complete

Total Incidents: 37

Report includes:

All dates reported between `00:00:00 05/01/25` and `00:00:00 05/31/25`
All agencies matching `SCSO`
All nature of incidents matching `Medical`
All offenses observed
All offenses reported
All offense codes
All dispositions
All responsible officers
All locations matching `21`

*** End of Report /tmp/rptDus3z5-rplwiar.r1_1 ***

**CITY OF STEVENSON, WASHINGTON
ORDINANCE NO. 2025-1227**

AN ORDINANCE of the City of Stevenson, Washington, relating to the water and sewer system of the City; providing for the issuance of a water and sewer revenue bond of the City in the maximum principal amount of \$873,000 for the purpose of providing funds to pay costs of the acquisition, construction, and installation of improvements to the City's water and sewer system; fixing the date, form, maturity, interest rate, terms, and covenants of the bond; providing for the registration and authentication of the bond; creating and adopting certain funds and accounts; providing for the issuance of additional bonds; approving the sale and providing for the delivery of the bond to the United States of America, acting through the United States Department of Agriculture, Rural Utilities Service; and providing for other matters properly relating thereto.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. The words and phrases set forth in this ordinance with initial capitalization shall have the respective meanings ascribed to such words and phrases in this Section unless the context clearly requires otherwise.

(a) “2013 Bond” means the City's Water and Sewer Revenue Bond, 2013 (Taxable), issued pursuant to the 2013 Bond Ordinance.

(b) “2013 Bond Ordinance” means Ordinance No. 2013-1071 of the City, passed on November 7, 2013, as amended by Ordinance No. 2013-1072 of the City, passed on November 21, 2013.

(c) “Annual Debt Service” means, with respect to the 2013 Bond, the Bond, and any Future Parity Bonds for any calendar year, all the interest due on the 2013 Bond, the Bond, and any Future Parity Bonds in such year, plus all principal of the 2013 Bond, the Bond, and any Future Parity Bonds (including any such principal scheduled to be paid by means of mandatory redemption and sinking fund payment requirements) that will mature or become due in such year, less all capitalized interest payable in such year from the proceeds of any such bonds.

(d) “Average Annual Debt Service” means, with respect to the 2013 Bond, the Bond, and any Future Parity Bonds, the sum of the Annual Debt Service for the remaining years to the last scheduled maturity of such bonds divided by the number of those years.

(e) “Bond” means the water and sewer revenue bond of the City authorized to be issued pursuant to Section 4 of this ordinance.

(f) “Bond Register” means the books or records maintained by the Registrar on which are recorded the name and address of the Registered Owner.

(g) “City” means the City of Stevenson, Washington.

(h) “City Administrator” means the City Administrator of the City.

(i) “Clerk” means the de facto or de jure Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the Council, and her successors in functions, if any.

(j) “Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(k) “Construction Account” means the project account within the Revenue Fund referred to in Section 12 of this ordinance.

(l) “Council” means the City Council of the City.

(m) “Debt Service Account” means the debt service account created within the Revenue Fund by Section 13 of the 2013 Ordinance for the payment of the principal of and interest on the 2013 Bond, the Bond, and any Future Parity Bonds.

(n) “Debt Service Reserve Account” means the debt service reserve account created within the Revenue Fund by Section 13 of the 2013 Ordinance for the purpose of securing the payment of principal of and interest on the 2013 Bond, the Bond, and any Future Parity Bonds.

(o) “DOE Loan” means the Water Quality Combined Financial Assistance 2019 Agreement Number WQC-2019-StevPW-00044 between the City and the State Department of Ecology.

(p) “Future Parity Bonds” means any and all revenue bonds of the City hereafter issued, the payment of which, both principal and interest, is secured by a lien and charge on the Net Revenue and ULID Assessments equal in rank with the lien and charge on Net Revenue and ULID Assessments that secure the payments required to pay and secure the payment of the Bond.

(q) “Gross Revenue” means all of the earnings and revenue received by the City from any source whatsoever relating to the operation of the System, except: general ad valorem taxes; charges in lieu of taxes; ULID Assessments; proceeds from the sale of City property; grants received by the City; principal proceeds of bonds and other obligations for borrowed money; earnings or proceeds from any investments in a trust, defeasance, or escrow fund created to defease or refund System obligations for borrowed money; and earnings on money held in a special account for the purpose of paying a rebate to the United States government under the Code.

(r) “Installment Payment Date” means the date that is one year after the dated date of the Bond and that day of every year thereafter to and including the maturity of the Bond.

(s) “Interest Rate” means the *per annum* interest rate specified by the USDA and specified as such in the Bond.

(t) “Letter of Conditions” shall have the meaning specified in Section 2 of this ordinance.

(u) “Loan Resolution” means the Loan Resolution adopted by the Council pursuant to the loan conditions established by the USDA.

(v) “Maximum Annual Debt Service” means the maximum amount of Annual Debt Service that will become due in any future year on the 2013 Bond, the Bond, and any outstanding Future Parity Bonds.

(w) “Mayor” means the de facto or de jure Mayor of the City (including the Mayor pro tempore in the Mayor’s absence), or any presiding officer or titular head of the City and his successors in functions, if any.

(x) “Net Revenue” means the Gross Revenue less Operating and Maintenance Expenses.

(y) “Operating and Maintenance Expenses” means all reasonable expenses incurred by the City in causing the System to be operated and maintained in good repair, working order, and condition, including general maintenance and administrative costs of the City allocated to the System, but shall not include depreciation, taxes levied or imposed by the City, payments to the City in lieu of taxes, or costs of capital additions (and capital replacements) to the System.

(z) “Ordinance” means this ordinance passed by the Council and approved by the Mayor on June [____], 2025.

(aa) “Parity Certificate” shall have the meaning specified in Section 14 of this ordinance.

(bb) “Project” shall have the meaning specified in Section 3 of this ordinance.

(cc) “PWTF Loan” means the Public Works Trust Fund Construction Loan Agreement Number PW 06-962-042 between the City and the State Public Works Board.

(dd) “RCW” means the Revised Code of Washington.

(ee) “Registered Owner” means the entity or person named as the registered owner of the Bond on the Bond Register, initially the USDA.

(ff) “Registrar” means (i) the Treasurer, or (ii) upon a determination by the Treasurer that maintenance of the duties of the Registrar is no longer convenient, a bank or trust company organized under the laws of the State, or a national banking association, and having a capital and surplus aggregating at least \$20,000,000, if there be such a bank, trust company, or national banking association willing and able to accept the duties of Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this ordinance.

(gg) “Reserve Requirement” means: (i) for the 2013 Bond, an amount equal to the Annual Debt Service for the 2013 Bond, accumulated annually for ten years beginning with the Commencement Date (as defined in the 2013 Bond Ordinance); (ii) for the Bond, an amount equal to the Annual Debt Service for the Bond, accumulated monthly for ten years beginning

with the date that is one month after the dated date of the Bond; and (iii) for each issue of Future Parity Bonds, an amount equal to the lesser of: (1) the Maximum Annual Debt Service, (2) 125% of the Average Annual Debt Service, or (3) 10% of the proceeds (as defined under the Code) of such bonds.

(hh) “Revenue Fund” means the City’s Water-Sewer Fund, referred to in Section 12 of this ordinance, which is an enterprise fund of the City in which Gross Revenue is deposited.

(ii) “Short-Lived Asset Reserve Account” means the account of that name within the Revenue Fund referred to in Section 12 of this ordinance.

(jj) “Short-Lived Asset Reserve Requirement” means \$21,779.

(kk) “State” means the State of Washington.

(ll) “System” means the City’s combined water and sewer system, together with all additions thereto and betterments and extensions thereof at any time made or constructed.

(mm) “Treasurer” means the appointive officer of the City who is responsible under the City Charter, if any, and/or City ordinance for fulfilling the various duties of a “city treasurer” as specified by State law. The City Administrator currently serves in such capacity.

(nn) “ULID” means any utility local improvement district of the City created for purposes of making improvements, extensions, or additions to the System that are financed by the issuance of any Future Parity Bonds, the assessments in which (except for any prepaid assessments permitted by law to be paid into a construction fund or account) are pledged to be paid into the Debt Service Account.

(oo) “ULID Assessments” means the assessments levied in any ULID (except for any prepaid assessments permitted by law to be paid into a construction fund or account) and shall include installments thereof and interest and any penalties thereon.

(pp) “USDA” means the United States of America, acting through the United States Department of Agriculture, Rural Utilities Service.

Section 2. Findings. The Council finds and determines that:

(a) The City is a municipal corporation duly organized and existing under the laws of the State, is currently organized as a code city, and operates under a Mayor-Council plan of government. Pursuant to the provisions of chapters 35.67, 35.92, and 35A.80 RCW, the City is authorized to acquire, construct, install, maintain, and operate water and sewer systems. By Ordinance No. 677, the City combined its water supply and distribution system and its sewerage system pursuant to RCW 35.67.331 for the purpose of furnishing the City and its inhabitants and other persons with water and sewer services for all purposes, and provided that all future acquisition, construction, maintenance, and operation of the System be done jointly. The City is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.67, 35.92, 35A.40, and 39.46 RCW to finance the acquisition, construction, and installation of improvements to the System.

(b) The PWTF Loan is currently outstanding. Pursuant to the PWTF Loan, the lien and charge on Net Revenue that secure payment of the PWTF Loan will be subordinate to the lien and charge on Net Revenue that secure payment of the Bond.

(c) The DOE Loan is currently outstanding. Pursuant to the DOE Loan, the lien and charge on Net Revenue that secure payment of the DOE Loan will be subordinate to the lien and charge on Net Revenue that secure payment of the Bond.

(d) The USDA provided the City with a Letter of Conditions dated April 16, 2020 (the “Letter of Conditions”), establishing the conditions under which the USDA would lend money to the City to finance the acquisition, construction, and installation of improvements to the System. The Council adopted the Loan Resolution. RCW 39.69.020 authorizes the City to enter into a loan agreement with the United States government and to evidence the City’s obligation to repay the loan under the terms and conditions of the loan agreement. RCW 36.69.020 further authorizes the loan agreement to provide that the City repay the loan solely from revenues set aside in a special fund for the repayment of the loan. Chapter 39.48 RCW authorizes the City to sell the Bond to the USDA by private sale at a price of not less than par plus accrued interest. The USDA has offered to purchase the Bond according to the terms set forth herein and in the Letter of Conditions and Loan Resolution.

(e) It is advisable for the City to acquire, construct, and install the improvements to the System as further described in Section 3 of this ordinance. In determining the costs of the Project pursuant to RCW 35.41.090 and 35.67.030, the Council has estimated that the total costs of the Project will be \$5,283,000. It is advisable for the City to provide funds for defraying costs of the Project from the proceeds of the sale of the Bond.

(f) The Gross Revenue and benefits to be derived from the operation and maintenance of the System, at the rates to be charged for service from the System, will be more than sufficient to meet all Operating and Maintenance Expenses and to permit the setting aside into the Debt Service Account of the amounts of Net Revenue that, together with ULID Assessments, will be sufficient to pay the principal of and interest on the Bond when due. In creating the Debt Service Account, and in fixing the amounts to be paid therein out of the Gross Revenue, the Council has had due regard to Operating and Maintenance Expenses and the payments required to be made for the Bond and other obligations payable from Gross Revenue. The Council has not obligated the City to set aside into the Debt Service Account a greater amount of Gross Revenue than, in the Council’s judgment, will be available over and above Operating and Maintenance Expenses.

(g) Based on the foregoing, it is in the City’s best interest to authorize: (i) the issuance of the Bond to evidence the City’s obligation to repay the loan from the USDA, and (ii) the delivery of the Bond to the USDA upon the terms set forth in this ordinance.

Section 3. The Project. The City hereby ratifies, specifies, adopts, and authorizes a plan for making certain additions to and betterments and extensions of the System, including: (a) replacement of the Rock Creek, Kanaka, Cascade, and Fairgrounds Pump Stations, and improvements to the pump stations including conversion to duplex submersible configuration, the addition of dedicated on-site standby power, and new controls and telemetry integrated with

a new SCADA system at the wastewater treatment plant; (b) increased sewer pipe size leading to the Rock Creek Pump Station; (c) the provision of flood protection to the wastewater treatment plant, including stop-log gates at the pump building doors and raising the top of the in-plant pump-station, general upgrades including replacement of the existing dedicated on-site standby generator and SCADA system, with the upgraded pump stations being integrated with the new SCADA system; and (d) other improvements discussed, but not budgeted, including a new lab/operations building, a new aeration building, adding check and gate valves, and using portable pumps to bail water from the storm system when inundated (collectively, the “Project”), all as more particularly described in the plans and specifications prepared by consulting engineers to the City, and now on file in the office of the Clerk. The total cost of the Project is estimated to be \$5,283,000. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable, provided that such changes do not substantially modify the Project.

Section 4. Authorization and Description of the Bond.

(a) For the purpose of paying a portion of the costs of the Project, including paying the costs of issuing the Bond, the City shall cause to be issued a single water and sewer revenue bond as set forth in this ordinance. The Bond shall be a special obligation of the City payable solely out of the Debt Service Account and shall be a valid claim of the Registered Owner only as against the Debt Service Account, the Debt Service Reserve Account, and the amount of Gross Revenue and ULID Assessments pledged to those accounts. The Bond shall not be a general obligation of the City. The City’s full faith, credit, and resources are not pledged for the payment of the Bond.

(b) The Bond shall be dated as of the date of its delivery to the USDA; shall be designated as the “Water and Sewer Revenue Bond, [Series]” of the City; shall be in the maximum principal amount of \$873,000; shall mature on the date that is 40 years after its date; shall bear interest on its outstanding principal balance from its date at the Interest Rate (computed on the basis of the actual number of days elapsed in a 365-day year); shall be numbered R-1, with any additional designation as the Registrar deems necessary for purposes of identification; and shall be issued only in registered form as to both principal and interest.

(c) Principal of and interest on the Bond shall be payable in equal annual amortized installments on each Installment Payment Date, beginning on the date that is one year after the dated date of the Bond, in an amount required to amortize the Bond to the maturity date, except that the last such payment due on the maturity date shall be in an amount equal to the remaining principal and interest due on the Bond. Principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by Pre-Authorized Debit (PAD) on the Installment Payment Date to the Registered Owner at the address appearing on the Bond Register, except that the last installment of principal and interest shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

Section 5. Prepayment. Prepayments of scheduled installments of principal of and interest on the Bonds, or any portion thereof, may be made at any time at the option of the City. Refunds, extra payments, and loan proceeds obtained from outside sources for the purpose of paying down the Bond shall, after payment of interest, be applied to the principal. Partial

prepayment shall not affect the obligation of the City to pay the remaining installments as scheduled. Notice of any such optional prepayment shall be given at least 30 days prior to the prepayment date by mailing to the Registered Owner a notice fixing such prepayment date and the amount to be prepaid.

Section 6. Failure to Pay Installments. If any installment of principal of and interest on the Bond is not paid when due, the City shall be obligated to pay interest on that installment at the same rate provided in the Bond from and after its Installment Payment Date until that installment, both principal and interest, is paid in full.

Section 7. Pledge of Revenue and Lien Position. The Net Revenue and all ULID Assessments are hereby pledged irrevocably by the City for the deposits required to be made into the Debt Service Account and the Debt Service Reserve Account for the Bond. This pledge shall constitute a lien and charge on the Net Revenue and ULID Assessments on a parity with the lien and charge on Net Revenue and ULID Assessments that secure payment of the 2013 Bond and any Future Parity Bonds and prior and superior to any other liens and charges whatsoever (including, without limitation, the obligations with regard to the PWTF Loan and the DOE Loan).

Section 8. Execution, Issuance, and Delivery of the Bond and Related Documents.

(a) The City shall issue and deliver the Bond to the USDA on the date the USDA pays the City in exchange therefor. The Bond shall be prepared in a form consistent with the provisions of this ordinance and State law, shall be signed by the Mayor and Clerk, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the City (or a facsimile reproduction thereof) impressed or printed thereon.

(b) The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this ordinance, unless the Bond bears a certificate of authentication manually signed by the Registrar stating: "This Bond is the fully registered City of Stevenson, Washington, Water and Sewer Revenue Bond, [Series], described in Ordinance No. [____]." A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated, and delivered and is entitled to the benefits of this ordinance.

(c) The Mayor and City Administrator, or their designees, are each individually authorized and directed to: (i) do everything necessary for the execution, issuance, and delivery of the Bond; and (ii) execute and deliver any documents, agreements, certificates, receipts, and instruments that are necessary or appropriate in their discretion to give effect to this ordinance and to consummate the borrowing of money authorized herein.

(d) The City directs Foster Garvey PC, as the City's bond counsel, to prepare the Bond and such other documents, agreements, certificates, receipts, and instruments as may be necessary and appropriate to properly document the issuance and delivery of the Bond to the USDA and the receipt of money by the City from the USDA. Such law firm shall coordinate the execution and delivery of such documents on behalf of the City, and shall compile and distribute

to the City and the USDA a transcript containing such documents (or copies thereof) as it deems necessary to support its legal opinions rendered in connection with the issuance of the Bond.

Section 9. Appointment of Registrar; Registration and Transfer of the Bond.

(a) Pursuant to RCW 39.46.030, the Treasurer is appointed as the initial Registrar for the Bond. The Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address, and taxpayer identification number of the Registered Owner, and for registering any transfer of Bond ownership. The books and records maintained by the Registrar for such purpose shall be considered the Bond Register for purposes of this ordinance. The Bond Register shall at all times be open to inspection by the City. In addition to maintaining the Bond Register, the Registrar is authorized and directed to perform the following duties with respect to the Bond: (i) to authenticate the Bond upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Bond that is transferred in accordance with the provisions thereof and this ordinance; (iii) to serve as the City's paying agent for the Bond; (iv) to imprint on each Bond transferred or exchanged pursuant to this ordinance the name of the Registered Owner, the principal amount of the Bond, the interest rate borne by the Bond, and the maturity date of the Bond; (v) to cancel the Bond returned to the Registrar upon the payment in full thereof" and (vi) to carry out all of the Registrar's duties otherwise described in this ordinance. The Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bond.

(b) The Bond may be transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Registrar. Any transfer shall be without cost to the Registered Owner or transferee and shall be noted in the Bond Register. The Registrar shall not be obligated to transfer the Bond during the 15 days preceding any Installment Payment Date.

Section 10. Refunding, Defeasance, and Graduation of the Bond.

(a) The City may issue refunding bonds pursuant to the laws of the State or use money available from any other lawful source to pay when due the principal of and interest on the Bond, or any portion thereof included in a refunding or defeasance plan, and to redeem and retire, refund, or defease all of the principal amount of the Bond or any portion thereof (the "defeased Bond") and to pay the costs of the refunding or defeasance. If money and/or noncallable "government obligations" (as defined by chapter 39.53 RCW) maturing at a time or times and bearing interest in amounts (together with money, if necessary) sufficient to redeem and retire, refund, or defease the defeased Bond in accordance with its terms are set aside in a special trust fund or escrow account irrevocably pledged to that redemption, retirement or defeasance of the defeased Bond (the "trust account"), then all right and interest of any Registered Owner of the defeased Bond in the covenants of this ordinance and in the funds obligated to the payment of the defeased Bond shall cease and become void. Any Registered Owner of the defeased Bond shall have the right to receive payment of the principal of and interest on the defeased Bond from the trust account. The City shall include in the refunding or defeasance plan such provisions as the City deems necessary for notice of the defeasance to be given to any Registered Owner of the defeased Bond and to such other persons as the City shall determine, and for any required replacement of a Bond certificate for the defeased Bond. The defeased Bond shall be deemed no longer outstanding, and the City may apply any money in any

other fund or account established for the payment or redemption of the defeased Bond to any lawful purposes as it shall determine.

(b) Notwithstanding any other provision of this Section, for so long as the USDA is a Registered Owner, the City shall not defease or refund the Bonds without the prior written consent of the USDA.

(c) For so long as the USDA is the Registered Owner, if at any time the USDA notifies the City that the City may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, the City shall, upon request by the USDA, apply for and accept such loan in sufficient amount to repay the USDA, and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

Section 11. Flow of Funds. All ULID Assessments shall be paid into the Debt Service Account and, if permitted by the ordinance confirming the assessment roll for such ULID Assessments, into the Debt Service Reserve Account. The Gross Revenue shall be allocated to the Revenue Fund, shall be used for the following purposes only, and shall be applied in the following order of priority:

- (a) to pay the Operating and Maintenance Expenses;
- (b) to make all deposits required to be made into the Debt Service Account pursuant to the 2013 Ordinance, this ordinance, and any ordinance authorizing the issuance of Future Parity Bonds;
- (c) to make all deposits required to be made into the Debt Service Reserve Account pursuant to the 2013 Ordinance, this ordinance, and any ordinance authorizing the issuance of Future Parity Bonds; and
- (d) to make additions to the System and betterments and extensions of the System.

Section 12. Funds and Accounts.

(a) *Creation and/or Continuance of Funds and Accounts.* The following funds and accounts shall be created (or if previously created, shall be continued) and maintained in the office of the Treasurer to comply with the provisions of this ordinance: (i) the Revenue Fund; (ii) the Debt Service Account; (iii) the Debt Service Reserve Account; (iv) a project account within the Revenue Fund (the "Construction Account"); and (v) a short-lived asset reserve account within the Revenue Fund (the "Short-Lived Asset Reserve Account"). Each fund and account shall be maintained by the Treasurer as a separate and distinct fund or account to be held, managed, invested, disbursed, and administered as provided in this ordinance. All money deposited in the funds or accounts created hereunder shall be used solely for the purposes set forth in this ordinance. The Treasurer shall keep and maintain adequate records pertaining to each fund and account, and all disbursements therefrom, in accordance with general practices and procedures in effect from time to time. The Treasurer may establish such additional accounts or subaccounts as is deemed necessary or useful, or for the purpose of complying with the

requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this ordinance with respect to a deposit or use of money in the funds or accounts.

(b) *Debt Service Account.* The Debt Service Account is to be drawn upon for the sole purpose of paying the principal of and interest on the 2013 Bond, the Bond, and any Future Parity Bonds. The City shall pay into the Debt Service Account and/or the Debt Service Reserve Account all ULID Assessments on their collection and, from the Net Revenue, pay into the Debt Service Account prior to each Installment Payment Date an amount that is sufficient (together with other money on deposit in the Debt Service Account) to pay the installment of principal and interest falling due on such Installment Payment Date. The City may (but shall not be required to) transfer any money from any funds or accounts of the City legally available therefor to meet the required payments to be made into the Debt Service Account.

(c) *Debt Service Reserve Account.* The Debt Service Reserve Account shall be maintained for the purpose of securing the payment of the principal of and interest on the 2013 Bond, the Bond, and any Future Parity Bonds, and shall be used solely for the purpose of making up any deficiency existing in the Debt Service Account to meet maturing installments of either principal or interest, as the case may be, on any outstanding bonds payable out of the Debt Service Account. The City shall deposit into the Debt Service Reserve Account the Reserve Requirement for the Bond (at the times and in the amounts described in the definition of "Reserve Requirement" in Section 1 of this ordinance). When the Debt Service Reserve Account is funded at the Reserve Requirement for the Bond, the City will all times maintain at least such amount therein (except to the extent withdrawals are made from the Debt Service Reserve Account as authorized by this ordinance). Any deficiency created in the Debt Service Reserve Account by reason of a withdrawal therefrom shall then be made up from money derived from Net Revenue first available after making necessary provisions for the required payments into the Debt Service Account. The City may use any excess money in the Debt Service Reserve Account to make extra payments on the Bond in the manner authorized by Section 5 of this ordinance. The money and investments in the Debt Service Reserve Account otherwise shall be held intact and may be applied against the last outstanding bonds payable out of the Debt Service Account. For so long as the USDA is the Registered Owner, the City shall not disburse money from the Debt Service Reserve Account without receiving the prior written consent of the USDA; *provided*, that the City may create one or more subaccounts in the Debt Service Reserve Account in connection with the issuance of Future Parity Bonds and, if such subaccounts are funded from the proceeds of the Future Parity Bonds, from Net Revenue, and/or from ULID Assessments, may provide in the ordinance(s) authorizing the Future Parity Bonds that money may be withdrawn from such subaccounts without the USDA's prior written consent.

(d) *Construction Account.* Bond proceeds shall be deposited into the Construction Account. The costs of carrying out the Project, including the costs of issuing the Bond, shall be paid from the Construction Account. In the event Bond proceeds remain in the Construction Account after all costs of the Project have been paid, such proceeds shall be transferred to the Debt Service Account and used to pay principal and/or interest on the Bond.

(e) *Short-Lived Asset Reserve Account.* For so long as the USDA is the Registered Owner, the City will maintain and fund the Short-Lived Asset Reserve Account for the repair

and/or replacement of major System assets, by crediting to such account, from Gross Revenue available in accordance with Section 11 of this ordinance or other money legally available therefor, (i) annually, the amount of not less than the Short-Lived Asset Reserve Requirement, and (ii) on a regular basis, any additional amount needed to finance the short-lived assets needs of the System. Money in the Short-Lived Asset Reserve Account shall be used only with prior written consent of the USDA and exclusively for the repair and/or replacement of major System assets.

(f) *Investment of Funds.* The money in the Construction Account and the Short-Lived Asset Reserve Account may be kept in cash or deposited in institutions permitted by law in an amount in each institution not greater than the amount insured by a state or the Federal Government, or may be invested in readily marketable securities backed by the full faith and credit of the United States of America maturing (or subject to sale by the City) not later than the time such money must be expended from the account so invested. The money in the Debt Service Account and the Debt Service Reserve Account may be invested in any investment permitted by law for City funds. The interest and investment earnings on such funds shall be used as follows: (i) interest and investment earnings on amounts in the Debt Service Account shall be retained in the Debt Service Account and used to pay debt service on the 2013 Bond, the Bond, and any Future Parity Bonds; (ii) interest and investment earnings on amounts in the Debt Service Reserve Account shall be retained in the Debt Service Reserve Account until the total Reserve Requirement has been accumulated therein, after which time such earnings shall be deposited in the Debt Service Account; and (iii) interest and investment earnings on amounts in the Construction Account and the Short-Lived Asset Reserve Account may be retained in such account or, at the City's discretion, may be deposited into the Debt Service Account. Notwithstanding the provisions for the deposit of earnings, any earnings that are subject to a federal tax or rebate requirement may be withdrawn from any such fund or account for deposit in a separate fund or account for that purpose.

Section 13. Covenants. The City hereby covenants and agrees with the Registered Owner as follows:

(a) All ULID Assessments shall be paid into the Debt Service Account and/or the Debt Service Reserve Account upon their collection and may be used to pay the principal of and interest on the 2013 Bond, the Bond, and any Future Parity Bonds without those ULID Assessments being particularly allocated to the payment of the principal of and interest on any particular issue of bonds. Nothing in this ordinance shall be construed to prohibit the City from issuing revenue bonds and pledging as security for their payment assessments levied in any local improvement districts or utility local improvement districts that may have been specifically created to pay part of the cost of improvements to the System for which those revenue bonds were specifically issued.

(b) The City will establish, maintain, and collect rates and charges for the services furnished by the System that will produce sufficient Gross Revenue to meet the Operating and Maintenance Expenses, the debt service requirements of the 2013 Bond, the Bond, and any outstanding Future Parity Bonds as they come due, to establish and maintain the Debt Service Reserve Account, and to maintain the System in sound financial condition.

(c) The City will at all times maintain and keep the System in good repair, working order, and condition, and also will at all times operate the System and the business in connection therewith in an efficient manner and at a reasonable cost.

(d) The City will keep proper and separate accounts and records relating to the operation and financial condition of the System and will grant the USDA the right at all reasonable times to inspect the System and all records, accounts, and data of the City relating thereto.

(e) The City will, for so long as the USDA is the Registered Owner: submit to the USDA an annual operating budget relating to the System; submit to the USDA audits (or management reports in lieu of audits) relating to the System, as determined by the USDA on an annual basis; and provide such additional information and reports as may be reasonably requested by the USDA from time to time.

(f) The City will at all times: (i) provide fidelity bonds (or similar insurance coverage) in an amount not less than the total of the Annual Debt Service and the annual Debt Service Reserve Account payment on the Bond for all persons who will have access to Gross Revenue and the funds created or maintained hereunder; (ii) maintain fire and extended coverage insurance in an amount at least equal to the depreciated replacement value for all equipment, machinery, and above-ground structures of the System; (iii) maintain reasonable and customary general liability insurance for the System including vehicular coverage; and (iv) maintain worker's compensation insurance.

(g) The City will not, for so long as the USDA is the Registered Owner, furnish water or sewer service to any customer whatsoever free of charge, and it shall take such legal action as may be feasible to enforce collection of all collectible delinquent accounts.

(h) The City will not, for so long as the USDA is the Registered Owner, mortgage, sell, lease, or in any manner encumber or dispose of all the property of the System without receiving the prior written consent of the USDA.

(i) The City will not borrow money and secure its repayment obligations for such borrowing with a lien and charge on Net Revenue that is prior to the lien and charge on Net Revenue that secure payment of the Bond. The City will not borrow money and secure its repayment obligations for such borrowing with a lien and charge on Net Revenue that is equal to the lien and charge on Net Revenue that secure payment of the Bond other than pursuant to Section 14 of this ordinance. For so long as the USDA is the Registered Owner, the City will not issue Future Parity Bonds or subordinate lien bonds payable from Net Revenue without receiving the prior written consent of the USDA.

(j) For so long as the USDA is the Registered Owner, (i) the Bond shall be subject to the present regulations of the USDA or its successor agency, and (ii) the City shall comply with the requirements contained in the Letter of Conditions and in the Loan Resolution.

Section 14. Authority to Issue Future Parity Bonds. The City reserves the right to issue Future Parity Bonds the payment of which, when issued, shall be secured by a lien and charge on Net Revenue and ULID Assessments on a parity with the lien and charge on Net Revenue and

ULID Assessments that secure payment of the Bond, for the purposes of: (i) acquiring, constructing, and installing additions and betterments to, improvements and extensions of, and repairs or capital improvements to, the System; and/or (ii) refunding and retiring at or prior to their maturity any part or all of the outstanding water and sewer revenue bonds of the City, if the following conditions are met and complied with at the time of issuance of the Future Parity Bonds:

(a) There must be no deficiency in the Debt Service Account or the Debt Service Reserve Account.

(b) The ordinance providing for the issuance of the Future Parity Bonds must provide that all ULID Assessments and interest thereon that may be levied in any ULID created for the purpose of paying, in whole or in part, the principal of and interest on the Future Parity Bonds, must be paid directly into the Debt Service Account and/or the Debt Service Reserve Account upon their collection.

(c) The ordinance providing for the issuance of the Future Parity Bonds must provide for the payment of the principal thereof and interest thereon out of the Debt Service Account.

(d) If the Future Parity Bonds will be secured by the Debt Service Reserve Account, then the ordinance providing for the issuance of the Future Parity Bonds must provide for the deposit into the Debt Service Reserve Account of (i) an amount equal to the Reserve Requirement for the Future Parity Bonds from the Future Parity Bond proceeds or other money legally available or (ii) to the extent that the Reserve Requirement is not funded from Future Parity Bond proceeds or other legally available money at the time of issuance of the Future Parity Bonds, within ten years from the date of the first principal payment on the Future Parity Bonds from ULID Assessments, if any, levied and first collected for the payment of the principal of and interest on the Future Parity Bonds and, to the extent that ULID Assessments are insufficient, then from Net Revenue in ten approximately equal annual payments, except in the case of refunding bonds, the ordinance authorizing the issuance of such refunding Future Parity Bonds may provide that the money in the Debt Service Reserve Account for the bonds to be refunded is to be retained in the Debt Service Reserve Account as a reserve for the refunding bonds, or that the money in any other reserve account or fund for the bonds being refunded may be transferred to the Debt Service Reserve Account, but if such amount does not equal the Reserve Requirement, the Reserve Requirement for the refunding bonds shall be accumulated in the manner and within the same time as set forth herein for other Future Parity Bonds.

(e) There shall be on file with the Clerk a certificate (a "Parity Certificate") from (i) a licensed professional engineer experienced in the design, construction, and operation of municipal utilities or (ii) an independent certified public accountant, which certificate may not be dated more than one month before the date the Future Parity Bonds are issued, stating that the Net Revenue for any 12 consecutive calendar months out of the immediately preceding 24 calendar months shall be equal to 120% of the Average Annual Debt Service on all outstanding bonds payable from the Debt Service Account (after giving effect to the issuance of the Future Parity Bonds). If Future Parity Bonds are to be issued for the sole purpose of refunding outstanding bonds payable from the Debt Service Account, such certification of coverage shall not be required if the amount required for the payment of the principal and interest in each year

for the refunding bonds is not increased over the amount for that same year required for the bonds or the portion of the bond issue to be refunded thereby and if the maturities of such refunding bonds are not extended beyond the maturities of the bonds to be refunded thereby. The previous sentence shall not apply for so long as the USDA is the Registered Owner. Further, for so long as the USDA is the registered owner of the 2013 Bond, the Bond, and all Future Parity Bonds then outstanding, the provisions of this subsection shall not apply if the USDA will be the registered owner of the Future Parity Bonds to be issued.

(f) Nothing contained herein shall prevent the City from issuing Future Parity Bonds to refund the 2013 Bond, the Bond, and/or maturing Future Parity Bonds then outstanding, if money for the payment of the 2013 Bond, the Bond, or the Future Parity Bonds is not otherwise available.

(g) Nothing contained herein shall prevent the City from issuing revenue bonds or incurring other obligations for borrowed money that are a charge on Net Revenue subordinate to the lien and charge on Net Revenue that secure the payments required to be made therefrom into the Debt Service Account for the payment of the 2013 Bond, the Bond, and any Future Parity Bonds or from pledging the payment of utility local improvement district assessments into a bond redemption fund created for the payment of the principal of and interest on those subordinate lien bonds as long as such utility local improvement district assessments are levied for improvements to be constructed from the proceeds of those subordinate lien bonds.

Section 15. Supplemental Ordinances.

(a) The Council may pass an ordinance supplemental hereto, which ordinance thereafter shall become a part of this ordinance, for any one or more of all of the following purposes: (i) to add to or delete from the covenants and agreements of the City in this ordinance, provided such additions or deletions shall not adversely affect, in any material respect, the interests of any registered owner of the 2013 Bond, the Bond, or any Future Parity Bonds; or (ii) to cure, correct, or supplement any ambiguous or defective provision contained in this ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of any registered owner of the 2013 Bond, the Bond, or any Future Parity Bonds. Any such supplemental ordinance may be passed without the consent of the Registered Owner, notwithstanding any of the provisions of subsection (b) of this Section.

(b) With the consent of the Registered Owner, the Council may pass an ordinance supplemental hereto for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of this ordinance or of any supplemental ordinance. It shall not be necessary for the consent of the Registered Owner under this subsection to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the passage of any supplemental ordinance pursuant to the provisions of this Section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this ordinance and the Registered Owner hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any

such supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.

(d) Notwithstanding any other provision of this Section, for so long as the USDA is the Registered Owner, the City shall provide the form of any proposed supplemental ordinance hereto to the USDA, and the City shall not pass any ordinance supplemental hereto without the prior written consent of the USDA.

(e) Any Bond executed and delivered after the execution of any supplemental ordinance passed pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, any new Bond so modified as to conform in the opinion of the Council to any modification of this ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owner, upon surrender for cancellation of the Bond.

Section 16. Severability; Ratification. If any provision of this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond. All actions heretofore taken by the City consistent with the provisions of this ordinance are ratified, confirmed and approved.

Section 17. Effective Date of Ordinance. This Ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Stevenson, Washington, this 15th day of May, 2025, at a regular open public meeting thereof.

Scott Anderson, Mayor

APPROVED AS TO FORM:

ATTEST:

Robert C. Muth, City Attorney

Wesley Wootten, City Clerk

**CITY OF STEVENSON
RESOLUTION NO. 2025-_____**

**A RESOLUTION OF THE CITY OF STEVENSON ADOPTING THE SIX-YEAR
CAPITAL FACILITIES AND TRANSPORTATION IMPROVEMENT PROGRAM FOR
2026-2031**

WHEREAS, ordinance 2022-1187 adopted amendments to the City of Stevenson's Comprehensive Plan incorporating expectations for a Capital Improvement Program; and

WHEREAS, goal 8B.2 established the adoption of an annual plan to coordinate the capital facility improvement and maintenance projects to reduce costs and disruptive impacts, and to involve the public minimally by holding a public hearing before council; and

WHEREAS, the capital facility improvements include transportation improvements consistent with the expectations of RCW 35.77.010; and

WHEREAS, the Stevenson City Council held a public hearing on May 17, 2025 to take public input on the proposed CFP and TIP update.

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, hereby resolves to

1. Adopt the updated Stevenson Capital Facilities Plan/Transportation Improvement Program for 2026-2031 in Exhibit A, attached hereto and incorporated by reference.
2. Ensure any project or program with pedestrian amenities may be allocated funds pursuant to RCW 47.30.
3. Declare that the City does not expect BNSF to cease operations within Stevenson, but that, should it, the corridor will be conserved for future rail service and may be used in the meantime for open-space/recreation purposes.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 18th day of June, 2025.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Primary		2025				2026				2027				2028				2029				2030				2031				2032				2033			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
1	Cascade Avenue Sewer - Phase 1					\$1,119,000																															
2	Cascade Avenue East Waterline Replacement					\$2,584,117																															
3	Columbia Avenue Realignment																					\$2,025,000															
4	Lasher Street Improvement													\$2,400,000																							
5	Park Plaza																					\$4,465,752															
6	Hegewald Well - Corrosion Control									\$711,635																											
7	Rock Creek Intake Rehabilitation																																				
8	Long-Term Water Supply Study									\$0																											
9	Ash Alley - Resurfacing									\$50,000																											
10	Catholic Church Reservoir - Interior Painting and Repairs																																				
11	Mid Russell Diagonal Parking																																				
12	Leavens Improvements																																				
13	School Street Waterline Replacement																																				
14	Safe Streets For All (RTC)																																				
15	Stevenson Bridges - Scour Analyses																																				
16	Bone Road Waterline Relocation																																				
17	Public Works Shop Relocation																																				
18	West Waterfront Trails																																				
19	Frank Johns PRV - New																																				
20	Frank Johns North - Waterline Replacement																																				
21	Frank Johns South - Waterline Replacement																																				
22	Cascade Interceptor Phase 2																																				
23	Main D Extension - Phase 2 Sewer - Frank Johns North																																				
24	Frank Johns Sidewalk (Loop-Second)																																				
25	Sewer System Plan																																				
26	Stormwater Basin Study																																				
27	Kanaka School Bulldog Intersection Improvements																																				
28	Roselawn Ave Overlay																																				
29	Gateway Landscape Improvements																																				
30	Rock Creek Bridge/Geomorphology Study																																				
31	Rock Creek Bridge - Deferred Maintenance																																				
32	Undergrounding Plan																																				
33	Maple Alameda-Gravel																																				
34	Rock Creek Drive PRV Relocation																																				
35	Ryan Allen Waterline Replacement																																				
36	Ryan Allen Road Sewer Extension South (renamed)																																				
37	Water System Plan																																				
38	Russell Ave Phase 2 (2nd-Vancouver)																																				
39	School Street Grind and Inlay																																				
40	Church Reservoir Transmission																																				

Primary		2025				2026				2027				2028				2029				2030				2031				2032				2033			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
41	Fire Hall																																				
42	Del Ray Avenue Sewer Extension																																				
43	County Fairgrounds Kayak Launch																																				
44	Vancouver West Waterline Replacement																																				
45	Iman Loop-Iman Cemetery Sidewalk																																				
46	Gropper Park Loop-Gravel																																				
47	Piper Road Trails																																				
48	Loop Road Sewer Main F Diversion																																				
49	1st Street Sidewalk Trail Connection																																				
50	Rock Creek Drive Waterline																																				
51	SW Atwell Road - Waterline Replacement																																				
52	West End Roundabout																																				
53	East End Roundabout																																				

DRAFT Minutes
Stevenson Planning Commission Meeting
Monday, May 12th, 2025
6:00 PM

Following the resolution of audio difficulties, Planning Commission Chair Jeff Breckel called the meeting to order at 6:10 p.m. A quorum was present.

MEMBERS PRESENT

PC Chair Jeff Breckel; Commissioners Anne Keesee, Charles Hales. Commissioner Tony Lawson and Vice-Chair Auguste Zettler were absent.

STAFF PRESENT

Community Development Director Ben Shumaker, Planning & Public Works Assistant Tiffany Andersen, Stevenson City Administrator Wesley Wooten

GUESTS PRESENT

Dana Hendricks, Janet Campbell

PUBLIC PRESENT

None

A. Preliminary Matters

1. Public Comment Expectations

Shumaker explained use of tools for remote and public participants: For remote, *6 to mute/unmute & *9 to raise hand, or raise the hand icon. Commenters must raise their hand and be acknowledged by the Chair. Individual comments may be limited to 3 minutes. Disruptive individuals may be required to leave the meeting. Persistent disruptions may result in the meeting being recessed and continued at a later date.

2. Public Comment Period:

None received.

3. Approval of Minutes:

April 14th, 2025 Stevenson Planning Commission meeting minutes were approved unanimously following a motion by **Commissioner Keesee**, seconded by **Commissioner Hales**. There were no changes or corrections.

B. New Business

4. Vacation Rentals

Establish Public Involvement Expectations for a topic referred to the Planning Commission by the City Council.

Ben Shumaker, Community Development Director provided a staff report on the topic of vacation rentals. Since Washington State changed its registration system in 2020, the city of Stevenson has lost the ability to accurately track the number and locations of vacation rentals taking place within Stevenson. **Planning & Public Works Assistant Tiffany Andersen** shared the state reports 27 active rental sites, yet Stevenson has had only 3 permit application packages submitted. **Commissioner Keesee** also noted large discrepancies in the number of rentals advertised online with the numbers known to Stevenson.

C. Discussion

Planning Commissioners held a discussion on the issue. Guests Dana Hendricks and Janet Campbell shared concerns and information about the loss of housing stock within Stevenson and the affect vacation rentals have on the community as a whole. **Commissioner Hales** pointed out erosion of the housing supply was within the Planning Commission's scope to address.

It was determined a review of the existing ordinance was in order to explore changes to the policies about vacation rentals. Best approaches to maximize public outreach for input were considered. A workshop will be scheduled for June or July, with draft changes to the ordinance potentially available for review in August.

D. Old Business

5. Short Plat Review

Planning Commission Review/Recommendation of Rock Cove plat alteration.

The Planning Department has received a proposed short plat for alteration of a plat along Rock Creek Drive. The two properties involved are currently vacant and the site of a development proposal. The tax lot numbers for the properties are 02-07-01-0-0-1302 and -1303. Per the city code, the Planning Commission is to be notified and given the opportunity to review the application.

The proposal involves a) consolidation of the 2 lots into 1 and b) relocation of a public access easement on the site.

Ben Shumaker, Community Development Director recommended the Planning Commission recommend the Stevenson City Council approval of the plat alteration as consistent with the Shoreline Substantial Development Permit issued in 2024. The action proposed is formally enforcing what has already been approved.

MOTION: Following a brief discussion, the Commissioners unanimously approved a motion by

Commissioner Hales, seconded by **Commissioner Keese**, to recommend the Stevenson City Council approve the Rock Cove plat alteration.

6. Joint Meeting Review

Preparing for joint meeting with Skamania County Planning Commission on the Critical Areas Ordinance update.

Ordinance update.

A June 12th, 2025 meeting is scheduled to begin the work of updating the required Critical Areas Ordinance. Stevenson is intending to adopt the same regulations as Skamania County.

7. Thought of the Month:

-Adaptive Reuse:

<https://www.planning.org/planning/2025/apr/unlock-suburban-housing-potential-and-put-empty-office-to-work/>

-Skinny Houses:

<https://www.cnu.org/publicsquare/2025/05/02/benefits-skinny-houses>

8. Staff & Commission Reports

Ben Shumaker, Community Development Director welcomed **Wes Wootten** as the new **Stevenson City Administrator**.

Shumaker reported the city staff held a long exercise on the Capital Facilities Plan and Comprehensive Plan regarding annual reviews, amendments and incorporation of the plans in decision-making.

E. Adjournment

PC Chair Breckel declared the meeting adjourned at 7:40 p.m. There were no objections.

Minutes recorded by
Johanna Roe



Built to take the call™.

Stevenson Fire Department
Attn : Ray Broughton, Fire Chief
PO Box 128
Stevenson, WA 98648

June 11, 2025

RE: Pumper Fire Apparatus

It is our desire to express appreciation for the opportunity to present you with the enclosed proposal for fire apparatus.

Toyne, Inc has manufactured high quality, custom fire apparatus since 1942. During that time literally thousands of our Firefighting Apparatus have been protecting communities just like yours. We realize that the enclosed is not just another truck, but is a life and property saving device. Knowing that your neighbors and family members will depend on this piece of equipment places a heavy responsibility on you, the purchaser, as well as the manufacturer. It is with this sense of responsibility that we have studied your request and are responding with the enclosed proposal.

Please note; due to supplier volatility in the current marketplace, the customer will be responsible for any price increases that are mandated by the chassis manufacturer, or any other item that receives an immediate price increase applicable to orders already placed. These increases, should they occur, will be listed in a change order, and added to the final invoice. Neither Toyne and/or the representative dealer will be held responsible for these price increases should they occur as they are totally outside of control of Toyne and/or the representative dealer.

Thank you for the opportunity to be of service.

Sincerely,

Toyne, Inc.

A handwritten signature in blue ink, appearing to read 'Larry Bezemer', is written over a light blue horizontal line.

Larry Bezemer
Western Regional Manager



Built to take the call™.

Stevenson Fire Department
Attn : Ray Broughton, Fire Chief
PO Box 128
Stevenson, WA 98648

June 11, 2025

PROPOSAL

Toyne, Inc proposes to supply, subject to your acceptance of this proposal and proper contract execution or acceptance of the Departments PO, the following apparatus and equipment to be built in accordance with the enclosed specifications.

One (1) Class A Pumper Fire Apparatus on a Freightliner Cab and Chassis per the attached specifications delivered to Stevenson, WA \$ 535,420.00

Pre-Construction and Inspection Cost for two personnel are included

The above price does not reflect any taxes that may be due on the sale.

Delivery shall be 850-880 days after receipt of order.

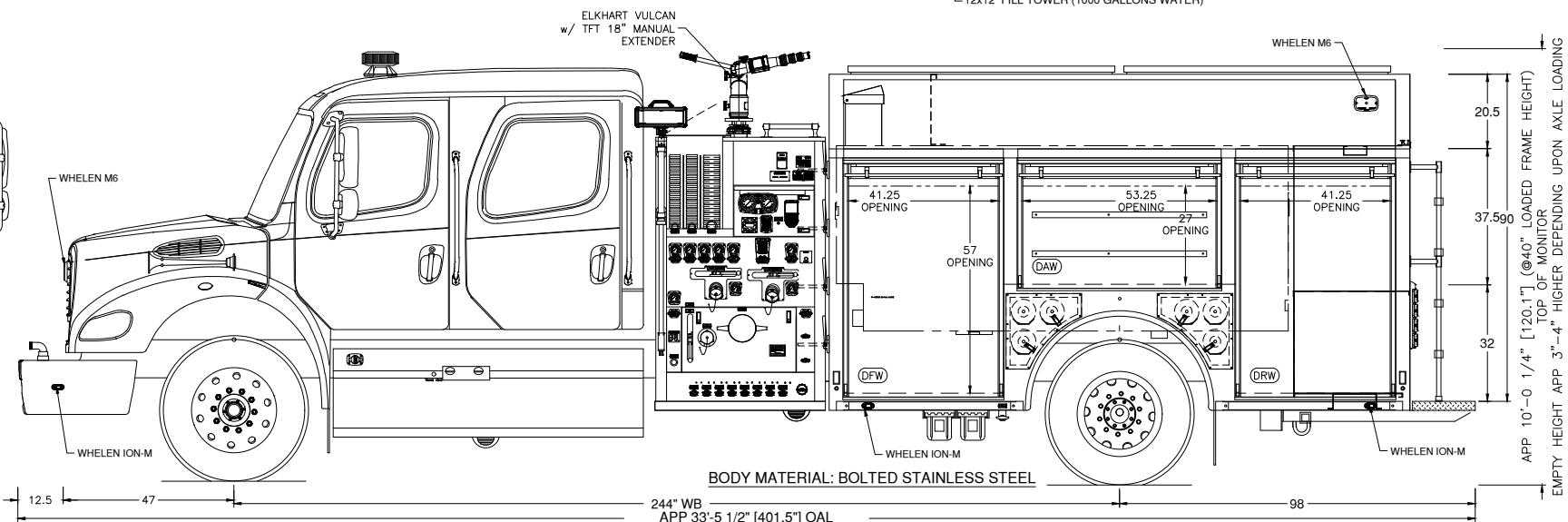
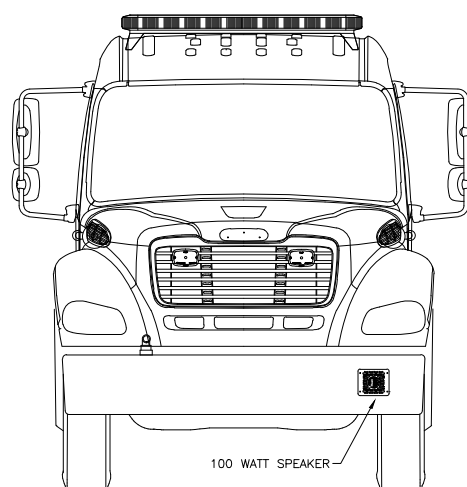
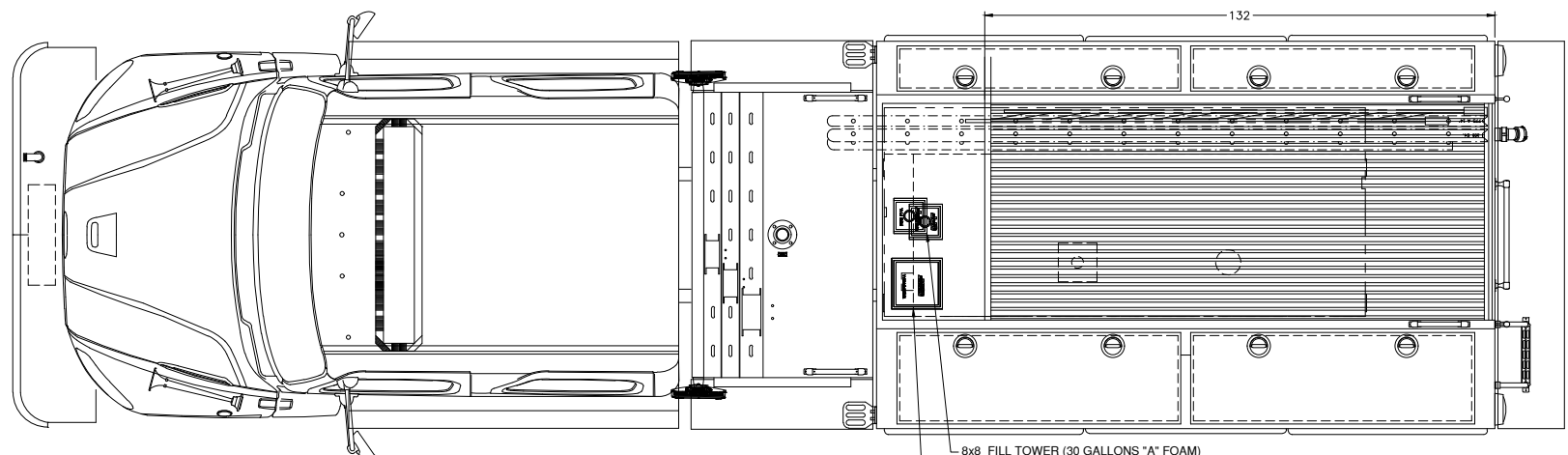
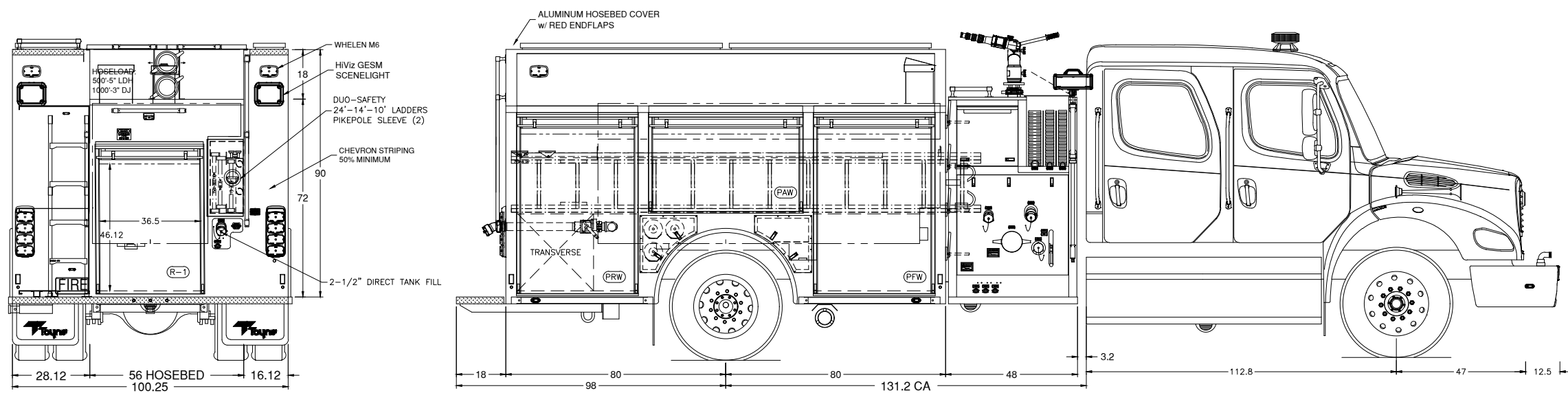
Toyne, Inc reserves the right to withdraw this proposal if not accepted within sixty (60) days from the above date.

Respectfully submitted,

Toyne, Inc.

A handwritten signature in blue ink, appearing to read 'Larry Bezemer', is written over a horizontal line.

Larry Bezemer
Western Regional Manager



NOTE:
DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN. IF DISCREPANCIES EXIST BETWEEN THIS DRAWING AND THE WRITTEN SPECIFICATIONS PROVIDED BY TOYNE, THE WRITTEN SPECIFICATIONS SHALL PREVAIL.

	ORIGINAL DRAWING	04JUN25	CHASSIS:	FREIGHTLINER M2 112 4 DOOR 4x2	SCALE: 1/48	SHEET: B
			WB-CA-AF:	244"-131.2"--47" D17	CITY: --	
NOTE: PRINT MUST BE SIGNED BY A RESPONSIBLE PERSON AND RETURNED BEFORE CONSTRUCTION WILL PROCEED.			BODY MATL:	BOLTED STAINLESS STEEL	STATE: --	
			PUMP:	HALE QFLO PLUS 1250	DLR: BEZ	
SIGNATURE:			TANK:	1000/30 POLY TANK	CAD: GROSSMAN	
PRINT NAME:			FOAM SYSTEM:	FOAM PRO 2001 "A"	DATE: 04 JUNE 2025	
TITLE: DATE:			GENERATOR:	N/A	FILE: STEVENSON25	

 **Toyne**
Built to take the coil.

BREDA, IA 51436
800-648-3358
WWW.TOYNE.COM

STEVENSON
CUSTOM PUMPER



TOYNE INC.

104 Granite Ave. Breda, IA 51436
(712) 673-2328 FAX (712) 673-2200

APPARATUS PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement"), made by and between Toyne, Inc. Breda, IA, ("Toyne"), and the purchaser (the "Customer"):

Stevenson Fire Department
PO Box 128
Stevenson, WA 98648

Toyne, Inc. hereby agrees to furnish the apparatus and equipment according to the specifications hereto attached and made part of this contract, and to deliver the same as hereinafter provided.

Toyne agrees that all material and workmanship of the apparatus and equipment shall comply with the proposal specifications. In the event there is any conflict between Customer Specifications previously submitted to Toyne, and the specifications attached hereto, it is understood and agreed between the parties that the apparatus and equipment made the basis of this Agreement shall meet only the specifications attached hereto and made a part hereof, as if fully and completely set out herein, and no other. The sole and exclusive warranty accompanying this sale is contained in the warranty attached hereto, and made a part hereof by reference, as if fully and completely set out herein. Surety Bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

This fire apparatus shall conform with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of Agreement's signing, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of Agreement's signing, except as modified by Customer Specifications.

Changes in state or federal regulations may require changes to the Specifications and/or apparatus. In any such event any cost increases incurred to comply with these changes will be passed along to the Customer as an addition to the price set forth below. In addition, any future upgrades to drive train (engines, transmissions, axles, etc.) or model-year surcharges will be passed along to the Customer as an addition to the price set forth below.

The apparatus and equipment shall be ready for delivery from Breda, IA, within about 850 days after the receipt and acceptance of this Agreement at Toyne's office at Breda, IA. Toyne shall not be responsible for delays due to strikes, failures to obtain chassis, materials, or other causes beyond its control; provided, any such delay shall be documented in writing to and accepted by the Customer, such acceptance not be unreasonably denied.

A competent representative shall, upon request, be furnished by first party to provide familiarization of the apparatus to the designated officials of the second party. It will be the responsibility of the second party to insure necessary instructions in the operation and handling of the apparatus is given to all individuals that will currently be using the apparatus as well as any potential future users.



The Customer hereby purchases and agrees to pay for said apparatus and equipment, the sum ("Contract Price") of:

\$535,420.00

The specifications include a Contingency Fund amount of no

#VALUE!

This contract price represents the following payment schedule:

A payment of:	\$	0.00	due within	15 days of signing the contract by the purchaser.
			(for this the contract price includes a discount of	\$0.00)
A payment of:	\$	0.00	due within	15 days of the arrival of the chassis at Toyne Inc.
			(for this the contract price includes a discount of	\$0.00)
A payment of:	\$	535,420.00	due upon the delivery of the apparatus to the purchaser.	
			(DOES NOT include the return of the Contingency Fund amount.)	

Interest at 12 percent per annum, payable monthly, shall be charged on all past due payments. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation shall be evidenced by properly executed lease documents.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

In the event the apparatus is placed in fire service prior to payment in full, the first party reserves the right to charge a rental fee of Two Hundred Fifty Dollars (\$ 250.00) per day.

The name of the person authorized by the second party to authorize change orders shall be:

Ray Broughton, Fire Chief

Any applicable taxes not specified noted above will be paid by the Customer directly, or will be added to the Contract Price and paid by the Toyne. If the Customer claims exemption from any tax, the Customer agrees to furnish applicable exemption certificate and save the party harmless from any such tax, interest or penalty, which may at any time, is assessed against Toyne.

Acceptance of goods shall occur when the Customer takes delivery. In case the Customer desires to test the apparatus, such tests shall be made within 10 days after arrival of the goods at destination and a written report of such tests shall be delivered to Toyne at its principal office at Breda, IA. If no such tests are to be made, or if no such report is made by the Customer within 10 days after arrival, then said apparatus and equipment shall be conclusively determined to be in full compliance with Agreement specifications and conclusively determined to be conforming and in accordance with the obligations under this Agreement. No revocation of acceptance shall take place unless communicated to Toyne within 10 days after delivery of the goods. In the event notice of revocation of acceptance is communicated to Toyne within 10 days, the Customer's right to revoke its acceptance shall be governed by the laws of the State of Iowa.

Toyne shall not be liable if performance failure arises out of causes beyond its control and without the fault or negligence of Toyne (acts of God, war, fires, floods, freight embargoes, order of any court, or specific cause reasonably beyond Toyne's control and not attributable to its neglect or nonfeasance). Should a performance failure occur, it will be the responsibility of Toyne to notify the Customer in writing and submit proof of the circumstances for non-performance. Immediately following the resolution of circumstances responsible for non-performance, Toyne must renegotiate delivery schedules.

It is agreed that the apparatus and equipment covered by this Agreement shall remain the property of Toyne until the entire Contract Price has been paid, but if more than one piece of apparatus is covered by this Agreement, then each piece shall remain the property of Toyne until the above listed price for such piece has been paid in full, and in case of an default in payment, Toyne may take full possession of the apparatus and equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.



This Agreement to be binding must be signed and approved by an officer of Toyne, or someone authorized in writing by it to do so. This Agreement and Specifications take precedence over all previous negotiations and no representatives are considered as entering into this Agreement except as are contained herein or in the specifications attached hereto. This Agreement cannot be altered or modified except by mutual written agreement signed by the parties.

If for any reason, the Purchaser wishes to cancel this Agreement. Toyne will be entitled to an amount not to exceed 10% of the total Agreement price plus 100% of all expenses incurred by Toyne and its authorized representative as a result of the cancellation. Such expenses would include, but not limited to, the following items:

- Manufacturing or engineering work already performed.
- Cancellation fees charged by component manufacturer's.
- Full cost of all un-returnable items.

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall be deemed inapplicable and deemed omitted to the extent to contrary, prohibited or invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the the Customer has caused its seal to be affixed, and attested by its authorized representatives on this:

_____ day of _____, 20 _____.

By: _____

Title: _____
the Customer's Registered Name

By: _____
Larry Bezemer Sales Representative

Accepted at Toyne Inc. Corporate Office in Breda, IA

By: _____
Michael D. Schwabe - President

Date: _____