

**AGENDA**  
**CITY OF STEVENSON COUNCIL MEETING**  
**December 10, 2020**  
**6:00 PM, 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 874 5430 5446, Zoom link  
<https://us02web.zoom.us/j/87454305446> or via YouTube at  
<https://www.youtube.com/channel/UC4k9bA0IEvsF6PSoDwjJvA/>

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

**1. CALL TO ORDER:** Mayor to call the meeting to order and conduct roll call.

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

a) \* 12/9 changes include:

- Addition of SCSD Pool Support Contract (item 3g)
- Addition of Wallis Engineering Development Services Agreement for 2021 to the Consent Agenda (item 3h)
- Additional public comments received (item 4)
- Addition of public comment to the No Name Rd. Public Hearing (item 5b)
- Addition of presentation for First Street item (item 6b)
- Addition of Sewer Plant Update memo (item 7b)
- Revised contract with Maul Foster Alongi to add terms and conditions (item 9b)
- Addition of Amendment to Wallis Engineering Contract for Development Services (item 9c)
- Addition of the Fire Department report (item 10e)
- Addition of Letter of Resignation from Councilmember Matthew Knudsen (item 10f)

b) \*\* 12/10 changes include:

- Additional public comments received (item 4)
- Addition of public comments received for the Zettler-Powers Public Hearing (item 5a)
- Additional public comments received for the No Name Rd. Public Hearing (item 5b)
- Addition of law enforcement contract (item 8b)
- Addition of Vouchers (item 12)

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

- a) **Approve 2021 Tourism Funding Award Contracts** - City Administrator Leana Kinley presents the contracts for Tourism funding approved at the November 19th council meeting for council approval for a total amount of \$351,100.
- b) **Skamania County Incarceration Services Agreement** - City Administrator Leana Kinley presents the 2021 contract with Skamania County for Incarceration services for council approval. There are no changes from the 2020 contract.
- c) **Skamania County Mapping Services Agreement** - City Administrator Leana Kinley presents the three-year contract with Skamania County for Mapping Services. The fee schedule is the only change from the previous three-year contract.
- d) **Water Adjustment** - Kristopher and Annie Bennet (meter no. 605300) request a water adjustment of \$68.30 for a leak which they have since repaired.
- e) **Approve WAGAP Contract** - City Administrator Leana Kinley presents the contract with Washington Gorge Action Programs for 2021-2022 services in the amount of \$10,000. There are no changes from the previous two-year contract.
- f) **Wallis Engineering Contract for General Engineering Services** - City Administrator Leana Kinley presents the contract with Wallis Engineering for General Engineering Services on an as-needed basis in the amount not to exceed \$10,000 for council approval.
- g) **\*Approve Stevenson-Carson School District Pool Support Contract** - City Administrator Kinley requests approval of the contract with the Stevenson-Carson School District for prorated pool support in the amount of \$40,000 annually if open, and \$20,000 annually if in soft-close.
- h) **\*Wallis Engineering Contract for Development Engineering Services** - City Administrator Leana Kinley presents the contract with Wallis Engineering for Development Engineering Services on an as-needed basis in the amount not to exceed \$20,000 for council approval.
- i) **Minutes** of November 19, 2020 Council Meeting.

MOTION: To approve consent agenda items a-i.

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

- a) **\*\*COVID-19 Virtual Meeting Protocol for Public Comment:** When submitting public comments, include your name regardless of the manner you are using. Public comments may be provided in one of three ways:

-In writing may be submitted no later than 12:00 PM on the meeting date to be included in the council packet. If sent via email to city council, please also clearly state the comments are to be included in the council packet for the meeting and if you would like them to be read into the meeting minutes.

-By telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerk no later than 4:30 PM the day of the meeting.\*

-By virtual meeting attendance with a link that will be provided to your email upon notification to the City Clerk no later than 4:30 the day of the meeting.\*

\*If you would like to make a public comment by either phone or virtual meeting, you can contact the Clerk at [leana@ci.stevenson.wa.us](mailto:leana@ci.stevenson.wa.us) or by phone at 509-427-5970 no later than 4:30 on the meeting date.

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

- a)** **\*\*Public Hearing Regarding the Zettler-Powers Road Vacation** - City Administrator Leana Kinley presents the staff reports regarding the vacation of a section of city road and easement between tax lots 03073643080000 and 03073643050000 off Impala Drive known as the Zettler-Powers road vacation for public comment and council consideration.
- b)** **\*\*Public Hearing Regarding Vacation of No Name Road** - City Administrator Leana Kinley presents the staff reports regarding the vacation of a section of city road and easement known as "No Name Road" for public comment and council consideration.
- c)** **R3 Zoning Text Amendments** - Community Development Director Ben Shumaker will present the memo and ordinance regarding text amendment changes to the R3 zone for public comment and council discussion.

**6. PRESENTATIONS FROM OUTSIDE AGENCIES:**

- a)** **Skamania County Public Works** - Public Works Director/County Engineer Tim Elsea will update council on building inspection services as per the interlocal agreement.
- b)** **\*First Street Overlook Concepts** - Consultants from WSP will present the conceptual drawings for the First Street Overlook project being constructed next year.

**7. SITUATION UPDATES:**

- a)** **COVID-19 Update** - Mayor Scott Anderson will provide an update on the city's response to the COVID-19 pandemic.

- b) \*Sewer Plant Update** - Public Works Director Karl Russell will provide an update on the Stevenson Wastewater System and the Compliance Schedule.

**8. UNFINISHED BUSINESS:**

- a) Second Reading Ordinance 2020-1168 Regarding 2021 Sewer Rates** - City Administrator Leana Kinley presents ordinance 2020-1168 for a second reading. The rates proposed include a 12.5% increase to the base fees for 2021 as discussed at the November 19th public hearing, during the 2021 budget process and included in the 2021 budget.

MOTION: To approve ordinance 2020-1168 revising the sewer rates [as presented/with changes as discussed].

- b) \*\*Approve 2021-2022 Interlocal Agreement for Law Enforcement** - City Administrator Leana Kinley presents the memo regarding a revised Interlocal Agreement with Skamania County Sheriff's Office for law enforcement services for 2021-2022.

MOTION: To approve the interlocal agreement with Skamania County for law enforcement services as presented.

**9. COUNCIL BUSINESS:**

- a) Skamania County Prosecuting Attorney Agreement** - City Administrator Leana Kinley presents the 2021 contract with Skamania County for Prosecuting Attorney services. There are no changes from the 2020 contract.

MOTION: To approve the interlocal agreement with Skamania County for Prosecuting Attorney services.

- b) \*Approve Contract with Maul Foster Alongi** - Community Development Director Ben Shumaker presents the attached contract with Maul Foster Alongi in the amount of \$3,000 for preparing the Integrated Planning Grant application.

MOTION: To approve the contract with Maul Foster Alongi for preparing the Integrated Planning Grant application for an amount not to exceed \$3,000.

- c) \*Approve Amendment 2 to Wallis Engineering Development Agreement** - Community Development Director Ben Shumaker presents the contract amendment 2 with Wallis Engineering for an additional \$20,000 to cover additional reimbursable development review services for existing projects in process and an extension through June 2021 for council consideration.

MOTION: To approve the contract amendment with Wallis Engineering for Development Services in the amount of \$20,000 for a revised total of \$43,500.

- d) Approve Resolution 2020-374 Setting a Date for a Public Hearing on a Road Vacation -** City Administrator Leana Kinley requests approval of Resolution 2020-374 setting the date of January 21, 2021 for a public hearing regarding the vacation of a section of city road and easement known as "Iman Cemetery Road." Their petition, associated maps and resolution are included in the council packet.

MOTION: To approve Resolution 2020-374 fixing a public hearing date for the Iman Cemetery Road vacation.

- e) Discuss Committee Appointments -** Mayor Scott Anderson presents the attached 2021 draft committee and board appointments for council discussion.

- f) Discuss Social Media Conduct -** City Administrator Leana Kinley presents the memo regarding social media conduct for council discussion.

#### **10. INFORMATION ITEMS:**

- a) Financial Report -** City Administrator Leana Kinley presents the Treasurer's Report and year-to-date revenues and expenses through November 2020.

- b) Chamber of Commerce Activities -** The report presented describes some of the activities conducted by Skamania County Chamber of Commerce in November, 2020.

- c) Sheriff's Report -** The Skamania County Sheriff's report for activity within Stevenson city limits for November, 2020 is presented for council review.

- d) Planning Commission Minutes -** Minutes from the 11/9/20 Planning Commission meeting is presented.

- e) \*Fire Department Report -** The Stevenson Fire Department's report for November, 2020 is presented for council review.

- f) \*Councilmember Matthew Knudsen Resignation -** The letter of resignation from councilmember Matthew Knudsen is enclosed.

#### **11. CITY ADMINISTRATOR AND STAFF REPORTS:**

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

#### **12. VOUCHER APPROVAL:**

- a) \*\*November 2020 payroll & December 2020 AP checks have been audited and are presented for approval. November payroll checks 14779 thru 14786 total \$96,235.62**

which includes EFT payments. December AP checks 14811 thru 14862 total \$226,167.53 and includes EFT payments and checks. The AP check register with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

**13. MAYOR AND COUNCIL REPORTS:**

**14. 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.]*

**15. ADJOURNMENT** - Mayor will adjourn the meeting.

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*UPCOMING MEETINGS AND EVENTS:*

- December 14, 2020 Planning Commission Meeting
- December 24, 2020 Christmas Eve-City Offices Closed
- December 25, 2020 Christmas-City Offices Closed
- January 1, 2021 New Years Day-City Offices Closed
- January 11, 2021 Planning Commission Meeting
- January 18, 2021 Martin Luther King Jr. Day-City Offices Closed
- January 21, 2021 Council Meeting Public Hearings
  - Iman Cemetery Road Vacation
  - Banning Use of Fireworks in City Limits

2021 Tourism Funding Summary

Summary of Amounts Requested, Recommended, and Approved by City Council

Revised 11-5-20

Entity	2013 Apprv'd	2014 Apprv'd	2015 Apprv'd	2016 Apprv'd	2017 Apprv'd	2018 Apprv'd	2019 Apprv'd	2020 Apprv'd	2021 Reqst'd	2021 Recom'd	2021 Apprv'd
CC Chamber of Commerce	80,000	80,000	85,000	85,000	85,000	90,000	90,000	90,000	90,000	90,000	90,000
CC Chamber - Promotional Programs (SBA)	98,000	88,000	88,000	85,000	85,000	85,000	85,000	85,000	80,000	80,000	80,000
Waskamania County-Fair & Timber Carnival	4,000	4,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Waskamania Co-Col. Gorge Bluegrass Festival	9,000	9,000	10,000	10,000	10,000	10,000	10,000	7,000	10,000	10,000	10,000
Waskamania Co-Fourth of July									7,500	7,500	7,500
Columbia Gorge Interpretive Center	45,000	50,000	55,000	65,000	55,000	55,000	55,000	55,000	68,500	55,000	55,000
CC Senior Services - Weekend Transit	-	1,250	1,250	2,500	2,500	2,500	1,250	2,000	2,000	2,000	2,000
Columbia Gorge Outrgr Races & Wildside Relay	SBA	4,500	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
CCOTG Kiteboarding Festival	SBA	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Stevenson Farmers Market	-	-	1,765	not apply for	1,765	2,000	2,000	2,000	3,000	3,000	3,000
CCDA - Stevenson Main Street Program	-	-	-	10,000	30,000	25,000	40,000	55,000	65,000	65,000	65,000
Stevenson Waterfront Music Festival	-	-	-	3,400	3,400	2,000	2,000	3,000	3,000	3,000	3,000
Walking Man-21st Anniversary Event		-	-	-	3,800	2,000	2,000	2,500	5,200	5,200	5,200
Waskamania County Fair Board-GorgeGrass						8,000	8,000	6,000	4,000	4,000	4,000
CCGTA-RARE Funding						2,500	2,500	2,500	5,000	5,000	5,000
Waskfest	1,000	2,000	N/A	2,000	-	1,000		-	5,000	-	-
Pirate Festival <sup>1</sup>									16,800	8,400	8,400
<b>Total</b>	<b>468,370</b>	<b>283,420</b>	<b>495,085</b>	<b>335,700</b>	<b>358,615</b>	<b>348,617</b>	<b>647,517</b>	<b>558,250</b>	<b>378,000</b>	<b>351,100</b>	<b>351,100</b>

Note 1: The award can only be used for marketing and promotion and cannot be used for staff time.

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **SKAMANIA COUNTY CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as “Chamber.”

### Recitals

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

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

1. **Performance.** The Chamber will perform the work set forth on the Scope of Work attached hereto as **Exhibits “A”, “B”, and “C”** which are incorporated herein by reference with the understanding that the work described in Exhibits B and C is designed to be a separate product that, if mutually agreed upon, could be transferred to a third party for administration.
2. **Completion.** The Chamber shall complete the services to be performed under this agreement on or before December 31, 2021.
3. **Term.** The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. **Payment**
  - a. In consideration of the work to be performed as described in Exhibit A, the City will pay the Chamber the total sum of **Ninety Thousand Dollars (\$90,000)**. As described in Exhibit A, the Chamber will submit a request for payment and a report of work completed every (30) thirty-days. Upon receipt of each satisfactory work report, the City will pay the Chamber one-twelfth (1/12) of the total deliverable **Ninety Thousand Dollars (\$90,000)** under Exhibit A or Seven Thousand Five Hundred and 00/100 (\$7,500.00). After written notice to the Chamber, the City may withhold payment if the Chamber cannot demonstrate



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

- b. The Chamber is authorized to administer funds to perform City of Stevenson Promotional Programs as described in Exhibits B and C attached hereto. Upon receipt and approval by the City of an itemized billing for such work, or part thereof, the City will pay the Chamber on a reimbursement basis. Total payments from the City to the Chamber for the work described in Exhibits B and C will not exceed **Eighty Thousand Dollars (\$80,000.00)**. In the event the Chamber and the City mutually agree that the deliverables specified under Exhibits B and C could be transferred to a third party for administration, this contract shall be amended. The City may withhold payment if the Chamber cannot demonstrate to the City's satisfaction substantial compliance with the terms of Exhibit B and Exhibit C. Failure to submit satisfactory work reports demonstrating substantial compliance with Exhibit B and Exhibit C shall be considered a breach of this agreement, and the City will be excused from further performance hereunder.
  - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by the Chamber to the City before final payment under this contract is made.
5. **Termination and Waiver.** Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. **Financial Records.** The Chamber shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. **Status of Chamber.** It is hereby understood, agreed and declared that the Chamber is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that the Chamber may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if the Chamber chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** The Chamber shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees

incurred by the City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement. The Chamber further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by the Chamber's employees, agents, contractors, subcontractors or other representatives.

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

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

contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and appeal.

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

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

**CITY OF STEVENSON**

**SKAMANIA COUNTY  
CHAMBER OF COMMERCE**

By \_\_\_\_\_  
Scott Anderson, Mayor

By \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City Attorney

## **Exhibit A – SCOPE OF WORK**

### **Skamania County Chamber of Commerce serving as Destination Marketing Organization & Visitor Information Services**

- 1) Considering that tourism is currently Skamania County’s main economic driver, one of the important function of the Chamber is to promote Skamania County as a tourism destination, enhance the visitor experience and increase overnight stays. The Chamber will answer visitor requests by phone, mail, e-mail and in person. Fulfillment materials will continue to be produced.
- 2) Staff the Visitor Information Center with paid employees, year-round five days a week. In addition, the center will be open seven days a week from Memorial Day through Labor Day. In 2021 we plan to start a volunteer program to staff our satellite visitor center at the Bridge of the Gods, open from Memorial Day through Labor Day, Friday through Sunday.
- 3) Maintain counts of visitor contacts by category and, where possible, evaluate effectiveness of various promotional approaches.
- 4) One-time cost of approximately \$2,000 for a display ad in the Official Washington State Visitors Guide promoting Skamania.
- 5) Maintain and advertise our toll-free phone number.
- 6) Advertise and maintain Chamber website including enhanced search engine optimization, trip itineraries and adding new images.
- 7) Assist with planning and execution Logtoberfest in Home Valley.
- 8) Organize, plan and execute Gorge Blues & Brews Festival and Christmas in the Gorge in Stevenson.
- 9) Create comprehensive marketing plans for both the Chamber and the City of Stevenson.
- 10) Handle all promotional programs for City of Stevenson tourism.
- 11) Attend trade shows promoting Skamania County as a tourist destination.
- 12) Sponsor, assist with content and distribute 2021 Skamania County Visitors Guide, magazine-size publication showcasing Skamania County.
- 13) Update the Skamania County “Lure” brochure with the Accommodations Guide (listing all hotels, motels and campgrounds), Dining Guide and Calendar of Events and distribute at locations throughout Washington and Oregon.
- 14) Update databases on local recreation, goods and products such as guide services, gift items, hiking trails, family activities and campgrounds in the region.
- 15) Distributed visitor and relocation packets in response to requests.
- 16) Continue to work closely with state, regional and national tourism organizations:
  - a. Columbia River Gorge Tourism Alliance
  - b. Washington State Destination Marketing Organizations Association (WSDMO)
  - c. Washington Tourism Alliance

- 17) Respond to inquiries from travel writers with suggested story ideas.
- 18) Assist Columbia River Gorge Tourism Alliance, Carson Hot Springs Resort and Skamania Lodge with FAM (familiarization) press tours visiting Stevenson and Skamania County.
- 19) Work with Skamania Lodge on co-op marketing projects and cross promotion on social media.
- 20) The Chamber will assist event coordinators from the County, private organizations and local business associations in the planning, production and advertising of the many county-wide events.
- 21) Sell event tickets for events hosted by other local associations as requested.
- 22) Place a two-page ad placement within the 'Columbia Gorge Visitors Guide'. Participation in this regional guide offers our local businesses a competitively priced four-color cooperative advertising opportunity.
- 23) Continue to promote the Columbia Gorge Interpretive Center Museum, the Gifford Pinchot National Forest, Mt. St. Helens Volcanic Monument and Pacific Crest Trail as major attractions in Skamania County.
- 24) Work with the local organized business associations in Skamania County.
- 25) Operate a retail center in the Chamber office selling maps, NW Forest Passes, hiking guide books and local history books.

## Exhibit B

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

- Serve on Stevenson Downtown Association board of directors and promotion committee.
- Assist Stevenson Downtown Association director as necessary and requested.
- Work closely with NB Marketing on marketing campaign updates, website enhancements, social media posts and paid ads, display ad creation and placement, promotional campaigns, etc.
- Administer the Stevenson Facebook page. Post regular updates, notices, photos and items of interest.
- Manage Facebook pages for Stevenson events; Gorge Blues and Brews Festival and Christmas in the Gorge.
- Maintain Stevenson promotional website with current business information.
- Cooperate with NB Marketing on the “Fall Hike the Gorge” campaign, soliciting Stevenson businesses to provide discounts to hikers over one weekend in October.
- Worked cooperatively with Skamania Lodge on seasonal marketing projects including radio and print.
- Order placement of Stevenson display ads in regional guides and publications.
- Chamber staff leads the working committee to organize Gorge Blues & Brews Festival. Handle all aspects of marketing and promotion, volunteer organization, security scheduling, bookkeeping and many other tasks.
- Organize “Christmas in the Gorge” event including Arts and Crafts Bazaar, Starlight Parade and Courthouse tree lighting.
- Revise Stevenson downtown map several times as new businesses open and others close. Order printing of map many times throughout the year.
- Update the tall kiosk maps on downtown lampposts, order new signs and schedule placement.
- Worked with event planners on date changes and/or re-design of kiosk diebond signs.
- Provide maps, guides and information to “Queen of the West”, “American Pride” and “American Empress” crews for distribution on board.
- Created Shop Local campaign and promotions.
- Compile information for registration packets for various groups at Skamania Lodge and those holding events at Skamania County Fairgrounds.
- Administer the Stevenson Bucks program.
- Organize and hold SBA meetings including creation of agenda, scheduling presentations, etc.
- Manage the SBA financial accounts including receivables and payables.

- Gorge Blues & Brews Festival takes place the Saturday after Father's Day in June. Attendance is measured by on-line registration, occupancy counts at lodging properties and local campgrounds and beer/wine glass counts. By creating a two-day event, overnight stays have increased accordingly. The amount allocated within this request of \$9,000 represents approximately 20% of the entire event budget. Chamber staff leads the event coordination and promotion, including but not limited to:
  - Print advertisement design and placement
  - Website updates
  - Social media (i.e., Facebook) updates and regular postings
  - Banner, signs and poster design
  - Diebond sign update and installation
  - Coordinating breweries, wineries and food vendors
  - Contract with bands, sound and staging companies
  - Arrange for security staff, parking attendants, clean-up staff
  - Order all supplies and rental equipment
  - Sponsorship solicitation
  - Financial administration
  - Volunteer recruitment and scheduling
- Christmas in the Gorge is an event designed to increase visitation to Stevenson during the holiday season. With activities offered Friday through Sunday, overnight stays are encouraged. Attendance is determined by occupancy counts at lodging properties, physical counts at various activities, website statistics and social media interaction. \$5,000 provided by hotel/motel funds represents approximately 50% of the total budget. The Chamber manages event coordination and promotion of Christmas in the Gorge, including but not limited to
  - Print advertisement design and placement
  - Website page creation
  - Social media (i.e., Facebook) updates and regular postings
  - Diebond sign installation
  - Working with local artist on annual event poster, printing and distribution
  - Creation of Christmas in the Gorge festivities schedule and distribution through Pioneer, schools, etc.
  - Schedule small tree lighting ceremony
  - Organization of Starlight Parade
  - Organization of downtown business decorations and contest
  - Organization and execution of crafts bazaar
  - Organization of weekend schedule of activities
  - Scheduling of entertainment, i.e., carolers, artists, etc.
  -

# Exhibit C

## City of Stevenson 2021 Promotional Programs Budget (Draft)

<b>Program 1</b>	<b>Stevenson Street Enhancement</b>	
A	Kiosk – tall images	\$ 500
B	Kiosk – diabond	500
C	Kiosk – diabond maintenance/service	<u>1,500</u>
	<b>Sub-Total</b>	<b>\$ 2,500</b>
<b>Program 2</b>	<b>Promotional Products &amp; Projects</b>	
A	Stevenson Map – update	\$ 500
B	Stevenson Map - printing	2,000
D	Stevenson Advertising Campaign	
	D1 - Website (hosting, updates, webcams, maint.)	6,000
	D2 – Marketing Contract (NB Marketing)	12,000
	D3 – Boosting (paid social media ads)	1,200
	D4 – Press Releases	3,000
	D5 – Ad Placement	7,000
	D6 – Photos	1,300
	D7 – Other (promotional products, postage, misc.)	3,500
E	Wind River Publishing Advertisements (BHSR, Skamania Lodge, BWCRI, CMHS, Visitors Guide)	4,000
F	Skamania Lodge Co-Op Marketing Projects	<u>13,000</u>
	<b>Sub-Total</b>	<b>\$ 53,500</b>
<b>Program 3</b>	<b>Stevenson Business Association Event Program</b>	
A	Gorge Blues & Brews Festival	\$ 9,000
B	Christmas in the Gorge	<u>5,000</u>
	<b>Sub-Total</b>	<b>\$ 14,000</b>
<b>Program Time Management</b>		
	285 hours at \$35 per hour	<u>\$ 10,000</u>
	<b>TOTAL</b>	<b>\$ 80,000</b>



**INTERLOCAL AGREEMENT BETWEEN  
SKAMANIA COUNTY AND THE CITY OF STEVENSON  
FOR PROMOTION AND OPERATION OF EVENTS IN STEVENSON  
TO ATTRACT TOURISTS - 2021**

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of December, 2020 between Skamania County, a municipal corporation, hereinafter referred to as “**COUNTY**”, and the City of Stevenson, a municipal corporation, hereinafter referred to as the “**CITY**” for purposes hereinafter mentioned:

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

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

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

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

1. Performance: The County shall design and conduct promotion for tourist events/festivals as described on Exhibit A, and operate said events,
2. Completion: All work shall be completed by December 31, 2021. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, the County, must submit to the City a completed copy of the Lodging Tax Report for each of the events described in Exhibit A. Final payment on the contract will be withheld until receipt of report.
3. Term: The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse the County up to \$22,500 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. The Tourism Funding Expenditure Report required by section 2 above shall be submitted before final payment under this contract is made.
5. Default: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

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

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

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

by the losing party for its court costs and reasonable attorney costs and fees.

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

16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2021 or sooner as provided in paragraph 6.0 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for event promotion and operation.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6.0 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

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

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

**CITY OF STEVENSON**

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

\_\_\_\_\_  
City of Stevenson, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
APPROVED AS TO FORM:  
Prosecuting Attorney

**EXHIBIT A**  
**Tourism Promotional and Event Operation Services**

<b>Skamania County Fair &amp; Timber Festival</b>	<b>\$ 5,000</b>
<b>Columbia Gorge Bluegrass Festival</b>	<b>\$ 10,000</b>
<b>Fourth of July Fireworks</b>	<b><u>\$ 7,500</u></b>
<b>Total Award:</b>	<b><u>\$ 22,500</u></b>

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

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the Columbia Gorge Interpretive Center Museum, hereinafter referred to as “Interpretive Center” or “Museum”.

### Recitals

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

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

1. Performance & Payment. The Interpretive Center will perform the work as described in Exhibit A and submit requests for payment within forty-five days of each accepted and audited task. The maximum amount to be reimbursed under this agreement is \$55,000 as further described in Exhibit A. Final invoice for this agreement must be received by the City on or before **January 12, 2022**.
2. Completion. The Interpretive Center shall complete the work to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

5. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Payment for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
6. Status of Interpretive Center. It is hereby understood, agreed and declared that Interpretive Center is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
7. Insurance and Liability. The Interpretive Center shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

The Interpretive Center further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the city harmless from any claims made against the City by the Interpretive Center's employees, agents, contractors, subcontractors or other representatives.

8. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
9. Ownership of Work Product. All cards, brochures, pamphlets, maps, displays, and any other thing or idea created or produced by Interpretive Center pursuant to this agreement shall be and remain the property of Interpretive Center.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
11. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
12. Costs and Attorney Fees. If either party shall be in default under this contract, the non defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto

institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

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

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

**CITY OF STEVENSON:**

**COLUMBIA GORGE INTERPRETIVE CENTER:**

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Robert Peterson, Executive Director

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



**EXHIBIT A**  
**Columbia Gorge Interpretive Center 2021 Tourism Funding**

Task A: Advertising and Promotion

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

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

Other promotional activities may include radio and television spots, press releases, posters, fliers, post cards, maintenance costs of social media sites, attendance at tourism conferences where the museum would be promoting visits to its facilities, and signage along SR-14 and I-84.

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

Task B: Sponsoring of special events

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

- Silent Auction and Dinner
- Anniversary Event
- Car Show
- December Sing-a-Long

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

Task C: Marketing and Administration

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

**Other Deliverables**

1. Interpretive Center shall plan and operate the above events as described on Tourism Funding Application Form submitted by Interpretive Center for these events, incorporated herein by reference.
2. Interpretive Center will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All state-required reports are to be submitted before final payment under this contract is made.
3. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
4. The Tourism Advisory Committee (TAC) is interested in the long-term success of the Museum. The TAC understands that generally museums are dependent on sponsorships, grants, endowments, and other gifts to maintain fiscal stability. The TAC will be

requesting a brief report on the Museum's success at acquiring private and public funding support outside of ticket sales.

5. The City of Stevenson must be identified in all promotional activities – this can be accomplished by simply indicating the museum's location in Stevenson, WA. Whenever possible and/or appropriate the Stevenson Business Associations' Promotional Website ([cityofstevenson.com](http://cityofstevenson.com)) should be listed on any promotion pieces.

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

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

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

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

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

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

1. Skamania County Senior Services shall:
  - a. Design and conduct promotion for and operation of the County transportation service to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2020 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.
  - b. Complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Term: The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
3. Completion: All work shall be completed by December 31, 2021.
4. Payment:
  - a. The sum to be paid shall not exceed \$2,000 and will be reimbursed as described in Exhibit “A” and as follows.
  - b. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - c. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
5. Default: Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any

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

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

Skamania County Senior Services further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Skamania County Senior Services employees, agents, contractors, subcontractors or other representatives.

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

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

16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2021 or sooner as provided in paragraph 6 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County Senior Services for certain tourism services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of the Tourism Promotion Fund Budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraphs 5 and 6 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing: Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

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

**CITY OF STEVENSON:**

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM ONLY:

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

\_\_\_\_\_  
Skamania County Prosecuting Attorney

## **EXHIBIT A**

### **Tourism Promotional Services**

#### **DELIVERABLES:**

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2021 Tourism Funding Application form submitted by Skamania County Senior Services attached hereto as Exhibit B and incorporated herein by reference.

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

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

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



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

**Organization/Agency Information**

Skamania County Senior Services 91-6001363  
Organization/Agency Federal Tax ID Number

Sophie Miller  
Contact Name

PO Box 369 Stevenson, WA 98948  
Mailing Address

509-427-3985 miller@co.skamania.wa.us  
Phone Email

Dog Mountain Shuttle  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 2000.00

**Supplemental Questions**

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

**1. Describe your Tourism-Related Activities, Event or Facility:**

*Skamania County Senior Services (SCSS) provides a Dog Mountain Shuttle during peak wildflower season from mid-April through June. This shuttle provides transportation from Stevenson to the Dog Mountain trailhead Saturdays and Sundays as this is the busiest time of year for the hike. The shuttle was devised to alleviate congestion at the trailhead and address safety concerns from overflow illegal parking along the highway. The goal is to increase visitor safety and promote tourism for Stevenson. Visitors will have access to local maps, business guides (shops, restaurants & food carts) and promotion of the town through bus drivers.*

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

*The Dog Mountain shuttle would begin mid-April and go through June 2021. The shuttle will be stationed at the fairgrounds parking lot and pass through Stevenson on the way to Dog Mountain. This will allow riders to preview the town and see what it has to offer.*

**3. Identify your top 5 sources of Revenue:**

1.	Transit Fares	\$ 3,000
2.	City of Stevenson Lodging Tax	\$ 2000
3.	Skamania County Lodging Tax	\$ 2000
4.	Skamania County	\$ 3,000
5.	Federal Lands Access Program/BNSF Grants	\$ 20,000

**4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.**

*Dog Mountain trailhead is managed by the US Forest Service and SCSS partners with them to help alleviate the parking problems. The USFS is looking into alternative measures at the trailhead but until then the shuttle works to help visitors access the trail. The county is unable to cover 100% of the cost. We look to partner with grantors and other agencies to provide financial support for this program.*

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

*SCSS partners with local agencies such as the Skamania County Chamber of Commerce, The Friends of the Columbia River Gorge, Hood River Chamber of Commerce, Gorge Translink and the US Forest Service to assist with marketing and promoting of the Dog Mountain Shuttle.*

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

*The Dog Mountain Trailhead attracts visitors from all over the Pacific Northwest during the peak wildflower season. Providing the shuttle from Stevenson promotes visitors to come to Stevenson and access all the amenities the town has to offer. SCSS informs Skamania Lodge about the shuttle services and our transit bus drivers are trained to promote local business and tourism in the area.*

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

1. 80 \_\_\_\_\_ Staying overnight in paid accommodations.
2. 20 \_\_\_\_\_ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 1000 \_\_\_\_\_ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 100 \_\_\_\_\_ Attend but are not included in any one of the categories above.
5. 1500 \_\_\_\_\_ Estimated number of participants in any of the above categories that attend from another state or country.

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

*SCSS has a very strong relationship with Skamania County Chamber of Commerce. They are an integral part of the Dog Mountain Shuttle. We rely on them for their support and ability to promote and outreach for the shuttle. We also work with the chamber of commerce in Hood River for the same purposes of promoting the shuttle. The Skamania County Pioneer Newspaper usually publishes an article about the shuttle and we would also advertise on our county website and our Facebook page. Parks & Rec for Skamania County would also advertise on their Facebook page.*



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

*N/A*

**10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?**

*In past years local businesses have partnered with the US Forest Service to offer discounts when hikers/riders show their permits (ride bracelets) at participating businesses. We offer visitor material on the busses from the chamber, local maps and word-of-mouth from our drivers promoting business.*

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

**12. Sign and date your proposal.**

*Amanda Hertel*

Signature

*Amanda Hertel*

Printed Name

*10/19/20*

Date

*You may attach additional information to help the Tourism Advisory Committee evaluate your proposal. If multiple activities are planned, please submit a separate application for each activity.*

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and JD Davies, dba Waterwalker / Gorge Outrigger Races, hereinafter referred to as “**Gorge Outrigger Races**”.

### Recitals

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

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

1. Performance. Gorge Outrigger Races will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Gorge Outrigger Races will plan and operate the Gorge Outrigger Races as described on Exhibit A, incorporated herein by reference.
  - b. Gorge Outrigger Races will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Gorge Outrigger Races will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse Gorge Outrigger Races up to \$5,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
  6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
  7. Financial Records. Gorge Outrigger Races shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
  8. Status of "Gorge Outrigger Races". It is hereby understood, agreed and declared that Gorge Outrigger Races is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
  9. Insurance and Liability. Gorge Outrigger Races shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
Gorge Outrigger Races further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Gorge Outrigger Races employees, agents, contractors, subcontractors or other representatives.
  10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
  11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
  12. Equal Opportunity and Compliance with Laws. Gorge Outrigger Races shall not discriminate against any employee employed under this agreement because of race, color,

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

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

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

**CITY OF STEVENSON**

**Gorge Outrigger Races**

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
JD Davies, Owner

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

OCT 15 2019



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Waterwalker 516-72-4033  
Organization/Agency Federal Tax ID Number

JD Davies  
Contact Name

Box 1038 Carson, Wa 98610  
Mailing Address

541-400-0187 jd@nwoutrigger.com  
Phone Email

Gorge Outrigger Canoe Race  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 5000.00

Supplemental Questions

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

1. Describe your Tourism-Related Activities, Event or Facility:

The Gorge Outrigger Canoe Race is the largest outrigger event in all of the pacific northwest.

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

To continue to host the largest outrigger canoe event int he northwest on July 11th, 2020.

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

---

NA

---

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?  
A number of businesses claim to have their best weeks of the summer during the outrigger events.


---

Restaurants stay open later on that weekend to accomidate the paddlers. A&J donates all of the lunches for the staff and volunteers along with ice and water.

---

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

	JD Davies	10/14/19
Signature	Printed Name	Date

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

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

3. Identify your top 5 sources of Revenue:

1. Our only source is the paddler registration fees	\$ 31,035.00
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

No. We would need a title sponsor that wanted to come on board.

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

We always include Stevenson, Wa. on our event shirts, hats, posters and website.

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

Many of our competitors and their families and friends will stay in the Stevenson area for the week leading up to the outrigger event and also stay on for the following week long event held here in the Gorge.

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

1. 600 Staying overnight in paid accommodations.
2. 10 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 60 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 50 Attend but are not included in any one of the categories above.
5. 300 Estimated number of participants in any of the above categories that attend from another state or country.

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

By consulting with the Chamber and the Business Association. We also partner with PNW-ORCA (Pacific NW Outrigger Racing Canoe Association) along with CORA (Canadian Outrigger Racing Association)

Revenue from Gorge Outrigger Race in 2019.....31,035.00

=====

Personal salaries.....9,850.00

Administration / Permits.....3,200.00

Marketing / Promotion.....6,500.00

Travel.....2,100.00

Consultants / Awards.....2,900.00

PRM Insurance.....2,055.00

Event meals.....1,200.00

PNW-ORCA Race Fees.....3,230.00

=====

Roughly 16% of the budget is covered with TAC funds.



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

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

The paddlers race in 6-person outrigger canoes, which are 45' long and weigh 400 lbs, along with the new Unlimited canoes which weigh under 150 lbs. In 2020, first the ladies will race from Stevenson to Drano Lake, then the men will race from Drano Lake to Bingen, making this a downwind event.

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

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Tony Bolstad**, dba Bridge of the Gods Kiteboarding Festival, hereinafter referred to as “BOTG Kiteboarding Festival”

### Recitals

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

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

1. Performance. BOTG Kiteboarding Festival will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. BOTG Kiteboarding Festival will plan and operate the Bridge of the Gods Kiteboarding Festival as described on Exhibit A, incorporated herein by reference.
  - b. BOTG Kiteboarding Festival will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. BOTG Kiteboarding Festival shall complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Payment.
  - a. The City will reimburse BOTG Kiteboarding Festival up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.

4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
5. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
6. Financial Records. BOTG Kiteboarding Festival shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. Status of "BOTG Kiteboarding Festival". It is hereby understood, agreed and declared that BOTG Kiteboarding Festival is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
8. Insurance and Liability. BOTG Kiteboarding Festival shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
BOTG Kiteboarding Festival further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by BOTG Kiteboarding Festival employees, agents, contractors, subcontractors or other representatives.
9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
11. Equal Opportunity and Compliance with Laws. BOTG Kiteboarding Festival shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, BOTG Kiteboarding Festival shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

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

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

CITY OF STEVENSON

BOTG Kiteboarding Festival

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Tony Bolstad, Owner

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



Exhibit A

*City of Stevenson*  
**TOURISM FUNDING APPLICATION FORM**

**Organization/Agency Information**

Bridge of the Gods Kite Festival  
Organization/Agency

EIN- 46-5476510  
Federal Tax ID Number

Rachel Callahan  
Contact Name

12 Buck Run Stevenson WA 98648  
Mailing Address

209-559-1952  
Phone

rachelcallahanbotg@gmail.com  
Email

Bridge of the Gods Kite Festival/ Competition/ East Point Kite Beach Stevenson Water Front.  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 3,000

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:

Bridge of the Gods is a Kiteboarding Festival and Competition. We hold a Youth Freestyle competition ages 8-18, and a downwind race from Stevenson WA to Hood River OR. This brings people in from Hood River, Portland, Vancouver, Florida, Canada, Mexico, Dominican Republic, Europe and many more exotic places. We host local food vendors, promote local businesses through raffles and our prize pool offers many things including local lessons.

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

BOTG is a 3 day amateur kiteboarding competition. The amateur event will be in its 20th year and is the longest running kiteboarding comp in North America. Amateurs from 10 countries and 3 continents have competed in this event. This coming year we are emphasizing the future of the community by promoting the youth of the sport. BOTG is going back to its roots, and bringing families and youth into the fun filled competition. The Blowout Race from Stevenson to Hood River has begun to grow in numbers. We had 64 competitors this year for the iconic downwind race. Dates are 7, 8, and 9 of August 2020. We spend \$5,000 in ads.

## 3. Identify your top 5 sources of Revenue:

1. Sponsorship Donations	\$ 2,700
2. Selling of Merchandise	\$ 500
3. Registration Fees	\$ 6,000
4. City Funding	\$ 3,000
5.	\$

## 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

BOTG obtained tax exempt status in 2015 which allows us to approach many higher level sponsors such as Subway, Subaru, and Patagonia that were previously not able to participate in our event. Eventually obtaining one of these larger entities will allow us to be more self-funded. We are still working to gain more funds from these types of sponsors and our goals are set high.

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

We place ads in kiteboarding magazines such as The Kiteboarder, online ads at ikitesurf.com and the local kite forum NWkite. Our main outlet for advertising is through our social media account on Facebook @BOTGkitefestival where we send updates, news, photos, and videos to our 300+ followers with easy to find contact info and event history. We place posters at restaurants, bars and sporting good retailers in Stevenson, Hood River, The Dalles, Tourtdale and Gresham. We generally spend \$5,000 in ad costs each year.

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

Our 3 day event attracts 200 to 300 spectators each day of the event, of which 90% are from out of town. Only about 10% generate overnight stays in Stevenson and Skamania County during the event but they all generate traffic at the local restaurants, bars, grocery store and gas station. Many people of the event return on an annual or regular basis to enjoy the Stevenson amenities and waterfront, many of which would not have known of Stevenson without the kite festival. We also draw a large portion of the Hood River locals to the Stevenson area.

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

1. 20 Staying overnight in paid accommodations.
2. 25 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 150+ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 50 Attend but are not included in any one of the categories above.
5. 50 Estimated number of participants in any of the above categories that attend from another state or country.

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

We have worked with the Chamber in the past to list our event on their website and to provide flyers and other information about the event to them. We need to improve our communications through the chamber to reach out to other members to try and get them involved in promoting our event and to help participate in the activities surrounding the event. We hope to get more locals involved in the kite community and in the sport in general. We are so lucky to have such amazing conditions in this beautiful city which we all share and love.

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

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10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?  
We bring people from out of town and showcase our waterfront facilities and local businesses. BOTG Kite Fest creates a direct boost in economic activity the weekend of the event and indirectly develops additional visitors and activity throughout the summer and shoulder season months

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

Rachel Callahan	Rachel Callahan	11/05/19
Signature	Printed Name	Date

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

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

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Stevenson Farmers’ Market, a 501(c)(3) organization, hereinafter referred to as “Stevenson Farmers’ Market”.

### Recitals

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

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

1. Performance. Stevenson Farmers’ Market will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Stevenson Farmers’ Market will plan and operate a Farmers’ Market as described on Exhibit A, incorporated herein by reference.
  - b. Stevenson Farmers’ Market will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Stevenson Farmers’ Market shall complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse Stevenson Farmers’ Market up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**



- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
  6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
  7. Financial Records. Stevenson Farmers' Market shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
  8. Status of "Stevenson Farmers' Market". It is hereby understood, agreed and declared that Stevenson Farmers' Market is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
  9. Insurance and Liability. Stevenson Farmers' Market shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
Stevenson Farmers' Market further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the city harmless from any claims made against the City by Stevenson Farmers' Market employees, agents, contractors, subcontractors or other representatives.
  10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
  11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
  12. Equal Opportunity and Compliance With Laws. Stevenson Farmers' Market shall not discriminate against any employee employed under this agreement because of race, color,

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

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

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

CITY OF STEVENSON

STEVENSON FARMERS' MARKET

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Pharaoh Lappin, Director

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



*City of Stevenson*  
***TOURISM FUNDING APPLICATION FORM***

**Organization/Agency Information**

Stevenson Farmers' Market 27-0536918  
Organization/Agency Federal Tax ID Number

Pharaoh Skinner  
Contact Name

Po Box 1222 Stevenson, WA 98648  
Mailing Address

509-427-4707 Farmers.Market.Stevenson@gmail.com  
Phone Email

The Stevenson Farmers' Market  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 3000

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:  
The Stevenson Farmers' Market (SFM) is an association of independent local farmers and crafters operating under the 501c3 umbrella of Community Enrichment for Klickitat County (CEKC). Its mission is to enhance the quality of life in Skamania County by providing access to fresh, locally grown produce for all income levels, provide alternative marketing opportunities to local agricultural and cottage industries, foster food education, and social gathering/interaction within our community. The market's services function to attract and retain visitors, promote exploration of our city and foster a sense of community friendliness. SFM is an ongoing activity operating from mid June through mid October each year.
2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

RiverTalk Weekly hosted the Market’s full page ad for 23 weeks in 2020 totaling \$23,000 of sponsored advertising. While they really stepped it up for our waterfront move, we can expect something similar in 2021. We are placing a ¼ page ad in the Skamania Visitors Guide for \$600 and a Portland Classical radio ad that will run twice a week for 10 weeks for \$800. A few Pioneer ads will be placed for \$300. We also have a facebook budget of \$100 to boost posts about upcoming market events which reach into the Portland and Vancouver area. We will have our signs up at either end of town for as many weeks as the city allows with its one event signage at a time restrictions. These signs serve to get visitors returning to our great city for our community farmers market. Each Saturday we place sandwich board at various intersections directing traffic towards the market as its running and yard signs in the courthouse lawn that state the “Waterfront Farmers’ Market NOW” for passersby.

3. Identify your top 5 sources of Revenue:

1. Sponsorships	\$4795
2. Lodging Tax Grant	\$3000
3. Credit Card transactions	\$2500
4. Booth Fees	\$2015
5. Memberships	\$1065

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. As a Non-Profit we will always use a large portion of our time seeking funding from Sponsors, Donations and Grants like this one, in addition to the Vendor Fees and memberships. We will continue to invest in promotional fundraising opportunities like offering Stevenson Farmers Market Tshirts. Each year we grow this grant represents a smaller portion of our budget. In 2015 we were awarded 1750 and it represented 30% of our budget. Today we are asking for \$3,000 and that will be 21% of our 2021 revenue budget.

5. Describe your plans for advertising and promoting your proposed activity or facility. In 2020 we moved to the waterfront and allocated 51 times more funds to advertising than years prior.. We saw how valuable advertising really is. With our new move we had an increase of 64% more sales than the year prior and 66% increase in customers. All of this during the covid scare and two weeks closed due to wildfire smoke. Much of this must be accredited to RiverTalk Weekly being the markets lead sponsor for the past two years. They host the markets flier and various announcements and throughout our season without missing a week. We will continue this relationship for the 2021 season and they will host our ad each week for no less than 25 weeks to be distributed widely at over 100 locations in Camas, Washougal and Skamania County. 2021 will be the first year we have placed an ad in the Skamania Visitor Guide and the Skamania Lodge. In an attempt to attract the Portland Weekend visitors we will be running ads on All Classical radio Station during the spring and summer months of 2021.

6. Explain how your activity or facility will result in increased tourism and overnight stays. The Stevenson Farmers’ Market provides a regular, ongoing event to draw area visitors into the city of Stevenson that will enhance and expand their stay. It encourages tourists to explore the Port’s new improvements to the waterfront, surrounding stores and restaurants. The presence of an open, friendly market with unique and diverse products can influence visitors to lodge in Stevenson as opposed to other Gorge communities. A growing number of visitors are selecting their destinations based on the ability to provide foods meeting their dietary requirements.

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New vendors bringing increased diversity of products equates to increased visitation and duration of stay by visitors to our market and community. These influences can easily be tracked using current survey methods. Previous survey info has already shown that there is positive association between visitation and diversity of product.

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Training of market managers provides management staff access to the resources and tools needed to focus on attracting more visitors and providing the products that meet their interests and needs. Booth presentation, market layout, surveys, etc. can all help to attract more visitors & encourage “word of mouth” market promotion resulting from the quality, variety, and uniqueness of a market. Managers need to network with other market managers and exposure to new ideas that promote attraction and retention of market visitors.

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

1.   950   Staying overnight in paid accommodations.
2.   400   Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3.  1200  Staying for the day only and traveling 50 miles or more from their place of residence or business.
4.  2000  Attend but are not included in any one of the categories above.
5.  1500  Estimated number of participants in any of the above categories that attend from another state or country.

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

The Stevenson Farmers Market works closely with the Chamber and SBA. We will use them to promote market days and events such as our membership drive and tshirt fundraiser. The market will work with the Chamber & Gorge Grown to design our survey(s) so as to accurately evaluate the results of our efforts to increase visitor attendance and duration at market and provide information pertinent to lodging.

The market will also coordinate with the WSU Extension, Master Gardener Organizations and Gardening clubs to promote vendor recruitment. RiverTalk Weekly’s ads have proven to be very useful in vendor recruitment.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

The Stevenson Farmers’ Market engages all business in Stevenson in search for Sponsorships in exchange for advertising on our website, facebook, at our info booth and in RiverTalk Weekly as well as in printed materials.

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11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? **This request represents 21% of our revenue budget.**

12. 

Pharaoh Skinner

10/14/2020

**AGREEMENT**  
**Operation of Stevenson Main Street Program**

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the **Stevenson Downtown Association**, hereinafter referred to as “SDA”.

Recitals

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

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

1. Performance. SDA will perform the work set forth below and submit requests for payment to the City as outlined in section 3 below.
  - a. SDA will plan and operate the Main Street program as described on Exhibit A, incorporated herein by reference.
  - b. SDA will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. SDA will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$65,000. SDA will submit a request for payment and a report of work completed every quarter at a minimum. Upon receipt of each satisfactory work report, the City will pay SDA one-quarter (1/4) of the total deliverable of Sixty-five Thousand Dollars (\$65,000) or Sixteen Thousand Two-Hundred Fifty Dollars and 00/100 (\$16,250). After written notice to

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

- b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
  6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
  7. Financial Records. SDA shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
  8. Status of "SDA". It is hereby understood, agreed and declared that SDA is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
  9. Insurance and Liability. SDA shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
SDA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by SDA employees, agents, contractors, subcontractors or other representatives.
  10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
  11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

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

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

CITY OF STEVENSON

STEVENSON DOWNTOWN ASSOCIATION

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney





*City of Stevenson*  
***TOURISM FUNDING APPLICATION FORM***

**Organization/Agency Information**

Stevenson Downtown Association (SDA) 81-3500088  
Organization/Agency Federal Tax ID Number

Kelly O'Malley-McKee  
Contact Name

PO BOX 1037  
Mailing Address

509-427-8911 director@stevensonmainstreet.org  
Phone Email

SDA Operations  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$65,000

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:  
Supporting the operations of the Stevenson Downtown Association - a Main Street organization - ensures continued momentum, stability, and partnerships for revitalizing downtown Stevenson and enhancing economic vitality through the Main Street Approach.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.  
Funding the operations of SDA allows continued progress on the tourism-related Courthouse Park Plaza facility, including leveraging more grants and donations for the project. Operations funding also allows ongoing, broad tourism marketing efforts such as business campaigns and community promotions. LTAC 2020 funding allowed the hire of the first official employee,

which not only provides the stability for existing projects and business grant programs, but allows the organization to explore new opportunities such as events and downtown improvement projects that will positively influence tourism.

3. Identify your top 5 sources of Revenue:

1.LTAC	\$
2.Main Street Tax Incentive Program (MSTCIP)	\$
3.Grants	\$
4.Community Donations	\$
5.Corporate Donations	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.  
Not in 2021. The hope is to build a strong annual fundraising program that can sustain us in the future.

5. Describe your plans for advertising and promoting your proposed activity or facility.  
SDA communicates through social media, traditional advertising, media relations, printed materials, website and is building an email marketing database for future robust outreach to various audiences. We will also collaborate with partners and organizations to collectively support and elevate activities in the city, county and the Gorge.

6. Explain how your activity or facility will result in increased tourism and overnight stays.  
Main Street organizations, like the SDA, work to revitalize the economy, appearance, and image of their downtown districts using the successful Main Street Approach - a comprehensive revitalization strategy built around a community's unique heritage and attributes to attract visitors. The power of Main Street in Washington State is irrefutable, as the 2020 impact study report showcases how Main Street orgs make economic, fiscal and social sense as a powerful tool and investment strategy in communities.

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

1. see attached Staying overnight in paid accommodations.
2. see attached Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. see attached Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. see attached Attend but are not included in any one of the categories above.
5. see attached Estimated number of participants in any of the above categories that attend from another state or country.

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

Partnering with the Chamber and SBA is a natural fit, as we share a physical workspace and common goals of supporting the local economy. The Chamber Executive Director serves on our Board and on our promotion committee, ensuring collaboration and avoiding double-work. Additionally, the Chamber, EDC and local businesses are on a recovery response team for the SDA to create programs and plans for stabilization and long-term recovery. These programs, such as Bricks & Clicks Grants and #stevensonstrong takeout promotion foster partnership and promote tourism.

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

For the Courthouse Park Plaza, a tri-fecta partnership approach with SDA, County and City allows for cross-sectional approach and shared workload. More specifically, the city and county are in draft mode for an agreement regarding maintenance of the facility once it's constructed.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

One of our primary goals is to promote economic vitality, which encompasses both business support and tourism support. In partnership with key stakeholders, in the ED's first 7 months she's instituted several new programs that support businesses, such as Bricks & Clicks Grants and #stevensonstrong takeout promotion for shoulder season. Additional opportunities are endless!

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

Kelly O'Malley-McKee

10/19/2020

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Signature

Printed Name

Date

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

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

## AGREEMENT – STEVENSON WATERFRONT MUSIC FESTIVAL

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Chris Kellogg, dba Clark & Lewie’s Restaurant**, hereinafter referred to as “Clark & Lewie’s”.

### Recitals

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

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

1. Performance. Clark & Lewie’s will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Clark & Lewie’s will plan and operate the Stevenson Waterfront Music Festival as described on Exhibit A, incorporated herein by reference.
  - b. Clark & Lewie’s will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Clark & Lewie’s shall complete the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse Clark & Lewie’s up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. The total contracted amount must be spent on marketing, advertising or promoting this event and cannot be used for staff time.

- c. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - d. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
  6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
  7. Financial Records. Clark & Lewie's shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
  8. Status of "Clark & Lewie's". It is hereby understood, agreed and declared that Clark & Lewie's is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
  9. Insurance and Liability. Clark & Lewie's shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
Clark & Lewie's further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Clark & Lewie's employees, agents, contractors, subcontractors or other representatives.
  10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
  11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or

oral, not incorporated herein.

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

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

CITY OF STEVENSON

Clark & Lewie's

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Chris Kellogg, Owner

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Clark and Lewie's 46-3510428
Organization/Agency Federal Tax ID Number

Chris Kellogg
Contact Name

PO Box 1340 Stevenson WA.
Mailing Address

509 219 0097 eat@clarkandlewies.com
Phone Email

Waterfront Music Festival
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
Tourism-Related Facility
Events/Festivals X

Amount Requested: \$ 4500.00

Supplemental Questions

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

1. Describe your Tourism-Related Activities, Event or Facility:
Waterfront Music Festival is an annual event that now is held for 2 days in August.
This weekend is perfect for this time when no other main events are going on in Stevenson. This Festival has become the one waterfront festival that has attracted over 1000 people from local and Surrounding areas bringing families down to the water to enjoy music, activities, and vendors from the NW.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the Call for Tourism Promotion Proposals for criteria and items to be prioritized by the Tourism Advisory Committee.
Major marketing has and will be done for this event. Newspaper articles, social media, flyers, tee shirts, coasters, banners, and other are used and successful.

3. Identify your top 5 sources of Revenue:

1. Sponsors	\$3-5000
2. Food and Vendor sales	\$5-8000
3. Spirits and Beer Sales	\$3-6000
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

With a board and larger management and assistance from the city and SDA, this event can be a fully Self-funded event. Certainly this event has a positive economic benefit to this city. Now entering our 5th Year this event will showcase the waterfront that makes Stevenson a destination.

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

Advertising will be River Talk News, Social Media, Chamber, radio if needed, flyers, banners and Common methods that are successful.

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

Because this event is now in its 6th year, that is proof that volunteers can make things happen and Has improved and increased tourism here in Stevenson. Now that its 2 nights, there will be additional Overnight stays.

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

1. 10-20 Staying overnight in paid accommodations.
2. 15-40 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 10-20 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 300-1500 Attend but are not included in any one of the categories above.
5. 40-100 Estimated number of participants in any of the above categories that attend from another state or country.

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

We would like to work with the Chamber, SBA, SDA and the city and make a collective effort to Have a board that supports and now takes this festival and makes it a Stevenson own.



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

N/A

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10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

We do encourage and discuss, and have support, of the city, businesses, restaurants and have heard.

Nothing but good things about what we are doing to promote this now new fantastic waterfront.

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11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

Chris Kellogg

Chris Kellogg

10/16/19

Signature

Printed Name

Date

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

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

## AGREEMENT – FOOLS FEST

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Walking Man Brewing, LLC**, TIN 91-1985615, hereinafter referred to as “Walking Man”.

### Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a “21<sup>st</sup> Anniversary” event.
3. Walking Man is uniquely qualified to manage an anniversary event, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Walking Man to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. Performance. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Walking Man will plan and operate the anniversary event as described on Exhibit A, incorporated herein by reference.
  - b. Walking Man will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Walking Man will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse Walking Man up to \$5,200 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
  - c. Final invoice for this agreement must be received by the City on or before January 12 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

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

Walking Man further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Walking Man employees, agents, contractors, subcontractors or other representatives.

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

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

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

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

CITY OF STEVENSON

Walking Man

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Tabitha Wiggins, for Walking Man Brewing

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

## Exhibit A

1. Describe your Tourism-Related Activities, Event or Facility:

We aim to create a shoulder season weekend event in conjunction with our 21<sup>st</sup> Anniversary. The plan would be to coordinate with Stevenson lodging facilities including Skamania Lodge, Riverside Lodge, ArtBliss Hotel, the new hotel on Russell Street as well as other local businesses and retailers to create a celebratory, walkable experience.

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

We would create a promotional map with participating businesses and a schedule of events beginning Friday, November 5<sup>th</sup> through Sunday November 7<sup>th</sup>. Events would include happy hour each night at all the hotels with Walking Man Beer provided at no charge to the hotels and a line-up of music from the port to 2<sup>nd</sup> Street locations throughout the weekend. We would also create family-friendly daytime activities including crafts, face painting, artist demonstrations, brewery tours and more. The aim would be to involve as many downtown businesses with activities that best suit them and to encourage additional retail sales to all of downtown Stevenson as well as full occupancy for the hotels.

3. Identify your top 5 sources of Revenue:

For this event revenue would be distributed to participating businesses as well as Walking Man. The idea is to increase traffic in the shoulder season and encourage overnight stays. Dollar amounts are an estimate based on drawing 300 additional guests to the area for the weekend.

1. Retail Sales:	\$7,500.
2. Food & Beverage Sales	\$48,000.
3. Lodging	\$12,000
4. Artisans, Artists, Musicians	\$4000.
5. Musicians	\$2500.

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4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Walking Man would not be able to self-fund the event, however we will perform all the in-kind work associated with organizing and promoting the weekend.

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

With our extensive access to regional breweries and brewery associations we would market to beer lovers and by involving other local businesses it would be cross-promoted on multiple social media platforms as well as all of our mailing lists. We would advertise to the PDX metro area and the Columbia River Gorge and it would be promoted on all the regional beer blogs. I also have a contact with the organizer of the PCT days that is willing to share the event with his list (# TBD).

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

By creating and promoting a multi-day event focused around Walking Man's anniversary and arranging happy hours at all the participating hotels, overnight stays will be a huge part of the fun! With family-friendly activities and live music, we hope to draw additional tourists to enjoy our community, patronize our businesses and get their heads in our beds!

7. List the number of tourists expected to attend your activity or facility in each of these categories:
1. 150 Staying overnight in paid accommodations.
  2. 30 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  3. 120 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  4. 0 Attend but are not included in any one of the categories above.
  5. 250 Estimated number of participants in any of the above categories that attend from another state or country.
8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

I wouldn't dream of doing an event without the amazing support of the Chamber. They have always been great about promoting our events and making sure we're in all the listings, on all the calendars and in their social media and newsletter. They would also help distribute a press release and will give out promotional materials at their visitor centers. I would also leverage my relationship with the Stevenson Downtown Association to help promote the event and/or coordinate the event with another project that would be mutually beneficial, such as the unveiling of another mural or the walkability map the SDA has been working on.

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

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

By creating happy hours and fun events throughout the weekend we will encourage foot traffic to retailers and restaurants and overnight stays at hotels. We will ask them to promote the event at their businesses and via social media.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

Revenue above is based on 300 guests for 2 days/nights based on 150 paid accommodations figuring 2 people per room at an average of \$150/night plus meals and retail sales per guest. We are asking for 50% of the anticipated expenses. The revenue for Walking Man specifically isn't significant and potentially a wash in relation to the expenses since we are encouraging patronage at other venues, giving away beer for the hotel happy hours and using our staff to execute the coordination.

<b>Budget</b>	<b>2021 Estimate</b>
Marketing/Advertising	\$ 2,500.00
Musicians	\$ 2,500.00
Artisans/Vendors	\$ 800.00
Happy Hour Supplies/Beer	\$ 300.00
Promotional Map	\$ 3,000.00
Promotional Coasters	\$ 1,000.00
Misc Supplies	\$ 300.00
Total Estimate	\$ 10,400.00

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Skamania County Fair Board**, a 501(c)(3) organization, hereinafter referred to as “Fair Board”.

### Recitals

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

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

1. Performance. The Fair Board will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. The Fair Board will plan and operate the GorgeGrass event as described on Exhibit A, incorporated herein by reference.
  - b. The Fair Board will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. The Fair Board will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse the Fair Board up to \$4,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

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

The Fair Board further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Fair Board employees, agents, contractors, subcontractors or other representatives.

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



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

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

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

CITY OF STEVENSON

Skamania County Fair Board

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Name & Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



*City of Stevenson*  
**TOURISM FUNDING APPLICATION FORM**

**Organization/Agency Information**

Skamania County Fair Board 91-1098073  
-----  
Organization/Agency Federal Tax ID Number

David Waymire  
-----  
Contact Name

PO Box 369, Stevenson, WA 98648  
-----  
Mailing Address

509-427-3980 david@skamaniafair.com  
-----  
Phone Email

Columbia Gorge Bluegrass Festival  
-----  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 4,000

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:

The Columbia Gorge Bluegrass Festival has been running for over 30 years. In that time it has grown from just a small number of people to being one of the best attended bluegrass festivals in the northwest. We partner with Skamania County but we operate separate budgets. We are seeking L-Tax money to help pay for the bands that we bring in.

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

One of the successes of our bluegrass festival was the change we made from bringing in all regional bands to adding some national bands to the mix. Our numbers and the buzz in the bluegrass community jumped, but it came at a greater cost. To date we are one of the most expensive bluegrass festivals which in the past has covered our costs. In the past

few years with increasing contracts and accommodations we are faced with either moving away from our national bands or finding new ways to bring in additional revenue to the festival.

3. Identify your top 5 sources of Revenue:

1. Admission	\$ 28,823.33
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

The Fair Board uses any remaining profits if there is any to benefit the Skamania County Fair. Money left over after fair is used as seed money to support the bluegrass festival. With increasing expenditures in our bluegrass festival, any losses takes away from our community fair.

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

Skamania County does all of marketing for this event, but they use social media, newspapers and magazines as thier marketing tools.

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

The festival brings in 300 to 400 campers as well as the hotels and other campgrounds that are used. Folks buy supplies in town from our locals stores.

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

1. 1200 Staying overnight in paid accommodations.
2. 20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 150 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 0 Attend but are not included in any one of the categories above.
5. 700 Estimated number of participants in any of the above categories that attend from another state or country.

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

The Chamber works with both the Fair Board and the Community Events staff to hold and produce all of our events. We partner with A&J, Riverview and several other businesses.

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

n/a

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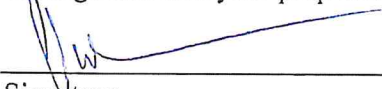
10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?  
The Skamania County Fair Board works hand in hand with many of the businesses. We place banners of our sponsors and the county promotes the businesses on their FaceBook page.

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11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

  
Signature

David Waymire

Printed Name

10/7/20

Date

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

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

## AGREEMENT

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as “City,” and the **COLUMBIA GORGE TOURISM ALLIANCE**, a non-profit corporation, hereinafter referred to as “CGTA.”

### Recitals

1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
2. CGTA is a Gorge-wide network focused on helping develop the region as a world-class sustainable tourism economy.
3. The City of Stevenson does not have qualified staff to manage a such a network.
4. CGTA is uniquely qualified to manage a unique network, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such position.
5. It is in the City’s interest to contract with CGTA to perform certain activities relating to the management of this network that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

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

1. **Performance.** CGTA will perform the work set forth on the Scope of Work attached hereto as Exhibit A which is incorporated herein by reference.
2. **Completion.** CGTA shall complete the services to be performed under this agreement on or before December 31, 2021.
3. **Term.** The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. **Payment**
  - a. In consideration of the work to be performed as described in Exhibit A, the City will pay CGTA the total sum of \$5,000. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.

- b. Final invoice for this agreement must be received by the City on or before January 12, 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by CGTA to the City before final payment under this contract is made.
5. **Termination and Waiver.** Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
6. **Financial Records.** CGTA shall maintain financial records of all transactions related to this agreement for six (6) years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. **Status of Chamber.** It is hereby understood, agreed and declared that CGTA is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that CGTA may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if CGTA chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
8. **Insurance and Liability.** CGTA shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement. CGTA further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by CGTA's employees, agents, contractors, subcontractors or other representatives.

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

9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other

party.

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

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

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

**CITY OF STEVENSON**

**COLUMBIA GORGE  
TOURISM ALLIANCE**

By \_\_\_\_\_  
Scott Anderson, Mayor

By \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City Attorney





*City of Stevenson*  
***TOURISM FUNDING APPLICATION FORM***

**Organization/Agency Information**

Columbia Gorge Tourism Alliance **93-1098470**  
Organization/Agency Federal Tax ID Number

Emily Reed  
Contact Name

1887 Main Street Suite 202 Washougal, WA 98671  
Mailing Address

503-360-3532 **emily@columbiagorgetourismalliance.org**  
Phone Email

\_\_\_\_\_  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$2500 -5000

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:  
Please see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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3. Identify your top 5 sources of Revenue:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.  
Please see attached

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5. Describe your plans for advertising and promoting your proposed activity or facility.  
Please see attached

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6. Explain how your activity or facility will result in increased tourism and overnight stays.  
Please see attached

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

1. \_\_\_\_\_ Staying overnight in paid accommodations.
2. \_\_\_\_\_ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. \_\_\_\_\_ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. \_\_\_\_\_ Attend but are not included in any one of the categories above.
5. \_\_\_\_\_ Estimated number of participants in any of the above categories that attend from another state or country.

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

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

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?  
Please see attached

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.



Emily Reed 10/16/20

Signature

Printed Name

Date

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

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

## 2021 Tourism Funding Application for Columbia Gorge Tourism Alliance

### 1. Describe your Tourism-Related Activities, Event or Facility:

Columbia Gorge Tourism Alliance (CGTA) is a Gorge-wide network focused on celebrating this world class destination and protecting it from overuse by creating projects that spread visitors to shoulder seasons and to locations & experiences that are off-the-well-worn path. Spreading out the congestion and sharing the tourism love.

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

The CGTA have several projects that support this goal:

#### The Spread The Love

Coordination of Gorge Chambers to create COVID-friendly itineraries for Fall, Winter & Spring seasons. These will be shared on each Chambers' site, featuring their own highlights and education visitors on those of the other towns in the Gorge. This expands the reach of each town and works together to promote the region as a whole.

Work with Chambers to develop campaign to encourage people to "Visit Local" during the pandemic. This effort is aimed at supporting local businesses in the short term, giving people ideas for experiences at this time when many events have been cancelled. In the long term, this effort will expand locals' awareness of the different highlights of each part of the Gorge, which they will pass on as recommendations to visitors in the future.

Both projects will include extensive media outreach and coverage. We have found local outlets to be very interested in this type of coordinated effort.

#### RARE Position/ Project Manager

Our AmeriCorp position is focused on small business resiliency by helping them to boost online presence with programs like Lewis & Clark Geotourism and Google My Business.

This position is also extensively involved with supporting the Spread The Love projects.

#### Ready Set Gorge

Visitor-facing website (ReadySetGorge.com) to help educate visitors to region on the preparation and safety in the natural areas. The goal is to decrease the need for trail rescues. CGTA will provide ongoing coordination of Gorge land managers to keep updated status of site closures and openings.

#### Columbia Gorge Car Free

Continued management of columbiagorgecarfree.com which includes itineraries and updated information on regional transportation options and highlights of each town

Gorge Museums Pass

Continued financial sponsorship and promotion of pass that allows purchasers to attend 9 different Gorge museums (including the Interpretive Center) with proceeds shared evenly among museums.

Annual Gorge Tourism Summit & Various Events

Events supporting Gorge tourism businesses and organizations with opportunities to connect, updates on regional efforts, tourism data, education on issues that affect the Gorge, and structured ways to develop projects by action area (Culture, Transportation, Outdoor Rec, Agritourism, & Communications).

Additional funding allows us to develop additional projects that support the promotion and protection of the region.

**3. Identify your top 5 sources of Revenue:**

1. Travel Oregon (requiring an 30% match from Washington orgs)	\$25,000
2. Mt Hood-Gorge RDMO	\$10,000
3. Partner Dues	\$10,000
4. Skamania County	\$2500
5. Lewis & Clark	\$2500

**4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.**

Yes, we plan to build a self-sustaining partnership model. We have maintained our partnership base through the pandemic and intend to focus on supporting the Gorge tourism industry through newsletters, social media and relevant events.

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

As a regional non-profit we are often able to attract coverage from local and Portland/Vancouver- based media. In addition, we have a strong social media following with a posts reach of over 44K last year.

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

The focus of all projects is to engage a wide range of organizations to work together to create projects that remove barriers and increase awareness and interest in places like Stevenson that are not yet top of mind.

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

1. \_\_\_\_\_ Staying overnight in paid accommodations.
2. \_\_\_\_\_ Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.

3. \_\_\_\_\_ Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. \_\_\_\_\_ Attend but are not included in any one of the categories above.
5. \_\_\_\_\_ Estimated number of participants in any of the above categories that attend from another state or country.

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

We plan to work with both the Chamber and the Business Association to develop, promote and coordinate our efforts. The Director of the Chamber is a member of the CGTA board and actively involved with the Spread The Love projects. As a network, we are focused on bringing in all relevant partners including agencies, ports, government and businesses.

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

N/A

**10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?**

Spread The Love is the most direct example of encouraging visitors to support Stevenson businesses, restaurants, breweries, wineries and lodging. But the 3 visitor facing websites (readyssetgorge.com, columbiagorgecarfree.com, and gorgeculture.com/museumspass) are all designed to remove barriers and make it easy for visitors to navigate the Gorge.

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

This funding request of \$5000 would be 10% of our budget.

Thank you for your consideration.

## AGREEMENT –SKAMANIA PIRATE FESTIVAL

This agreement made and entered into this 10<sup>th</sup> day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Choice Events**, EIN 46-3780908, hereinafter referred to as “Choice Events”.

### Recitals

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

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

1. Performance. Choice Events will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Choice Events will plan and operate the Pirate Festival event as described on Exhibit A, incorporated herein by reference.
  - b. Choice Events will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Choice Events will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
  - a. The City will reimburse Choice Events up to \$8,400 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
  - c. Final invoice for this agreement must be received by the City on or before January 12 2022. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

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

Choice Events further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Choice Events employees, agents, contractors, subcontractors or other representatives.

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



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

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

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

CITY OF STEVENSON

CHOICE EVENTS

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Rusty Hoyle, for Choice Events

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

**2021 TOURISM FUNDING APPLICATION**

Submitted by: Choice Events/Craft Nation

Contact Person: Rusty Hoyle

Mailing Address: 1330 Grand Pl, Vancouver, WA 98661

Phone: 503-758-7273

Email: [theCraftWinefest.Rusty@gmail.com](mailto:theCraftWinefest.Rusty@gmail.com)

Stevenson/Skamania Pirate Festival - August 27-29, 2021

Choice Events was founded in 2013. We are the producers of the Craft Beer & Wine Fest of Vancouver, USA. We specialize in outdoor events to attract tourism. EIN: 46-3780908 UBI: 603-336-270

We wish to have a pirate festival at the Port of Stevenson, where we will have family activities, pirate acts, live music, beer garden, snack food and a cannon fight between the shore and Lady Washington. The boat will dock at the port which will be overtaken by pirates, and then people can tour the ship. These types of events draw about 5,000 unique people annually to like festivals, and there is a need for one in our area. Pirate festivals on water tend to draw the maximum crowd. This will take about \$16,800 to produce, which will attract visitors from out of state, a bunch of festival goers from the Seattle Metro area, Idaho, Oregon and California. These are traveling festival goers. After collecting entrance fees from attendees, our company will have enough capital to be self sufficient to bring back the pirate festival in future years.

We will be seeking local and corporate sponsors to raise funds to support the festival. Sponsorships along with vendor booth fees and help from the Tourism Advisory Committee will make this event possible.

Please see the attached paperwork for budget goals. \$16,800 is the cost to put this on, we'll match \$16,800 through sponsorships to pay for supplies to run the festival.

This event will be advertised on Facebook and other social media channels, targeted to pirate groups. We've also spoken with the owners of the big renaissance fair in Bonney Lake and Olympia, they have agreed to help spread the

word to their festival goers, as we are connected through family members. There is no competition for like festivals in the region August 27-29.

People travel to these types of festivals, stay the night, and attend multiple days. We will have multiple day passes available for purchase. Please see application for potential hotel stays.

We are working with the Chamber of Commerce and Skunk Brothers Spirits to include any local business that would like to participate. Our goal is to build relationships with many local businesses and hold this festival annually.

We expect to pack the town for this festival.



*City of Stevenson*  
**TOURISM FUNDING APPLICATION FORM**

**Organization/Agency Information**

Choice Events EIN:46-3780908  
-----  
Organization/Agency Federal Tax ID Number

Rusty Hoyle  
-----  
Contact Name

1330 Grand Pl, Vancouver, WA 98661  
-----  
Mailing Address

503-758-7273 thecraftwinefest.rusty@gmail.com  
-----  
Phone Email

Skamania Pirate Festival-Port of Stevenson  
-----  
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 16,800

**Supplemental Questions**

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

1. Describe your Tourism-Related Activities, Event or Facility:  
We want to have a pirate festival on the waterfront near the pier. We're working with Skunk Brothers Spirits.  
Activities include live music, food, balloon swords, pirate activities, family friendly with a beer garden.  
We're looking to get Lady Washington to come dock at the port for this event. All local businesses will be featured  
in one way or another to promote Stevenson.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.  
August 13-15, 2021. We use targeted Facebook ads to create awareness and interest in the event. We work  
with an ad agency to ensure our ads are targeted to the right people. We also know the other  
pirate festivals in the PNW, they have agreed to help us get our message out to their festival goers. We would like

to promote other Stevenson events at our Pirate Festival to raise awareness within the new people we attract to the event.

3. Identify your top 5 sources of Revenue:

1. Ticket Sales	\$ 80,000
2. Beer Garden	\$ 10,000
3. Sponsorships	\$ 8,000
4. Vendor Booths	\$ 2,000
5. Concessions	\$ \$1,500

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Yes. We are asking for a one time injection of \$25,000 for marketing, production and permits. Proceeds will benefit future pirate festivals in Stevenson, and a local non-profit 501(c)3 from beer sales. We will keep funds in our account to be used for next year's Pirate Fest in the same location.

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

Facebook, print ads, emails. We are very well connected (family) with other pirate festivals in the PNW. They have agreed to be a part of this event, so we have access to pirate ships, axe throwing, a fun jail, as well as the email list those festivals, and can easily get a pirate audience. They love these events, and are eager to try new venues. Stevenson is perfect for this event.

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

This is a 2 day festival. Our audience travels from Idaho, Oregon, Seattle, and all over the West coast. They are die hard pirate festival goers, they are known for traveling to these types of events and staying in a hotel.

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

1. 1200 Staying overnight in paid accommodations.
2. 1000 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 800 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 800 Attend but are not included in any one of the categories above.
5. 2000 Estimated number of participants in any of the above categories that attend from another state or country.

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

We will work with all Stevenson businesses to make sure they have an equal opportunity to participate.

We are all inclusive, especially with local businesses. If a business can provide a service at the festival, we will not allow competing vendors in from out of town. We invite all local parties that wish to participate in this festival.

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

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

We will have advertising available with priority on Stevenson businesses. Advertising comes with an optional booth at the event. It's in our best interest that people stay the night, and return to the festival the second day. Our food will be somewhat limited, encouraging people to stop into a local business for breakfast and dinner.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

	Rusty Hoyle	9/29/2020
Signature	Printed Name	Date

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

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

**CONTRACT FOR INCARCERATION SERVICES  
CITY OF STEVENSON**

**THIS CONTRACT**, made and entered into this 10<sup>th</sup> day of December, 2020, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "**COUNTY**," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "**CITY**,"

**WITNESSETH:**

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

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

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

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

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

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

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

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

**NOW, THEREFORE, it is hereby agreed as follows:**

1. Services.

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

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

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

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

2. Payments

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

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



3. Term.

The duration of this agreement shall be for a one-year period beginning January 1, 2021 and ending December 31, 2021. Upon the mutual written consent of both parties, this agreement can be extended for successive one (1) year period. This agreement may also be terminated by the mutual written consent of both parties at any time, or by either party for any reason upon ninety (90) day's written notice.

4. Operational Control.

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

5. Health Care.

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

6. Services Provided.

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

7. Independent Contractor/Hold Harmless/Indemnification.

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

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

8. Full Cooperation.

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

9. Modifications.

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

10. Attorney Fees.

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

11. Entire Agreement.

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

12. Laws of Washington.

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

13. Effective Date.

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

14. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2021 or as otherwise provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

**[Signatures appear on the following page]**

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

**CITY OF STEVENSON,  
A MUNICIPAL CORPORATION**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
David S. Brown, Skamania County Sheriff

**APPROVED AS TO FORM ONLY:**

**ATTEST:**

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

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Skamania County Prosecuting Attorney

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF STEVENSON AND  
SKAMANIA COUNTY

This agreement made and entered into this 10<sup>th</sup> day of December, 2020, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter sometimes referred to as “the City”, and SKAMANIA COUNTY, a legal subdivision of the State of Washington, hereinafter sometimes referred to as “the County”.

**Witness:** The parties hereby covenant and agree as follows:

1. The City requests that the County perform Geographic Information System (GIS) services for the City according to the reimbursement structure found in Schedule A of this agreement.
  - a. Requests for GIS work or the use of equipment are made by contacting the Department of Assessment and GIS at (509) 427-3721 or [spencer@co.skamania.wa.us](mailto:spencer@co.skamania.wa.us) to set an appointment.
  - b. For GIS services to be performed under this contract, the City will supply the County with a request involving a Scope of Work and Project Timeline for to the Assessor. The County reserves the right to deny or approve each request of the City on an individual basis.
  - c. For GIS projects and when requested, the County shall provide the necessary technical, administrative and clerical services necessary for the execution of the project or work of the City.
  - d. The fee for the services under this Interlocal Agreement shall not exceed \$7,500 and the County shall provide the services agreed to through subsections b. and c., above.
  - e. Any other services that the City may require shall be addressed to the County department that can provide the service. The City shall reference this Interlocal Agreement and determine reimbursements due to the County as detailed in Section 2.
2. The County’s hourly rate under Schedule A may be updated annually by the County Assessor, provided the rate is based on the actual cost of labor, equipment, rental, engineering, and materials used in completing the requested work, however the rate will not include costs for fringe benefits to labor, including, but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays, and vacation time and group medical insurance.
3. It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties further agree to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) to the extent that an employee brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.
4. It is understood and agreed between the parties that this contract cannot be assigned, transferred or any portion subcontracted hereunder by the County without the prior written permission of the City.
5. The County, in performance of work under this contract shall abide by the provisions of RCW 39.34—Interlocal Cooperation Act. In furtherance thereof, the parties state as follows:
  - a. Duration. The duration shall be as set forth in paragraph 6, below, or as otherwise agreed to by the parties pursuant to this Agreement.
  - b. Organization. No new entity will be created to administer this agreement.
  - c. Purpose. The purpose is to enable the City to utilize County GIS mapping services.

- d. Manner of Financing. The City intends to finance this agreement through allocations between General Fund revenue and enterprise funds as determined by the City Administrator.
  - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6, below.
  - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
  - g. Selection of Administrator. The County Assessor shall be the Administrator for this Interlocal Agreement.
  - h. Manner of Acquiring Property. This Agreement will not result in the acquisition of any property.
6. The term of this agreement shall be from the date of execution until December 31<sup>st</sup>, 2023, except that thirty (30) days written notice may be given to terminate the agreement by either party.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written.

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY WASHINGTON

CITY OF STEVENSON  
STEVENSON, WASHINGTON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adam Kick  
Skamania County Prosecuting Attorney

\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City Attorney

**SCHEDULE A-REIMBURSEMENT STRUCTURE**

[To be included as independent attachment]

# GIS FEE SCHEDULE



SKAMANIA COUNTY  
GIS DATA, MAPS, & SERVICES

		Size on Disc	Media	Unit Price	Unit
<b>GIS DATA</b>					
Standard 'Skamania Data Disk' (see separate sheet for content)		~ 112 MB	CD	\$150	each
Custom data (for data not available on Skamania Data Disk)					
Hourly rate to produce		--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>
Media Fee		--	CD/DVD	\$10	each
Emailed (5 MB maximum)		--	Email	\$0	each
<b>DIGITAL ORTHOPHOTO / IMAGERY</b>					
2015 Skamania Co - Populated areas of Skamania Co, 12-inch, color		~ 100 GB	Harddrive <sup>2</sup>	\$600	each
2008 DNR - Populated areas of Skamania County, 12-inch, color		~ 70 GB	Harddrive <sup>2</sup>	\$600	each
2007 - City of Stevenson, 6-inch resolution, color		~ 2 GB	DVD	\$50	each
NAIP (various years) - All of Skamania County, 1 meter, color		~ 2 GB	DVD	\$50	each
2006 NAIP - All of Skamania County, 18-inch, color		~ 86 GB	Harddrive <sup>2</sup>	\$600	each
Topographic - All of Skamania County, USGS topo quads, mosaiced		~ 1 GB	DVD	\$50	each
LiDAR - Bare Earth, Full Feature, ASCII, and derived products		~ 17 GB	Harddrive <sup>2</sup>	\$400	each
Older aerials as available - See Custom Aerial		--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>
Custom Aerial - individual photo tiles, townships, pick-and-choose, etc		--	Varies <sup>1</sup>	\$60	hour <sup>3</sup>
<b>MEDIA:</b>					
Price for CD/DVD associated with Custom Data (in addition to hourly rate)				\$10	each
<b>MAP PRINTING</b>					
Print Size	Description	Unit Price	Unit	With Aerial or Imagery Add	Unit
8.5" x 11"	Black & white	\$0.25	each	--	each
8.5" x 11"	Color	\$1.00	each	\$2.00	each
11" x 17"	Black & white	\$1.00	each	--	each
11" x 17"	Color	\$2.00	each	\$4.00	each
18" x 24"	All	\$10.00	each	\$10.00	each
24" x 36"	All	\$15.00	each	\$15.00	each
34" x 42"	All	\$20.00	each	\$20.00	each
36" x 48"	All	\$25.00	each	\$25.00	each
<b>CUSTOM MAP REQUESTS</b>					
Hourly rate to produce <sup>3</sup> , plus map printing and/or media charges		\$60/hour + Printing & media charges			
<b>SHIPPING &amp; HANDLING</b>					
The shipping cost is included with the price of CD/DVD disks.				--	each
Map tubes				\$8.00	each
Harddrives or other non-standard items: A reasonable shipping fee will be added.				Varies	each
<sup>1</sup> Media type varies depending on size of data. <sup>2</sup> Purchaser must provide a suitable portable harddrive. <sup>3</sup> ONE HOUR MINIMUM; 15-minute increments after the first hour					

FOR OFFICIAL USE:	
Name:	E-mail:
Organization:	Phone:
Request details:	Date:
	Total Quoted:



**CITY OF STEVENSON- WASHINGTON GORGE ACTION PROGRAMS  
SERVICE CONTRACT  
2021 and 2022**

**THIS CONTRACT**, by and between **CITY OF STEVENSON**, a municipal corporation, hereinafter referred to as the "**CITY**", and **WASHINGTON GORGE ACTION PROGRAMS**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

**RECITALS**

Under RCW 35A.74.010 RCW the City of Stevenson may provide for the relief of the poor and destitute including the support of food banks and other emergent services.

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **CITY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **CITY** has the authority to contract for such services; that the contracting officer for the **CITY** is the Mayor of the City of Stevenson. Changes that require a change in the amount of the contract price shall require the approval of the Stevenson City Council.

2. **INDEPENDENT CONTRACTOR STATUS**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **CITY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, consisting of a total of one (1) page which has been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers.

4. **TERM OF CONTRACT**

The contract shall begin on January 1, 2021 and terminate on December 31, 2022; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$10,000.00 per year, including Washington sales tax,
- B. Payment on the account of the contracted services shall be made each year as follows:
  - 1-July @ \$3,334.00
  - 2-September @ \$3,333.00
  - 3-December @ \$3,333.00Payments are due within thirty (30) days of submission of accepted detailed invoice. A written report shall be submitted to the City as set forth in Attachment A.
- C. The **CONTRACTOR** agrees that funds received from the **CITY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **CITY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **CITY** harmless from any liability that might otherwise attach to the **CITY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **CITY** with evidence of general liability insurance naming the **CITY, its elected and appointed officials, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

**CONTRACTOR** agrees to indemnify and hold harmless the **CITY** and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including

Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of **CONTRACTOR'S** performance of its work, unless such injury, death or damage is caused by the sole negligence of the City.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the **CONTRACTOR** or its agents and employees and the **CITY** or its appointed and elected officials, agents and employees, then the **CONTRACTOR** expressly and specifically agrees to hold the **CITY** harmless to the extent of the **CONTRACTOR** or its agents' and employees' concurrent negligence.

The **CONTRACTOR** specifically waives its immunity against the **CITY** under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the **CITY**. This provision is not intended to benefit any third parties.

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

**8. GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

**9. ASSIGNABILITY.**

The **CONTRACTOR** shall not assign nor transfer any interest in this contract.

**10. EQUAL EMPLOYMENT OPPORTUNITY.**

A. The **CONTRACTOR** shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity

to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

**11. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **CITY**. The **CITY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

**12. DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **CITY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the City Council of the City of Stevenson. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **CITY** department the contract is with; and
- E. be mailed to the City of Stevenson, P.O. Box 371 Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

**13. WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the City harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

**14. DEFAULT/TERMINATION/DAMAGES.**

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **CITY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) days' notice, in writing, of the **CITY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting

from this agreement shall, at the option of the **CITY**, become the **CITY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.

- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **CITY** shall be entitled to damages, computed by subtracting from the cost to the City in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **CITY** may withhold any payments owed to the **CONTRACTOR** for the purposes of set off until such time as the exact amount of damages can be computed.

**IN WITNESS WHEREOF**, the **CITY** has caused this Contract to be duly executed on its behalf, and thereafter the **CONTRACTOR** has caused the same to be duly executed on its behalf.

**CITY OF STEVENSON**

**WASHINGTON GORGE  
ACTION PROGRAMS**

\_\_\_\_\_  
**Scott Anderson, Mayor**

\_\_\_\_\_  
  
\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Leana Kinley, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Kenneth B Woodrich, PC  
City Attorney**

**ATTACHMENT “A”  
SCOPE OF WORK  
CONTRACT BETWEEN WASHINGTON GORGE ACTION PROGRAMS  
AND CITY OF STEVENSON FOR STEVENSON FOOD BANK**

It is recognized by both parties that the \$10,000.00 per year in City funds for this contract is to be used to supplement food bank services in Skamania County and shall not in any way negatively affect the amount of other funds or services made available for the Stevenson Food Bank by the Contractor.

In consideration of the \$10,000.00 received per year, the Contractor shall provide the following services at the Stevenson Food Bank:

1. Operate a food bank open to the public at least one day per week, six hours per day of operation. Contract funds may be used to pay staff, rent, utility costs, and food acquisition.
2. Provide food to qualified persons when food is available through the food bank.
3. Screen all persons requesting assistance for need based on state and federal criteria.
4. Provide referral service, following Contractor guidelines, to other social services agencies for persons identified as needing service beyond those of the food bank.
5. Provide administrative support for the Stevenson Food Bank, including the preparation and administration of grants that affect the Stevenson Food Bank. Provide quarterly reports to the City and the Stevenson Food Bank Committee that describe the services provided for the month and the expenditure of contract funds for the month and contract-to-date. Reports shall also include information regarding all food bank activity and distribution for Washington Gorge Action Programs for Klickitat and Skamania Counties. Reports shall be due 10 days after the last day of the month. Up to \$1,000 per year (10% of the total contract amount) may be used for administrative services costs.
6. Work cooperatively with the Stevenson Food Bank Committee in determining services to be provided, budgeting and other matters affecting the Stevenson Food Bank.



**AGREEMENT FOR PROFESSIONAL SERVICES  
City of Stevenson General Engineering Services**

This Agreement is between the City of Stevenson, hereafter called "CITY", and Wallis Engineering, PLLC, hereafter called "ENGINEER", for the Project known as "City of Stevenson General Engineering Services".

**Effective Date and Duration**

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2021.

**Scope of Services**

Subject to the terms of this Agreement, the ENGINEER shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

**Compensation**

The City agrees to pay the Engineer a sum not to exceed \$10,000 for completion of the work. A rate schedule is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt.

Terms and conditions are listed on page 2.


---

**Wallis Engineering Certification and Signatures**

Name: Wallis Engineering, PLLC  
Address: 215 W. 4th Street, Suite 200, Vancouver, WA 98660  
Federal Tax ID#: 91-1944973  
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer:  Date: December 4, 2020  
Name and Title Jane Wail, Principal

**City of Stevenson Signatures**

Approved for City: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

### 2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

### 3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

### 4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

### 5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

### 6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge,

release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

### 7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

### 8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

### 9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

### 10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.



### **1.1 General Services.**

Certain matters requiring engineering services are a routine order of business for the Public Works Department (City) and occur on a regular basis; these include consultation and meeting with City officials and staff. The Engineer will be available to the City to provide such Engineering services, consultation and advice, and assist in the Engineering work of the City. The Engineer will provide such services upon written or verbal direction of an authorized representative of the City, and will confirm verbal requests from the City in writing.

### **1.2 Project Services**

1.2.1 From time to time the City will undertake projects requiring study and report preparation, or design services and/or construction related services or some combination of such services. The Engineer will have the option to perform the Engineering and related services on all City projects within Engineer's area of professional competence and which Engineer can reasonably expect to accomplish in fulfillment of the City's needs in view of Engineer's other contractual obligations. Previous work for the City and for others establishes the areas of practice and professional competence of the Engineer.

Services provided under this section will be authorized by written Work Orders describing the project, scope of work, cost of services and schedule, and approved by the City. Authorization and approval will be by a representative of the City.

1.2.2 For such projects the City will negotiate with the Engineer to obtain services on a basis the City determines fair and reasonable. If the City is unable to negotiate a satisfactory agreement with the Engineer, the City may terminate said negotiations and select other firms with which to negotiate for services.

1.2.3 Negotiations shall be based upon criteria established by the City and if these criteria are revised during the course of negotiating with others, the Engineer will be afforded an opportunity to renegotiate based upon the revised criteria. The City will then select the proposal which the City finds best satisfies its criteria.

1.2.4 Because of the nature of this Agreement, it can reasonably be expected the Engineer may expend time and effort developing project criteria to the benefit of the City. The Engineer will be compensated under the terms of this Agreement for services rendered in developing these criteria if negotiations with the Engineer are terminated.

1.2.5 In performing services under this section, the Engineer will advise the City of the need or the City may independently determine a need to obtain services from others to provide the expertise to perform work outside the Engineer's usual area of practice. If authorized by the City, the Engineer will obtain services from others which shall be paid for by the City.

*P:\City of Stevenson\\_21 General Services\Agmt\Exhibit A 2021 Scope.docx*



**EXHIBIT B  
RATE SCHEDULE**

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147	\$147
Senior Engineer	\$200	\$200
Engineering Manager I - VI	\$172	\$197
Project Engineer I - IX	\$119	\$167
Staff Engineer I - IV	\$99	\$117
Engineering Intern I - III	\$61	\$68
Designer	\$116	\$140
Landscape Architect	\$150	\$150
Construction Manager	\$130	\$130
Inspector	\$91	\$107
Technician I-IV	\$80	\$118
Administrative I – VI	\$48	\$108

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

**JOINT FUNDING AGREEMENT**  
**For the Preservation and Operation of the Stevenson Community Pool**

Whereas, the Stevenson-Carson School District (hereafter “SCSD”) currently owns property where it operates the Stevenson Community Pool (“Pool”), located at 330 NW Gropper Rd, Stevenson, WA 98648; and

Whereas, the Pool is currently closed through at least February 2021, and is likely to remain closed beyond that date due to the impacts of the COVID-19 pandemic and financial restrictions on the District’s ability to reopen the Pool; and

Whereas, the District has determined that it cannot continue to bear the sole cost of continuing to maintain the Pool, and needs partners to continue the Pool’s viability for future operations; and

Whereas, certain community partners (“Partners”), executing the Partner Agreement attached hereto as Appendix A to this Agreement (“Master Agreement” or “Agreement”), have indicated a willingness to assist with the financial burden of maintaining and operating the Pool.

NOW THEREFORE, the District and the Partners (collectively, “Parties”) hereby agree as follows:

**AGREEMENT**

- 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the joint funding of the maintenance and/or operations of the Pool by the District and Partners. The intent of this Agreement is for the District and Partners to document the terms and conditions under which the District will continue to maintain ready for operation, and may later open and operate, a jointly funded community pool.
- 2. Amendment.** This Master Agreement may be amended at any time by a writing executed by all Parties after adoption of appropriate resolutions by the governing body of each Party. Individual Partner Agreements (Appendix A) may be amended by written agreement of the District and the individual Partner, or at the time of annual renewal as set forth in Section 5.2.
- 3. Ownership of Land.** The District will remain the legal owner of the Pool and the property on which it is situated. No transfer of title or other legal rights regarding the Property is made herein.
- 4. Duties, rights, and responsibilities of the District.**
  - 4.1. Soft Close.** The District shall continue to maintain the Pool in a manner that will allow it to be reopened at a later date (hereafter referred to as “soft close”), provided that at least 50% of the costs of such maintenance are funded by Partners as provided herein, and provided that the District’s share of costs for such maintenance do not exceed one percent (1%) of the District’s levy funding. These “soft close” costs include, but may not be limited to, maintaining water and chemicals in the Pool, heating the building, and upkeep

of the general Pool apparatus, and maintaining the structure that houses the Pool. The current estimated costs maintaining the facilities during a “soft close” is \$38,000 per year; however, the parties recognize that this amount could increase or decrease based on factors beyond the parties’ control.

4.2.Reopening. Once community conditions and public health guidance allows for reopening of the Pool, it is anticipated that the District may pursue transfer of operations to a newly established Parks District or other outside entity. The District may also, at its discretion, reopen the Pool for operations to be conducted by the District. It is anticipated that the District would not reopen the Pool for such operations conducted by the District unless the District’s share of operating costs do not exceed one percent (1%) of its levy funding.

4.3.Documentation of Costs. The District will provide documentation of its operating costs to all Parties on an annual basis and shall provide such more frequent statements of costs as may be reasonable and necessary to effectuate the intent of this Agreement.

4.4.Refund of Excess Contributions. If the total Partner contributions made during any year exceed the operating costs of the Pool as documented by the District pursuant to Section 4.3, above, the District will communicate to Partners the total remaining funds and refund the same to Partners in pro-rata amounts based on the percentage of each Partner’s total contribution, unless a different disposition of such funds is agreed to by the Parties.

**5. Duties, rights, and responsibilities of Community Partners.** Each Partner shall sign a separate “Partner Agreement,” attached hereto as Appendix A, that designates the amount of funding the Partner is obligated to commit to the joint maintenance of the Pool facility and/or the amount each Partner would provide in the event the District reopens the Pool for operation by the District pursuant to Section 4.2. This obligation shall become binding upon execution and the full amount obligated for annual operations will be provided within thirty (30) days after execution of the Partner Agreement unless otherwise specified. The Parties mutually understand and agree that the District will rely upon the Partner Agreements to determine the feasibility of continuing to maintain the Pool in “soft close” status in the short term, as well as in determining whether it is feasible to reopen and remain open in the longer term. As such, the Partner Agreement shall become a binding promise of payment upon execution by each Partner’s authorized representatives. The Partner Agreement may specify the amount the Partner will contribute toward keeping the Pool in “soft close” status, and may designate a different amount the Partner will contribute to operation of the Pool once reopened.

**6. Term of Agreement.** The term of each Partner Agreement shall be one year from the date of execution.

**7. Termination.** The District reserves the right to terminate this Agreement prior to the end of its one-year duration for cause based on the failure of any financial condition assumed by the

District under this Agreement that causes, or is reasonably anticipated to cause, the District's financial commitment to exceed the amounts set forth in Sections 4.1 and 4.2, above.

**8. Disposition of Property on Termination / Early Termination.** The District shall retain ownership of the real property where the Pool is located and all items of personal property that may be purchased for its operations. Upon termination or early termination of this Agreement, the District will provide an accounting of close-out costs for the year and refund each Partner their pro-rata share of their contributions, if any, that were not utilized within the fiscal year. The District's financial obligation to Partners upon termination shall not in any event exceed each Partner's annual contribution.

**9. Indemnification and Insurance.** The District shall continue to be responsible for all aspects of the operation of the Pool and no Partner will be required to indemnify or defend the District for any claims that may be brought against the District arising out the Pool's operations.

**10. Limitation on Authority.** This Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof is accomplished by the performance of this Agreement.

**11. Enforcement.** Any action commenced to enforce this Agreement shall be undertaken using the following process:

11.1. The Party alleging a breach of this Agreement shall first give notice to the other party and at least thirty (30) days for the other party to cure the alleged breach before initiating any action to enforce this Agreement.

11.2. If the Parties are unable to resolve any difference among themselves, the Parties may agree to enter into mediation and equally share the cost of mediation.

11.3. If legal action is commenced by any Party after making good faith efforts to resolve any disagreement, the forum and venue for such action shall be in the Superior Court of Skamania County, and this Agreement will be interpreted based upon the laws of the State of Washington.

11.4. The District's liability to Partners shall not in any event exceed the amount of each Partner's annual financial commitment as expressed in Appendix A. In the event of any dispute initiated by a Partner, the District shall have the option to resolve the dispute by issuing a full refund of that Partner's annual contribution. In such event, no further action may be pursued for breach of contract.

**12. Complete Agreement.** This written Agreement and Appendix A thereto constitute the entire Agreement between the District and each Partner. The parties specifically agree that no other agreements, whether written or oral, shall be considered binding on the parties regarding

the subject matter covered by this Agreement. This Agreement will be construed as if jointly drafted by both parties with no rules of construction applied against the drafter of the Agreement.

Executed this \_\_\_\_\_ day of December, 2020.

**STEVENSON-CARSON SCHOOL DISTRICT #303**

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**Ingrid Colvard, Superintendent**

**CITY OF STEVENSON (INITIAL PARTNER)**

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Authorized Representative

**Appendix A – Partner Agreement**

The following organization agrees to be a Community Partner (“Partner”) in the funding of the operation of the Stevenson Community Pool by the Stevenson-Carson School District:

Name of Partner: \_\_\_\_\_

Partner’s authorized representative has read and agrees to abide by the terms and conditions of the Joint Funding Agreement for the Preservation and Operation of the Stevenson Community Pool (“Master Agreement”). Pursuant to the terms of that Agreement, Partner will commit the following funds on an annual basis, beginning with the execution date of this Agreement:

**For maintaining facility in “soft close” status: \$** \_\_\_\_\_

**For operating costs once, the facility opens to the public: \$** \_\_\_\_\_

Partner understands that commitments are for a year of funding and promises to make payment as designated in the Master Agreement.

Name of Authorized Partner Representative: \_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



AGREEMENT FOR PROFESSIONAL SERVICES
City of Stevenson Development Engineering Services

This Agreement is between the City of Stevenson, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "City of Stevenson Development Engineering Services".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2021.

Scope of Services

Subject to the terms of this Agreement, the Engineer shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$20,000 for completion of the work. A rate schedule is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt.

Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

Name: Wallis Engineering, PLLC
Address: 215 W. 4th Street, Suite 200, Vancouver, WA 98660
Federal Tax ID#: 91-1944973
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer [Signature]
Name and Title Jane Vail, Principal Engineer

Date December 7, 2020

City of Stevenson Signatures

Approved for City
Name and Title

Date



## TERMS AND CONDITIONS

### 1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

### 2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

### 3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

### 4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

### 5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

### 6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's

fees arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

### 7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

### 8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

### 9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

### 10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**TASK 1 PRE-APPLICATION**

The ENGINEER will review pre-application submittals, provide recommended comments to meet local standards, and attend pre-application conferences.

**TASK 2 PRELIMINARY REVIEW**

Once a complete application is submitted the ENGINEER will review application submittals for conformance with the CITY's codes, master plans, Public Works Design and Construction Standards, and engineering and construction practices. The ENGINEER may obtain input from other agencies and coordinate as needed. Consolidating comments received from staff, the ENGINEER will identify conflicting engineering issues and prepare engineering summaries of the proposal, findings against the requirements of the code and standards, and provide recommended conditions of approval for Planning staff reports. The ENGINEER will also attend public hearings.

**TASK 3 FINAL REVIEW**

The ENGINEER will perform iterative final plat review and review as-built submissions from the developer's surveyor/engineer. The ENGINEER will also review engineering cost estimates for bonding requirements, assist with walk-through inspections, and provide recommendations for acceptance.

**TASK 4 MISCELLANEOUS SERVICES**

In some instances, the ENGINEER may feel that further calculation or analysis of a particular developer's proposed improvement is merited/required. Such additional analysis/review could be conducted in-house by the ENGINEER or handled by a subconsultant if such expertise did not reside within the ENGINEER's staff. In either case, CITY approval will be required.

**TASK 5 SERVICES AS REQUESTED**

In some instances, the ENGINEER may provide additional services as requested in writing by the CITY in support of Development Review Engineering Services.



**Exhibit B**  
**RATE SCHEDULE**

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147	\$147
Senior Engineer	\$200	\$200
Engineering Manager I - VI	\$172	\$197
Project Engineer I - IX	\$119	\$167
Staff Engineer I - IV	\$99	\$117
Engineering Intern I - III	\$61	\$68
Designer	\$116	\$140
Landscape Architect	\$150	\$150
Construction Manager	\$130	\$130
Inspector	\$91	\$107
Technician I-IV	\$80	\$118
Administrative I – VI	\$48	\$108

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

**MINUTES**  
**CITY OF STEVENSON COUNCIL MEETING**  
**November 19, 2020**  
**6:00 PM, Remote via Zoom and YouTube**

1. **CALL TO ORDER:** Mayor Anderson called the meeting to order at 6:00 p.m. and conducted roll call. He advised all participants the meeting was being recorded and was available on YouTube.

Attending:

- Mayor Scott Anderson; Councilmembers Knudsen, Muth, Weissfeld, Hendricks, McHale.
- City Staff: City Administrator Leana Kinley; Community Development Director Ben Shumaker, Public Works Director Karl Russell
- Other: City Attorney Ken Woodrich
- Guests: Angie Waiss, Chamber of Commerce
- Public attendees: Mary Jane Loehrke, Julie Fitzpatrick May

2. **CHANGES TO THE AGENDA:**

a) \* 11/18 changes include: Addition of Leak Adjustment to Consent Agenda (item 3g); addition of Public Comments received (item 4a); addition of resolution 2020-373 regarding the Metro Park District ballot measure (item 8j); addition of Vouchers for approval (item 11a)

b) \*\* 11/19 changes include: Addition of Public Comments received (item 4a); addition of Fire Department report (item 9b)

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

a) Approve Contract with Washington Gorge Action Programs for Coronavirus Relief Funds in the amount of \$10,000.

b) Approve Contract with Skamania County Chamber of Commerce for Coronavirus Relief Funds in the amount of \$10,000.

c) Approve Interlocal Agreement with Stevenson-Carson School District for Coronavirus Relief Funds in the amount of \$10,000.

d) Approve Contract with Stevenson Downtown Association for Coronavirus Relief Funds in the amount of \$7,000.

e) Christmas Eve Office Closure Request - **City Administrator Leana Kinley** presented a request from City staff to close City Hall and the Public Works department Thursday, December 24th prior to the December 25th holiday. Staff taking the day off would use vacation time, comp time, personal time or leave without pay.

f) Ratify Contract with InVision II, LLC - **City Administrator Leana Kinley** presented the small works contract with Invision to install a half-door near the entrance of City Hall to help comply with COVID-19 distancing measures as mentioned at the previous council

meetings. The amount of the contract is \$4,454.47 including tax and will be reimbursed through the CARES Act funds. Per the city's purchasing policy, Resolution 227, the Mayor has the authority to approve contracts under \$35,000 "...provided that the City Council shall ratify the Mayor's approval at the next scheduled City Council meeting by means of the consent agenda."

g) \*Water Adjustment-Scott Anderson (meter no. 605300) requested a water adjustment of \$286.09 for a water leak which they have since repaired.

h) Minutes of October 15, 2020 city council meeting and November 12, 2020 special meeting.

**MOTION** to approve consent agenda items a-h made by **Councilmember Hendricks** with a second provided by **Councilmember Knudsen**.

- Voting aye: **Councilmembers Muth, Hendricks, McHale, Knudsen, Weissfeld**
- Voting no: None
- Abstain: None

**4. PUBLIC COMMENTS:** **City Administrator Leana Kinley** informed the Council several emails with written comments were included in the Council packet, with two others sent to each Councilmember's email as they arrived after the packet was assembled.

**Councilmember McHale** read a brief statement regarding the October 2020 Council meeting.

**City Administrator Leana Kinley** read the two additional public comments for the Council:

- James Landers addressed Sheriff Brown's recent statement on the Sheriff's Office Facebook page concerning his intent to not enforce the new COVID-19 restrictions.
- Monica Masco expressed appreciation for the City's following up on a nuisance complaint.

>Mary Jane Loehrke with the Stevenson Pool Association spoke. She thanked the Council for their efforts at helping to keep the pool functioning.

>Julie Fitzpatrick May spoke and requested the Council consider a plan for community building and support for mental health resources and education as part of the Sheriff's contract, and suggested Councilmembers become more educated and aware regarding innate biases.

No further comments were received.

#### **5. PUBLIC HEARINGS:**

**a) 2021 Sewer Rates - City Administrator Leana Kinley** presented ordinance 2020-1168 for public comment and council consideration. The rates proposed include a 12.5% increase to the base fees for 2021 as discussed during the 2021 budget process and included in the 2021 budget. She provided background information on the process and noted the increase was not as much as originally expected due to grants received and other factors.

**Mayor Anderson** opened the public hearing for public comments opened at 6:12 p.m. No comments were received. **Mayor Anderson** closed the public hearing closed at 6:16 p.m.

Council opted to hold a second reading of the ordinance at the December 2020 Council meeting in order to allow more time for public comment to be received. The Council then agreed to reschedule the December 2020 Council meeting to December 10th at 6:00 p.m. to ensure enough Council members would be present.

**b) Public Hearing 2021 Proposed Property Tax Levy - City Administrator Leana Kinley** presented resolution 2020-369 and ordinance 2020-1167 for public comment and council consideration. These are both time sensitive and must be approved by November 30th to take effect in 2021. She provided information on the amount the increase will generate based on a 1% increase in overall collections. It is not a 1% increase in the levy rate.

**Mayor Anderson** opened the public hearing at 6:26 pm. No public comments were received. He closed the public hearing at 6:27 p.m.

**MOTION** to approve resolution 2020-369 authorizing an increase in property taxes for fiscal year 2021 made by **Councilmember Hendricks** with a second provided by **Councilmember Weissfeld**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**
- Voting no: None

**MOTION** to approve ordinance 2020-1167 fixing the amount to be raised by ad valorem taxes and levied for fiscal year 2021 made by **Councilmember Hendricks** with a second provided by **Councilmember Weissfeld**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**.
- Voting no: None

**c) Final Hearing 2021 Proposed Budget - City Administrator Leana Kinley** presented a revised 2021 budget, ordinance 2020-1169 and associated documents based on items discussed at the October 15, 2020 public hearing and the November 12, 2020 special meeting. She provided a brief description of minor additions to the budget made following the November 12th budget workshop.

**Mayor Anderson** opened the public hearing at 6:30 p.m. No comments were received. **Mayor Anderson** closed the public hearing at 6:31 p.m.

**MOTION** to approve ordinance 2020-1169 adopting the 2021 budget as presented was made by **Councilmember Muth** with a second provided by **Councilmember Weissfeld**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**.
- Voting no: None

**d) Building Permit Fees - City Administrator Leana Kinley** presented resolution 2020-372 revising the building permit fee schedule for public comment and council consideration. She explained the new fee schedule would better align with Skamania County, which is now providing building inspection services for the city. **City Administrator Kinley** provided

additional background information on the history of city permit fee increases and where the city and county differ in fees charged.

**Mayor Anderson** opened the public hearing at 6:33 p.m. No public comments were received. He closed the public hearing at 6:35 p.m.

**MOTION** to approve resolution 2020-372 revising the building permit fees was made by **Councilmember Muth** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmembers Muth, Hendricks, McHale, Weissfeld.**
- Voting no: **Councilmember Knudsen**

## **6. PRESENTATIONS FROM OUTSIDE AGENCIES:**

**a) Skamania County Chamber of Commerce**-Executive Director Angie Waiss provided information on recent events and activities the Chamber has been part of. Following her presentation Councilmembers requested the Chamber website be updated to include a link with current closures of area hiking trails. Another request was for the website to ensure COVID-19 information was accurate and up to date.

## **7. SITUATION UPDATES:**

**a) COVID-19 Update - City Administrator Leana Kinley** noted several changes made to the entryway and front counter at City Hall. Plexiglass shields have been erected and a doorway has been installed to prevent open passage to staff desks. City Hall is now back to being open by appointment only due to COVID-19 restrictions.

**Mayor Anderson** reported on the Stevenson Downtown Association's promotions. They are still working on a take out and discount program for local restaurants, with free bags and containers. A Small Business Saturday sponsored by the SDA is the works.

**b) Sewer Plant Update-Public Works Director Karl Russell** provided an update on the Stevenson Wastewater System and the Compliance Schedule. **PWD Russell** noted fewer problems with filamentous bacteria at the WWTP the last 2 months. Finding ways for staff to gain CEU's due to the COVID-19 restrictions has been difficult. He is looking forward to the lift station improvements. The Rock Creek 'Lake' has been determined to be caused by a massive root ball infiltrating lines just west of Rock Creek Bridge. Attempts to clear it have proven difficult and it will need to be excavated.

## **8. NEW BUSINESS: 7:05:35**

**a) Discuss December Regular Meeting** - Council agreed to change the date of the December 2020 regular meeting to December 10th at 6:00 p.m.

**b) Approve Resolution 2020-368 Setting a Date for a Public Hearing on a Road Vacation - City Administrator Leana Kinley** requested approval of Resolution 2020-368 setting the date of December 17, 2020 for a public hearing regarding the vacation of a section of city road and easement known as "No Name Road." Their petition, associated maps and resolution are included in the council packet. She provided an explanation of the vacation process and timeline. Attorney Woodrich advised the Council on Right-of-Ways vs city owned property. He noted the purpose of the resolution was to set a date for a hearing.

**MOTION** to approve Resolution 2020-368 fixing a public hearing date (December 10th, 2020) for the No Name Road vacation was made by **Councilmember Knudsen** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmembers Knudsen, Muth, Hendricks, McHale, Weissfeld**
- Voting no: None

**c) Approve Resolution 2020-371 Setting a Date for a Public Hearing on a Road Vacation - City Administrator Leana Kinley** requested approval of Resolution 2020-371 setting the date of December 10, 2020 for a public hearing regarding the vacation of a section of city road and easement between tax lots 03073643080000 and 03073643050000 off Impala Drive known as the Zettler-Powers road vacation. Their petition, associated maps and resolution are included in the council packet.

**MOTION** to approve Resolution 2020-371 fixing a public hearing date for the Zettler-Powers road vacation was made by **Councilmember Knudsen** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld.**
- Voting no: None

**d) Approve 2021-2022 Interlocal Agreement for Law Enforcement - City Administrator Leana Kinley** presented the Interlocal Agreement with Skamania County Sheriff's Office for law enforcement services for 2021-2022. The contract contains a 0.8% increase over last year and expires on December 10th, 2020. A list of services provided was also included for council information.

**Councilmembers Weissfeld and McHale** agreed to serve on an ad hoc committee to meet with a representative of the Sheriff's Office to discuss potential mental health support services within the Sheriff's Office. They will communicate meeting outcomes with **City Administrator Kinley**. **Administrator Kinley** will arrange a meeting with the Sheriff's Office.

No action was taken on the Interlocal Agreement.

**e) Approve Shorelines Grant Contract with DOE - Community Development Director Ben Shumaker** presented the agreement between the City and the State Department of Ecology for the City's Shoreline Master Program periodic review in the amount of \$11,200. Most of the work is expected to be done in-house with minor outside expenses incurred if needed. He provided an explanation of the process and noted much of the work has already taken place.

**MOTION** to approve the shoreline master program agreement between the State of Washington Department of Ecology and the City of Stevenson in the amount of \$11,200 made by **Councilmember Weissfeld** with a second provided by **Councilmember Knudsen**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**
- Voting no:



**f) Approve 2021 Tourism Funding Awards - City Administrator Leana Kinley** presented the Tourism Advisory Committee's 2021 funding recommendations for council consideration.

**MOTION** to approve the 2021 tourism funding awards as presented for a total amount of \$351,100 made by **Councilmember Hendricks** with a second provided by **Councilmember Knudsen**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**
- Voting no:

**g) Approve Waiving Back-billing of Water Usage Charges for the Skamania County Sheriff's Office - City Administrator Leana Kinley** presented the attached memo explaining the billing error which resulted in the missed billing of irrigation water used on the courthouse lawn since the software conversion. The total amount to be waived is \$6,057.52.

**MOTION** to waive the back-billing of water usage for the Skamania County Sheriff's Office in the amount of \$6,057.52 made by **Councilmember Muth** with a second provided by **Councilmember Hendricks**.

- Voting aye: **Councilmembers Knudsen, Hendricks, Muth, Weissfeld**
- Voting no: **Councilmember McHale**

**h) Discuss a Change to the Type of Minutes Recorded for City Council Meetings - City Administrator Leana Kinley** presented a memo regarding a proposed change in meeting minutes from the current detailed minutes to action or summary minutes. Staff requested a motion or direction to incorporate a change into the council rules of procedure.

**MOTION** to change the format of Stevenson City Council meeting minutes to action minutes with acknowledgement of public comments made by **Councilmember Weissfeld** with a second provided by **Councilmember Muth**.

- Voting aye: **Councilmembers Muth, Hendricks, McHale, Weissfeld**
- Voting no: **Councilmember Knudsen**

**i) Approve 2021 Salary Schedule - City Administrator Leana Kinley** presented resolution 2020-370 adopting the salary schedule for 2021 for council review and consideration. As discussed in previous meetings, the schedule represents a 0.8% overall increase and impacts the budget by about \$7,000 overall.

**MOTION** to approve resolution 2020-370 adopting the 2021 salary schedule made by **Councilmember Knudsen** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**.
- Voting no:

**j) \*Approve Resolution 2020-373 Correcting a Scrivener's Error on the Metro Park District Resolution - City Administrator Leana Kinley** presented resolution 2020-373 authorizing a ballot proposition for creation of a metropolitan park district. This resolution corrects a scrivener's error in the last 'whereas' clause to clearly state commissioners are to be elected by the registered voters of the district, adds a 'whereas' clause to explain

the error, and adds "...governed as provided in RCW 35.61.050(2)..." to the body of the resolution. A copy of the original approved resolution is enclosed for reference. She advised the Council the correction needs to be made prior to the December 2020 deadline to get on the February 2021 ballot.

**MOTION** to approve resolution 2020-373 authorizing a ballot proposition for creation of a metropolitan park district, correcting a scrivener's error made by Councilmember made by **Councilmember Weissfeld** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmembers Knudsen, McHale, Hendricks, Muth, Weissfeld**
- Voting no: None

#### **9. INFORMATION ITEMS:**

**a) Financial Report -City Administrator Leana Kinley** presented the Treasurer's Report and year-to-date revenues and expenses through October 2020. She pointed to page 302 showing purchases and total investment activity and shared information on other expenses and revenue.

**b) Fire Department Report** -The Stevenson Fire Department's report for October, 2020 was presented for council review.

**c) Chamber of Commerce Activities**-The report presented described some of the activities conducted by Skamania County Chamber of Commerce in October, 2020.

**d) Planning Commission Minutes**-Minutes from the 10/12/20 Planning Commission meeting were presented.

**e) Sheriff's Report** -The Skamania County Sheriff's report for October, 2020 was presented for council review.

#### **10. CITY ADMINISTRATOR AND STAFF REPORTS:**

**a) Karl Russell, Public Works Director**, provided the Council with an update on the activities within Stevenson Public Works. Catch basins are being cleaned out. A sanitary survey of the municipal water system was recently performed by the Washington Department of Health. Public Works is getting ready for winter snow removal. It was suggested to use a City mailing to explain the priority established for road plowing.

**b) Ben Shumaker, Community Development Director**, alerted the Council to upcoming public hearings. One planned for December 2020 is for review of the Zoning Text Amendments proposed for the R3 district. At the January City Council meeting he expects to present alignment plans for Columbia Street. A grant has been submitted for paving the First Street project. Storm water from Rock Creek Drive will need to be tested due to quality concerns. He has received information from the Department of Ecology on testing parameters and is awaiting instructions from testing labs on how to collect samples.

**c) Leana Kinley, City Administrator**, shared she had held a discussion with **Mayor Anderson** regarding banning personal fireworks within the City of Stevenson. She requested input from the Council regarding additional ways to encourage community engagement beyond a public hearing. Public surveys were mentioned as a further way to gain community input. Holding several hearings was also considered. She reported Washington Gorge Action Programs has received a grant from the Community Foundation of SW Washington to staff the warming shelter in Stevenson. Anticipated opening is early December 2020. She noted Stevenson is acting as a Beta user for a financial software

system-no extra cost is involved. The Skamania County PUD has obtained a grant to use towards a Broadband study. The Three Squares program is offering drive by/pick up options for food delivery twice a month. The City is working with WAVE to get information regarding removing a \$3K deposit from Summit Cable off the books.

**11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:**

a) \*October 2020 payroll & November 2020 AP checks were audited and presented for approval. October payroll checks 14710 thru 14716 total \$89,777.68 which includes EFT payments. November AP checks 14717 thru 14778 total \$266,209.60 and includes EFT payments and checks. The AP check register with fund transaction summary was attached for review.

**MOTION** to approve the vouchers as presented made by **Councilmember Knudsen** with a second provided by **Councilmember McHale**.

- Voting aye: **Councilmembers Knudsen, McHale, Muth, Hendricks, Weissfeld.**
- Voting no: None

**12. MAYOR AND COUNCIL REPORTS: 8:49:39**

**Mayor Anderson** reported attending the WA Tourism Alliance. State branding was a topic of discussion. Comments from **Councilmember Weissfeld** regarding EDC grants for outdoor dining supplies prompted a comment from **Ben Shumaker, Community Development Director** suggesting the use of EDC funds for purchases could help with enforcement of guidelines regarding higher quality shelters.

**13. ISSUES FOR THE NEXT MEETING:** None.

**14. ADJOURNMENT - Mayor Anderson** adjourned the meeting at 8:55 p.m.

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Scott Anderson, Mayor

Date



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## Public Comment Letter

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**Zach Quinn** <quinn.zachary91@gmail.com>  
To: citycouncil@ci.stevenson.wa.us

Fri, Nov 20, 2020 at 10:31 AM

Council,

While last night's meeting earned much praise from me for its deep conversations into important topics, not everything was satisfactory, and I am sad I must write this letter.

I am very ashamed of this council's failure to address the situation (perceived or otherwise) of a public official using tax dollars for a personal matter. Though, I am not surprised as none of you even blinked as Mr. Muth described \$176k a 'thimble' of the city's budget ("a thimble into a thimble," I believe were his words, describing the city's contract payment to the sheriff's office).

If you are willing to consider \$176k "chump change" it is no wonder you brush off \$54. Yet, this is taxpayer's money and you are responsible for accounting for, and justifying, each cent spent. And, taxpayers should not be on the hook for Mr. Muth "notifying" the city attorney for EIGHTEEN MINUTES about his personal complaint (especially as a letter had been supposedly delivered that already provided notification). This has the appearance of a public official utilizing public resources for legal advice, etc. on a personal matter.

1) I request this letter be included in your next packet.

2) Whoever puts the meeting agenda together, I urge you to allocate time for this to be addressed. If Mr. Muth is not going to step up and repay the city for this inappropriate expenditure, the city needs to consider moving forward with pursuing reimbursement. Failure to do so is an act of cowardice and failure on your parts.

Zach Quinn  
[Quoted text hidden]



Leana Kinley <leana@ci.stevenson.wa.us>

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## Show Of Support For Stevenson Patriots

1 message

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**Jake Billings** <jbillings909@gmail.com>  
To: leana@ci.stevenson.wa.us

Fri, Nov 27, 2020 at 8:44 AM

Stevenson City Council,

I want to take a moment and express my gratitude to Mayor Scott Anderson and Councilman Robert Muth. They appear to be the only ones in the city government who have any sense and refuse to be ruled by fear.

Their support for our freedoms and sheriff is greatly appreciated. While all the cities are focused on blind compliance, these two patriots do their research and stand up for reason and logic. They realize there is no reason to pull money away from our boys in blue or for all this mainstream media feel-good "training" in Skamania. It is a liberal led genocide on our culture. We know what is best for our community, and they seem to take 100% pride in our people. Their support for keeping Skamania as-is makes them leaders in my opinion. Don't try and fix what is not broken. And don't try and change the color of what is perfect.

The rest of the council could learn something from these fine men, and show more respect for the rule of God's law. They are helping keep Skamania safe.

I will not be able to attend the next meeting to speak my mind, so please add this to the city's notes for publication. I want to share my support for these great men.

Jake

28 November 2020

Council members,

Once anyone takes public office it is their duty and obligation to represent EVERYONE in this community by putting aside their personal feelings and party affiliations to represent "we the people" which means becoming the PUBLIC SERVANT you signed up to be. The most recent actions against Sheriff Brown and his decisions in protecting our county during these difficult times, certainly DO NOT REPRESENT ME OR MY FAMILY. Attempting to attack Sheriff Brown because he can not and will not violate the homes of the people in this county regarding wearing masks, shows your lack of respect for an elected official and the important office he holds. If his funding is reduced and he is not able to answer 911 calls in this city which one of you will be replacing the 911 calls such as break in's or domestic violence or rape or robbery? Please be sure to publish your phone number and address in the Pioneer for all to know.

We have lived in this community for over 50 years and been involved in everything from PTA to church activities to schoolroom volunteering to attending County Commissioners meeting and I have yet to meet any of you at these gatherings. If you are so interested in the community why are you NOT involved in it by attending the commissioner's meetings to find out what is happening throughout the county and how that impacts the city. How many of you have lived here over 20 years so you know the investment the Sheriff's office has had in this community? How many of you even know the history of this community.....the logging, the taking away of our forest funds, the tree nursery, the families that have built and invested in this community?? Most, if not all of you are transplants who have ideas to enrich our community without any substance and only interested in removing our rights as citizens. YOU DO NOT REPRESENT ME OR MY FAMILY. Have any of you even gone on a ride with a deputy to find out what the Sheriff's office does to protect our community? I doubt it!! Have you taken the time to visit with people in this community? I doubt it! If we lined you all up in a photo shoot, I doubt most of the people in this community would even know who you are because YOU DO NOT INVEST IN THIS COMMUNITY BY KNOWING WHO WE ARE!! Shame on all of you for trying to force your "FEELINGS" on me or anyone else in this community. If you want to make a decision then get FACTS not FEELINGS. It is time you did your homework and start being PUBLIC SERVANTS.

Let me remind all of you ..... re-election is coming up for you as well.

SUSAN KRUG

929 NW FIRST FALLS VIEW ROAD

STEVENSON, WA 98648



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## Comment letter

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**Zach Quinn** <quinn.zachary91@gmail.com>  
To: leana@ci.stevenson.wa.us

Mon, Nov 30, 2020 at 10:36 AM

Please disregard my last letter, I accidentally sent it before I had finished (so sorry!!!). I would like to add to your December meeting the below letter I sent to the Pioneer. Thanks.

.....

Grow Up, Skamania.

It is sad so many are focusing on how certain people are debating the city’s sheriff funding issue, rather than listening to the actual content: find more impactful resources, reduce risk to citizens and officers, expecting the sheriff to do his freaking job and not make it a political platform...

Whether or not agreeing with the ideas or abrasiveness of some council members (in or outside of meetings), they and others are at least pushing a conversation to take place across the county. That conversation is about real topics that may or may not be important to one person but is important to someone else. Yet, rather than engaging on those topics, some can only focus on perceived “anti-sheriff” messaging, legal vs illegal, freedom restrictions, word choice, etc.

I would argue that it feels like every law or policy restricts “freedom” to some point. It is what makes the world continue to function together. Hand washing by food handlers and doctors, seat belts, speed limits, etc. are all adding an extra layer of inconvenience or restriction to ensure we all are safer and in sync (like it or not). Of all things, are masks or mental health services really the spot worth sticking your resistance flag?

These shouts for recalling McHale & Knudsen is shameful. They are speaking their minds, standing up for what they believe in, and getting behind those that are unable to speak out for themselves and I find that admirable. I for one am expecting people to stop this “sheeple” name-calling and start respecting your neighbors and their concerns, especially if you want to be treated with respect in return.

At the end of the day, though, forget all the white noise and focus on the core of what is being said. This is what actually matters and what is impacting yours and my community. Stop this mindless bickering on style, wording, recalls, and just find that middle ground to satisfy all (or at least most). I’m sad and tired of people avoiding the conversations that matter because it isn’t the message or style they like.

Grow up, folks.

Zach Quinn

On Mon, Nov 30, 2020 at 10:28 AM Zach Quinn <quinn.zachary91@gmail.com> wrote:

I would like to add to your December meeting a letter I sent to the Pioneer. Thanks.

.....

Grow Up, Skamania.



Leana Kinley <leana@ci.stevenson.wa.us>

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## Sheriff Brown

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**Brenda Bush** <BBrendaJB@outlook.com>

Sat, Dec 5, 2020 at 8:05 AM

To: Leana Kinley <leana@ci.stevenson.wa.us>, "citycouncil@ci.stevenson.wa.us." <citycouncil@ci.stevenson.wa.us>

Good morning, Leana – thanks! Yes, please.

### ***Brenda J. Bush***

“What we don’t need in the midst of struggle is shame for being human.” *Brené Brown*

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**From:** Leana Kinley <leana@ci.stevenson.wa.us>

**Sent:** Tuesday, December 1, 2020 3:04 PM

**To:** Brenda Bush <BBrendaJB@outlook.com>

**Cc:** info@ci.stevenson.wa.us

**Subject:** Re: Sheriff Brown

Brenda,

Thank you for your email. If you would like to communicate this to the City Council, you can send an email to [citycouncil@ci.stevenson.wa.us](mailto:citycouncil@ci.stevenson.wa.us). Please let me know if you want this included in the Public Comments section of the December 10th council meeting packet.

Thanks,

***Leana Kinley, EMPA, CMC***

City Administrator

7121 E. Loop Rd/PO Box 371

Stevenson, WA 98648-0371

(509) 427-5970



On Tue, Dec 1, 2020 at 9:37 AM Brenda Bush <[BBrendaJB@outlook.com](mailto:BBrendaJB@outlook.com)> wrote:

Good morning!

I'm writing in support of the Sheriff and your proposal to withhold part of his budget.

To make things clear: the Sheriff has been in office for many years. The city council members come and go. Therefore the Sheriff has a better pulse of the community than the city council does.

As a resident, taxpayer and registered voter, I trust the Sheriff to keep our county safe. I would much rather have him and his deputies keeping our communities and roads safe and responding to emergencies, than enforcing an arbitrary injunction where neighbor is informing on neighbor, and in some cases, just to get the neighbor in trouble.

It is petty and a waste of law enforcement dollars. And when the city withholds dollars, it affects the entire county

If the city council does vote to reduce his budget, I can promise that I will lead a campaign in the next election – against those who voted against keeping our roads and communities safe from violence and accidents.

Thank you.

Brenda Bush

Sent from [Mail](#) for Windows 10



Leana Kinley <leana@ci.stevenson.wa.us>

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**\* Please include as Public Comment \***

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**Patte Duchesneau** <couvegirl@gmail.com>  
To: citycouncil@ci.stevenson.wa.us

Tue, Dec 8, 2020 at 2:37 PM

Dear City Council,

First of all, Thank You for your efforts to ensure that all sides are taken into account while appropriate actions and decisions are taken for the 2021 budget.

I would like to express my support for City Council to consider a partnership with the Sheriff in regards to funds being allocated accordingly to Mental Health and Racial Equity. This would be a positive partnership for all taxpayers, the Sheriff's Dept, and the Skamania Mental Health Dept.

I am also stunned and disappointed to learn that our Sheriff is choosing not to follow scientific advice during a deadly pandemic, but rather chooses to follow advice from a Criminal and Impeached President, while almost 300,000 innocent people have lost their lives. Sheriff Brown took an oath to Serve and Protect Everyone in his county and from what I have seen and witnessed these past seven years, it is obvious he does not protect and serve all of us Taxpayers in a fair and equitable way.

I would lastly like to advocate for proper Anti-Racism training for all law enforcement personnel as times have drastically changed, and not for the betterment of all. As long as some folks follow the US Vs. Them mentality, We All Lose

Respectfully Submitted,

Patricia Gangestad, B.S.W

November 23, 2020

An Open Letter to Mayor Scott Anderson, and the City of Stevenson, Council:

It is with high importance and utmost sincerity that we submit this letter in regards to a member of the City of Stevenson Council who, since first taking seat, and by any common person's estimation, maliciously sought to tarnish the reputation of our great community and willfully brought undue harm to the citizens and businesses that reside here.

Among the council members who sought election to serve their constituents is an individual who bears no apparent knowledge of the ethics and morals associated with service as an elected official in a small town.

As we understand it, based on comments from recent council meetings, he has represented himself as a council member, although the content of the letter he drafted was designed to be a personal attack on the Mayor and his fellow council members.

As we understand it, he may be being sued by a fellow council member for committing a written comment to the City's YouTube Channel; and that this comment was not only defamatory but potentially libelous. This lawsuit will likely cost the city staff and city attorney time, thus the taxpayers money.

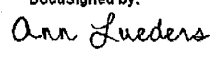
As many of us have personally witnessed and as most likely is enshrined on local social media pages, he has commented or remarked inappropriately on many public business and community pages, again without clarifying they were personal comments as opposed to the collective opinion of the council. These comments include what can clearly be considered veiled hope that community members would suffer harm or loss, insinuations that the city and the county (Skamania) residents were uneducated and "deserved what they get."


It does appear that Matt Knudsen has created a situation among the city council, and within our community that is near a tipping point. His snide, rude, unethical and immoral commentaries are only adding to the angst felt by many in our small community. His comments, which are so front and center and most vociferous on public facing pages could lead to real harm to our businesses, if they have not already done so.

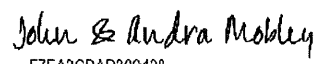
***It is with this in mind that we ask the city council to do what they can to silence Matt Knudsen. We formally request that the council censure Matt Knudsen and frankly, make a censure at each meeting of the council until such time the electorate can get him recalled from office or his term expires.***

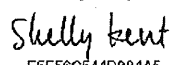
With Respect,

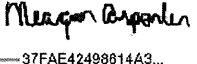
Business Owners within the City of Stevenson

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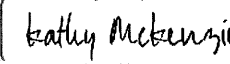
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November 23, 2020

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It is with high importance and utmost sincerity that we submit this letter in regards to a member of the City of Stevenson Council who, since first taking seat, and by any common person's estimation, maliciously sought to tarnish the reputation of our great community and willfully brought undue harm to the citizens and businesses that reside here.

Among the council members who sought election to serve their constituents is an individual who bears no apparent knowledge of the ethics and morals associated with service as an elected official in a small town.

As we understand it, based on comments from recent council meetings, he has represented himself as a council member, although the content of the letter he drafted was designed to be a personal attack on the Mayor and his fellow council members.

As we understand it, he may be being sued by a fellow council member for committing a written comment to the City's YouTube Channel; and that this comment was not only defamatory but potentially libelous. This lawsuit will likely cost the city staff and city attorney time, thus the taxpayers money.

As many of us have personally witnessed and as most likely is enshrined on local social media pages, he has commented or remarked inappropriately on many public business and community pages, again without clarifying they were personal comments as opposed to the collective opinion of the council. These comments include what can clearly be considered veiled hope that community members would suffer harm or loss, insinuations that the city and the county (Skamania) residents were uneducated and "deserved what they get."

It does appear that Matt Knudsen has created a situation among the city council, and within our community that is near a tipping point. His snide, rude, unethical and immoral commentaries are only adding to the angst felt by many in our small community. His comments, which are so front and center and most vociferous on public facing pages could lead to real harm to our businesses, if they have not already done so.

***It is with this in mind that we ask the city council to do what they can to silence Matt Knudsen. We formally request that the council censure Matt Knudsen and frankly, make a censure at each meeting of the council until such time the electorate can get him recalled from office or his term expires.***

With Respect,  
Business Owners within the City of Stevenson

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X DocuSigned by: Mary Lou Bennett \_\_\_\_\_ 12/1/2020

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X 72FD3F0905B5494... Colby Bennett \_\_\_\_\_ 12/2/2020

X \_\_\_\_\_



Leana Kinley <leana@ci.stevenson.wa.us>

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## City Council in Partnership with the Sheriff's Dept

1 message

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**Amneh Abdulkader** <amnehabdulkader@gmail.com>

Wed, Dec 9, 2020 at 4:44 AM

To: "citycouncil@ci.stevenson.wa.us" <citycouncil@ci.stevenson.wa.us>, "scott.anderson@ci.stevenson.wa.us"

<scott.anderson@ci.stevenson.wa.us>

Cc: "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>

To whom it may concern,

In light of recent events, I felt the need to voice my opinion regarding the collaboration between City Council and the Sheriff's department. I strongly support a partnership between the two, in regards to the allocation of funds towards mental health and racial equality. The partnership between City Council and the Sheriff's department would be a positive change for the community. We need to have more mental health resources available to our officers as they are not mental health counselors. Community members in Stevenson need these resources available to them at a moment's notice. Even Sheriff Brown is quoted having said that the mental health resources in Stevenson are very little.

While we are on the subject on the Sheriff's department, I also wanted to express my disappointment at Sheriff Brown's irresponsibility and "outlaw" style of dealing with the Covid mandates. Instead of taking a leadership role, and encouraging his staff and citizens to use caution, he encourages the exact opposite, by ignoring the laws, and not holding anyone responsible for their actions.

I would like this to be a public comment please. Thank you,

Amneh Abdulkader

Date: 09 December 2020

To: Stevenson City Council and City Administrator

From: Mary Repar

Subj: Budget; sheriff; sewer and water rates

Dear Council and City Administrator,

I've listened to the Council meeting and read the many public comments in recent weeks pertaining to the \$176,000 proposed budget for law enforcement services for the city of Stevenson.

First, let me say that I've lived in Skamania county for 30+ years, 29 in Stevenson, and that does not disqualify or qualify me from having an opinion! Neither age or residency are requirements in the right to free speech in our democratic republic. Just saying.

Second, it is not just the budget for law enforcement but the character and views of the sheriff and his views on which laws and mandates he will enforce or not, that should be up for debate.

The county sheriff vociferously and actively worked against I-1639, the gun control initiative. He stated he would not enforce it because, as judge and jury, he doesn't believe it is constitutional. Of course, even as vocal as he was against it, he has enforced parts of it and it has been judged constitutional by our court system. This sheriff had interactions with the Klickitat sheriff about forming a posse in Skamania county, like we need a armed and untrained bunch of folks overseeing residents. Sheriff Brown has made statements that indicate that he believes sheriffs are the ultimate authority in a county in case of emergency. Since the sheriffs departments are under the State military department, which would be used in time of political unrest and/or martial law or a natural catastrophe, he may have cause. This bears more scrutiny.

Sheriff Brown has stated, in a Seattle newspaper, that he thinks covid 19 is not worse than the flu! Tell that to the 3,000 Americans who died from covid, today. Tell that to the nearly 300,000 who have died nationwide. He has resisted putting up signs mandating masks, a mandate from our governor, on our public building which houses the jail and the sheriff's offices. What he did put up, finally, after we had a chat, at the foyer entrance of the jail is a sign posted as far from the door as possible, written in negligible font, and pasted up behind a tinted window! Seriously.

A man who believes that certain laws are not constitutional and he shouldn't enforce them because he knows best, should take off the badge and run for a legislative office where he can propone for his personal beliefs.

The sheriff's County budget for 12,000 residents is \$3,057,984 according to the 2021 proposed budget. With the addition of the City's \$176,000 the total is \$3,233, 984. If we divide 3,233,984 by 12,000 residents, that is \$269.50 /resident. If we divide the City's proposed offer of \$176,000 by the City's residents, we get \$126/resident. So, by these numbers the City should be getting another almost 50% of service. The sheriff's statistics does not bear this out. The City has every right to ask for better statistics within city limits. And, the City should ask for comparable statistics from other parts of the county so a comparison could actually be made as to where the sheriff's department is most active.

The sheriff's budget should be cut and the funds used for defraying the costs of rising water and sewer rates for City residents. Some residents are living on the edge and this council is proposing raising sewer and water rates to \$190 by 2024. That is \$2280/year!

Also, it has been proposed that the City should look into diversity training and I believe a audit of how well the City is doing in regards to racism, discrimination, etc. Some monies should go toward this process. I've previously sent in comments on this issue.

The sheriff's department is running at full capacity, I believe, with almost 30 employees. That is up from previous numbers.

The Stevenson council should have a very robust conversation about this budget request. Just because it is for the sheriff does not mean that it should be approved. He is, by law, required to provide law enforcement to all of Skamania County, including Stevenson residents who are paying twice, in County taxes and City taxes, for this service.

/e-signature/Mary Repar



Leana Kinley <leana@ci.stevenson.wa.us>

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## Letter to include in public comment for 12/10/20 City Council Mtg.

1 message

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**Kim Puckett** <kim.s.puckett@gmail.com>

Thu, Dec 10, 2020 at 7:32 AM

To: "citycouncil@ci.stevenson.wa.us" <citycouncil@ci.stevenson.wa.us>, "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>, "scott.anderson@ci.stevenson.wa.us" <scott.anderson@ci.stevenson.wa.us>

I am writing to thank the City Council for really doing its due diligence to ensure that 2021's budget is appropriately and intelligently allocated to ensure best possible spending of tax dollars in terms of services that truly impact our entire community.

I am asking city council members to reduce the police department's budget for the upcoming year and to put more funds into community social services.

I am in support of City Council considering a partnership with the Sheriff in regards to funds being allocated accordingly to mental health and racial equity. The Sheriff's department often is asked to wear many hats but they are not mental health counselors. Having resources at their fingertips to handle mental health crisis is a good thing. I see this partnership as positive.

It is my hope that City Council will include clear expectations in their contract with the Sheriff's office, as well as a clear expectation as to how the funds should be allocated in partnership with the Sheriff's office.

Additional funds are needed in areas that will directly benefit the Stevenson community - not the police department.

Sincerely  
Kim Puckett

--

Peace,  
Kim Puckett



December 10, 2020

Dear City Council,

I am again writing to voice my support for one, all the work you do! Frankly, without you we would not have a working city. I'm not able to tune into your live meetings but very much appreciate the YouTube recordings I can catch up on when time allows. Thank you for your love of our city and willingness to commit so much energy to making our community better!

That said, I'm sorry the topic of Sheriff Brown has become such a "hot topic". It seems clear to me, many don't listen to your meetings and jump to quick conclusions on defunding. There was no talk of defunding but in determining how funds should be used. I think all sides would agree with that protocol.

It's clear that our community needs mental crisis support and I expect this need will continue to grow. Forecasting budgets is all about looking at the need now and what future needs for 2021 might be. I'm pretty sure we can all agree mental health/mental crisis care needs are growing and will continue to do so.

Furthermore, I was very disappointed in Sheriff Brown's response to diversity training. His comment made it abundantly clear that diversity/anti racism training is needed within his agency. I'd like assurance our sheriff's department is involved in diversity/race sensitivity training. If not, another area I'd like to see funds directed.

I'm in no way for defunding the police but I'm in full support of full transparency of where and how budgets are allocated. I think the Sherriff and his department need oversight as does any government agency.

The Sherriff's office is a reflection of our community. Not supporting the mask mandate/Covid protocol may appeal to some but it's very off putting to others and is it really how we want our community viewed. I'm proud of our little community and wish to think of it as welcoming, caring and safe. For our downtown to thrive we need tourism dollars and "welcoming, caring and safe" will keep tourist coming and spending. Along those lines, I am aghast at the lack of professionalism on the Sheriff's Facebook page. This is a public facing media that should represent our community with a professional tone and messaging. I looked up a few other city Sherriff Facebook pages. They are focused on positivity and helping their community. Not once did I find a divisive comment or lashing out at the sheriff or community commenters. If our sheriff's department can't "police" their Facebook page it should be closed to public comments.

Thank you again for your time. I recall one of you said something along the lines of "if we're not here doing this who will, you'd all run unopposed". Thank you, we need you and deeply appreciate your service to our community! Please include my comments in the city council meeting packet.

Sincerely,

Angela Lindbo

51 Fawn Meadow Dr

Stevenson WA.

December 10, 2020

City of Stevenson

Mayor: Scott Anderson

City Council members: Robert Muth, Amy Weissfeld, Paul Hendricks, Annie McHale, Mathew Knudsen

Thank you for considering my comments. I also want to thank each of you for your service to the community and the sacrifice you have made to tend to your civic duties in light of the times we are in and for the time you lend to your position which could be spent with your families.

I want to offer my support for Sheriff Brown. I encourage the council to reach out to our Sheriff and become involved in a positive dialog with him. I'm confident the Sheriff is willing to discuss any concerns you have and would be open to your suggestions if you open the door for this opportunity.

Sheriff Brown is a true leader. He is responsible for a highly trained group of men and women who serve and protect our community as well as for the safety of the citizens of our county. He has demonstrated his adherence to the Constitution which is his contract with the people who elected him.

The Sheriff is elected by the citizens. The governor is not his boss, the City Council is not his boss nether are the County Commissioners, the Mayor or the state Attorney General. Local government can not dictate how he enforces the law. The City Council has no authority or aptitude to attempt to do the Sheriff's job or coerce him to perform in any way they feel is necessary IF the Sheriff is doing his job per the Constitution. All citizens have a right to see that the Sheriff is following the Constitution. Any impedance by the City Council of the Sheriffs duties or contract with the people is a conflict of the contract and an egregious error.

The Sheriff is responsible for ensuring no citizen is being denied his or her rights. If a bill is passed and ill informed people vote in a new law, it may be law but if it is in contradiction with the Constitution it is not lawful. The Constitution takes precedence and the Sheriff has a duty not to enforce it. The same goes for any dictates made by the Governor, etc. Unless our Legislature has amended our Constitution or made a constitutionally valid law, the Sheriff is right to not enforce a mandate which deprives a citizen of their rights. It may be prudent to encourage all citizens to read the Bill of Rights which are not rights given to us by government but are inherent rights we're born with which no government or person can take away from us. The government is not responsible for our individual healthcare decisions and they cannot tell us who we can have over to our house and if we must wear a mask or consent to a vaccination.

In closing, I encourage the Council to consider a role in working WITH the Sheriff to help him do the job he was hired to do and if there comes a time where our Sheriff is conducting himself contrary to the Constitution, let him know your concerns.

Sincerely,

Patrick Price



Leana Kinley <leana@ci.stevenson.wa.us>

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**citycouncil@ci.stevenson.wa.us, leana@ci.stevenson.wa.us**

1 message

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**Sofia Urrutia-Lopez** <sofia.urrutialopez@gmail.com>

Thu, Dec 10, 2020 at 9:11 AM

To: City Council <citycouncil@ci.stevenson.wa.us>

Dear Stevenson City Council Members,

First, I'd like to start off by saying "thank you"! I truly appreciate that you all take the time to evaluate contentious topics that can produce a range of emotions and opinions with openness and scrutiny. It's rather important to me that I can depend on a city council that evaluates these topics on a rounded base with critical thinking in place. Keep up the work, it is appreciated!

I've been watching and consuming city council meetings for a number of years now and 2020 seems like the most difficult time to be in a position as such. We are facing much adversity throughout our nation and within our city limits. We are all tired, stressed, and overwhelmed.

Myself and other community members have seen first hand what this does to those in leadership positions and fellow community members.

It's disappointing that mental health services and resources do not seem to be a priority amongst law enforcement. From what I understand, there have been several incidents where a mental health counselor was needed but not called to the scene. One of the main determinants being that we do not have local resources available at a moment's time notice. Our law enforcement officers are expected to enforce the law while also evaluating mental health crises, watching for traffic violations, assessing domestic abuse situations, managing homeless issues, etc. They have a lot on their plate!

I believe that mental health resources are valuable and needed not only in Stevenson but Skamania County. With a higher budget allocated to these resources, in partnership with the Sheriff's office, we could take a load off a LEO's shoulder and help the community at the same time.

An increase in funding for preventative community safety needs, such as mental health crisis responders, access to mental health and substance abuse treatment will stabilize and lead Stevenson and Skamania County into a safer, thriving, and successful community environment.

This can be done with the City of Stevenson's deliverables within the contract for the Skamania County Sheriff's Department. This would need a partnership between both organizations and I am hopeful that this can be done. It is my belief that we all want to see a successful, safe, and thriving community, those in leadership positions and community members.

Please submit this for public comment. Thank you!

**Cheers,**  
**Sofia**



Leana Kinley <leana@ci.stevenson.wa.us>

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## Reallocation of Police Funding

1 message

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Charlalalala Ann <charlaschuman@gmail.com>

Thu, Dec 10, 2020 at 11:20 AM

To: "citycouncil@ci.stevenson.wa.us" <citycouncil@ci.stevenson.wa.us>, "leana@ci.stevenson.wa.us" <leana@ci.stevenson.wa.us>, "scott.anderson@ci.stevenson.wa.us" <scott.anderson@ci.stevenson.wa.us>

Dear Council Members,

Please include the following in the packet and public record. You may also read this at the city Council meeting.

I have lived in Skamania County for over a decade now, and have seen many changes take place here over the years. While not all of those changes have been bad, this past year has really brought awareness to injustices in our community such as racial inequality, and a lack of mental health resources and funding. The latter being of major concern here in our county.

It saddens me to see what was once (in my opinion) an institution of honor and integrity, turn into merely a building for political showboating. It further saddens me that "protect and serve" seems to be a thing of the past here, as Sheriff Brown and the rest of the staff have made perfectly clear by their refusal to participate in acts that would mitigate a global, deadly pandemic, such as wearing masks.

I find it ridiculous, at best, to continue to feed such an insane amount of money into an organization that refuses to abide by mandates laid out by our state's Governor, regardless of our leader's political affiliation. I would ask who wins in that situation? Sheriff Brown, who gets an ego boost by those in agreement with his views? The thousands of people who have died of this virus? The countless families now missing a loved one? It's honestly heartbreaking.

The words "defund the police" have never, and will never, come out of my mouth. In no way do I think we should completely abolish our Police Department. However, I do believe there needs to be a reallocation of some of the funds that go to that department, for a multitude of reasons.

As someone who personally struggles with mental health issues, I can honestly say that resources for help in that area are lacking in our county. Expecting an officer with no training in dealing with someone experiencing a mental health crisis to respond to a call and appropriately handle the situation is preposterous. Which only brings attention to the fact that more funds need to be going to mental health services.

I would take that a step further and suggest the police shouldn't even be responding to domestic violence calls. At least not alone. I feel that we would have much better outcomes and resolutions if domestic violence advocates were also on such calls. Again, what special training to police go through to prepare them for these types of situations?

We need to stop expecting our officers to handle every single situation, even when they are ill equipped to do so.

Until we realize, and start acting as though, we really are all "in this together," nobody wins. Forming ridiculous posses, refusing to wear masks, not appropriately handling the situation at Granny's, etc. helps no one. There are very real and very large problems within our community that need to be dealt with, but that will never happen if all we're focused on is the fact that masks are uncomfortable.

Respectfully,

Char

--

Charla Schuman  
623-565-6793



Mitzi B. Ferrill, D.C.  
138 NW 2<sup>nd</sup> St. / P.O. Box 1498 / Stevenson, WA 98648  
P: 509-427-3600 / F: 509-427-3601

December 10, 2020

Dear Stevenson City Council:

We are writing this letter in regard to the possible defunding of the Skamania County Sheriff's Department by the City of Stevenson.

As we understand it, the current annual funding from the City of Stevenson to the Skamania County Sheriff's Department is \$177,000. This amount equates to roughly 5% of the annual budget of the Skamania County Sheriff's Department. Conversely, emergency calls in the City of Stevenson alone make up approximately 20% of the total law enforcement calls each year. If the City of Stevenson did not fund the Skamania County Sheriff's, then the City of Stevenson, by law, would have to hire their own chief law enforcement. It is estimated that the annual cost would conservatively be \$300,000 to \$400,000 when you factor in a 40-hour paid employee with benefits, new equipment, a vehicle, and a mutual aid agreement with the Skamania County Sheriff's Department. Additionally, the City of Stevenson and the Skamania County Sheriff's Department have had a 50-year relationship with no litigation from the city in the past.

We have also come to learn that the City of Stevenson is currently underpaying the Sheriff's Department, considering the size of the City. This occurs while receiving the benefit of full-service calls and response by the Sheriff's department. It would appear to us that instead of considering defunding the Sherriff's Department, we at the very least may want to offer a bit of gratitude.

As residents and business owners in the City of Stevenson, we appreciate that we feel safe and protected in town. We can walk around the City at any time of the day or night with our three-year-old daughter/granddaughter with no fear of being harassed. We are grateful that we can operate our businesses in downtown Stevenson without the fear of being vandalized or broken into. Keeping the Skamania County Sheriff's Department funded not only makes sense financially for the City, but we personally and professionally think it is the best idea for the health and safety of Stevenson.

Please DO NOT defund the Skamania County Sherriff's Department!

Sincerely,

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Mitzi B. Ferrill, D.C.                      A. Scott Yerrick, D.C.                      Ryan Ferrill, President  
Skamania Chiropractic                      Skamania Chiropractic                      Pacific Ghost Forestry Services, Inc.



*City of Stevenson*  
**Public Works Department**

(509)427-5970

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

**TO:** Whom it may concern  
**FROM:** Karl Russell, Public Works Director  
**DATE:** December 4, 2020  
**SUBJECT:** Zettler-Powers Road Vacation

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The proposed “Zettler-Powers Road Vacation” has no impact from a public works point of view. There are no city owned utilities within the vacation boundaries nor does it affect the ability for continued maintenance on Impala Drive.

Regards,

Karl Russell



# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** December 10<sup>th</sup>, 2020  
**SUBJECT:** Zettler-Powers Street Vacation

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This memo provides a short analysis from the Planning Department of the proposed Zettler-Powers Street Vacation. The analysis is limited to the plat's background and identification of potential evaluation factor's related to the vacation.

### **Background**

The following timeline is relevant to the plat wherein the proposed vacation is located. This timeline includes more entries than expected for a road vacation, indicating to staff a lack of appropriate planning has vexed subsequent property owners.

- **1961** – The “Meaghers Subdivision” is approved by the Skamania County Board of Commissioners. A 40' wide street named “Biscayne Street” was located in the approximate location of this proposal and served lots 13, 14, 17, 18, and 19. Lot 18 also connected to an unnamed lane intersection with Hot Springs Alameda.
- **1964** – The “Meagers Addition to Stevenson Washington” is approved by the Town of Stevenson as a full replat of the Meaghers Subdivision. A 20' wide right-of-way remains in the general area of Biscayne Street, now providing access to lots 14, 18, and 19. The unnamed lane intersecting with Hot Springs Alameda no longer connects to Lot 18. View Point Road now connects to Lot 19.
- **1975** – A portion of View Point Road is vacated by the City of Stevenson. View Point no longer connects to Lot 19.
- **1978** – The unnamed lane intersecting with Hot Springs Alameda is vacated by the City of Stevenson.
- **2020** – The owners of lots 14, 18, and 19 petition the City of Stevenson for vacation of the 20' wide right-of-way in the vicinity of the former Biscayne Street.

### **Evaluation Factors**

The following factors may assist the City Council's discussion:

- **Developed Nature of Street** – No street or public utilities have ever been developed in this location. Terrain at the intersection of the right-of-way with Impala Street is steep and development of a street is likely infeasible for the City. The City Council could consider reserving an easement for future installation of utilities, but planning staff does not see the necessity in this case.
- **Connection to Lots** – As a result of the 1975 vacation of View Point Road, Lot 19 now relies solely on this right-of-way for access. Lots 14 and 18 have alternate access. Lots 18 and 19 share common ownership and are developed with an existing home straddling their shared lot line. As a contingency of the vacation the Council could consider 1) requiring a lot line elimination, 2) recording an easement across Lot 18 for the benefit of Lot 19, or 3) recording a covenant requiring an easement prior to sale of Lot 19.

- **Ownership of Vacated Territory** – The territory of the vacated streets typically is divided between adjacent owners. In this case, the 1975 vacation of View Point Road provided no territory to Lot 19 while removing its access and provided a strip of land ~20'x180' to Lot 14. The area of this street naturally appears to be part of Lot 18 (so much so that the Assessors Tax Parcel maps have included it within that lot for a number of years). The Council could consider addressing this issue in some way (with legal counsel assistance) to designate a single recipient of the vacated area.

Attachments:

- 1- Meaghers Subdivision
- 2- Meaghers Addition
- 3- Ordinance 660
- 4- Ordinance 721



58415

MEAGHERS SUBDIVISION  
 SKAMANIA COUNTY, WASHINGTON  
 SECTION 36 T.W.N. 3 N., R. 7 E. W.M.

SCALE 1" = 100'  
 MONUMENTS DENOTED

DESCRIPTION

Beginning at the Northwest Corner of Block 3 Johnson's Addition, being also the Southwest Corner of Block 2 of Cascades Addition as shown by Official Plat on file in the Office of the County Auditor, said point being North 460.0 ft. and East 36.5 ft. from the quarter corner on the South side of Section 36 Township 3 North Range 7 E. W.M., thence from the point of beginning South 66.89 ft., thence North 74°00' West 160.00 ft., thence North 11°19' West 185.14 ft., thence North 87°34' West 229.56 ft., thence North 24°53' West 353.65 ft., thence South 89°41' East 78.60 ft., thence North 00°19' East 181.49 ft., thence South 77°00' East 137.52 ft., thence North 16°59' East 101.25 ft., thence South 62°57' East 162.36 ft., thence South 30°07' West 85.95 ft., thence South 00°19' West 90.85 ft., thence South 89°41' East 176.00 ft. to the North and South Center line of Section 36, thence South 00°39' East 178.14 ft. along said center line of Section, thence East 46.18 ft. to the Northwest Corner of Lot 8 of Cascade Addition, thence South 310.00 ft. along West side of Cascade Addition, to the point of beginning.

Also Lot 9 of Block 2 Cascades Addition to be dedicated as a street.

DEDICATION

Know all men by these presents that the undersigned owners of the land hereby platted, declare this plat and dedicate to the use of the public forever all roads, streets, avenues and lanes as shown on the plat.

In witness whereof we have hereunto set our hands and seals this 15 day of May, 1961.

*Clark H. Eldridge*  
 Registered Professional Engineer

RESERVATIONS

Any service, installation or construction charges for sewer, water or electricity are not covered by this plat.

ENGINEER'S CERTIFICATE

I hereby certify that the Plat of Meagher's Sub-division is based upon an actual survey and that the distances and courses of angles are shown thereon correctly, and monuments have been set and all lot corners have been staked on the ground.



*Clark H. Eldridge*  
 Clark H. Eldridge  
 Registered Professional Engineer

ACKNOWLEDGEMENT

State of Washington )  
 County of Skamania ) ss

This is to certify that on the 15 day of May, A.D. 1961 before me the undersigned, a notary public in and for the State of Washington duly commissioned and sworn, personally appeared before me Clark H. Eldridge and Clark H. Meagher, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and for the uses and purposes mentioned therein.

*Clark H. Eldridge*  
 Notary Public in and for the State of Washington, residing at Stevenson

I, Mildred O'Donnell, Treasurer of Skamania County, Washington hereby certify that all taxes on the above property are fully paid up and including 1960.

*Mildred O'Donnell*  
 Skamania County Treasurer

Approved by me this 15 day of May, 1961.

*Clark H. Eldridge*  
 Skamania County Engineer

Approved by the Board of County Commissioners this 15 day of May, A.D. 1961.

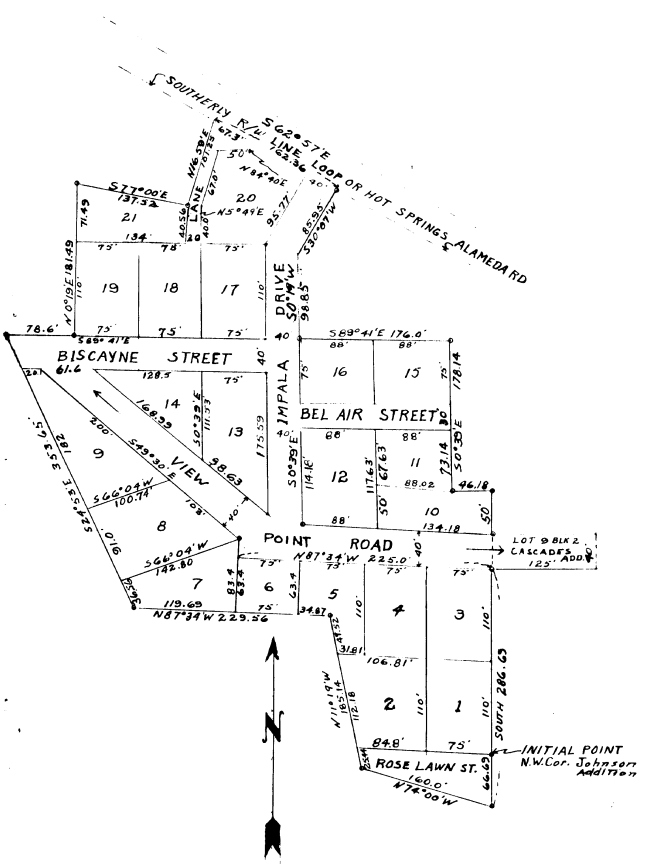
Attest:  
*Frederic O'Neal*  
 Chairman, Board of County Commissioners.

Filed for record at the request of Clark H. Eldridge on May 15, 1961 at 11:00 minutes past 11:00 o'clock and recorded in Volume A of Plats, Page 108 Records of Skamania County.

*Frederic O'Neal*  
 Skamania County Auditor  
*S. Wilson*  
 By Deputy Auditor

Approved by Councilmen of Town of Stevenson this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

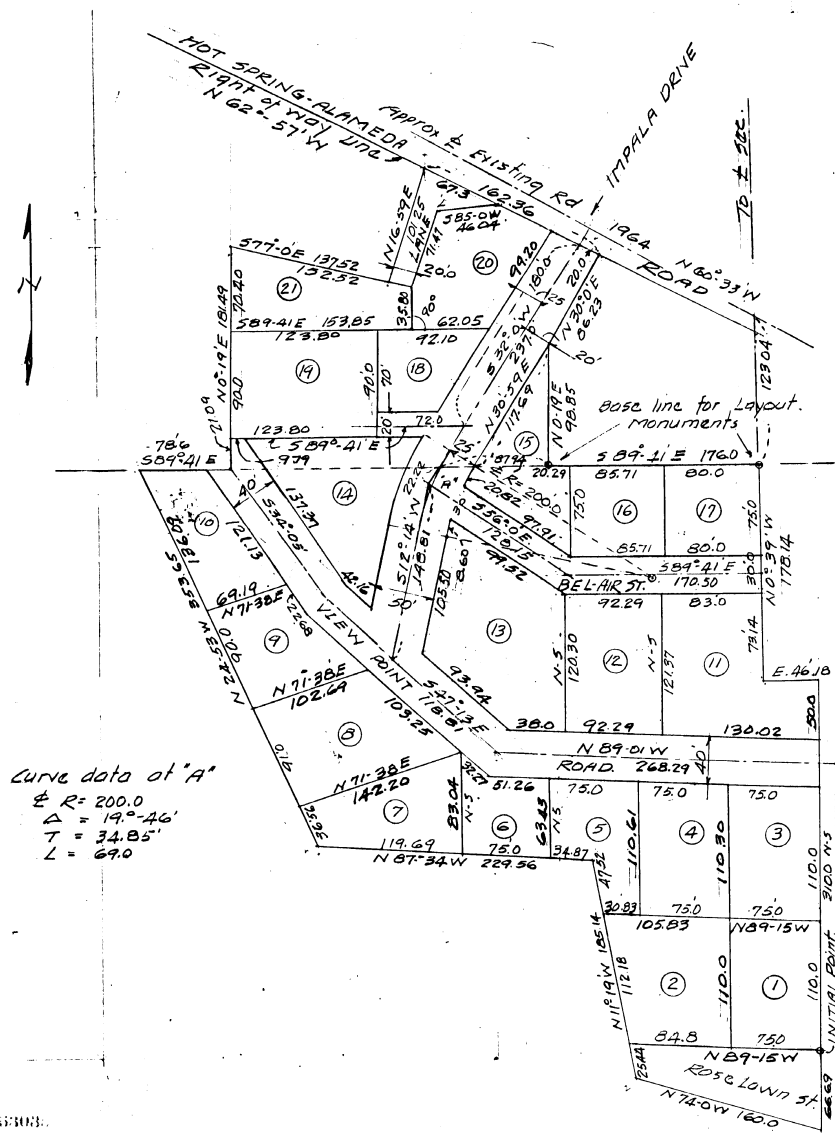
\_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 Councilman  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



# MEAGHERS ADDITION TO STEVENSON WASHINGTON

## A RE-PLAT OF MEAGHERS SUBDIVISION FILED MAY 15 1961

SCALE 1" = 60'



Curve data of "A"  
 $R = 200.0$   
 $\Delta = 19^{\circ} 46'$   
 $T = 34.85'$   
 $L = 69.0$

### DESCRIPTION

Beginning at the Northwest Corner of Block 3 Johnson's Addition, being also the Southwest Corner of Block 2 of Cascades Addition as shown by Official Plat on file in the Office of the County Auditor, said point being North 460.0 ft. and East 36.5 ft. from the quarter corner on the South side of Section 36, Township 3 North, Range 7 E.W.M., thence from the point of beginning South 66.69 ft., thence North 74° 00' West 160.00 ft., thence North 11° 19' West 185.14 ft., thence North 87° 34' West 229.56 ft., thence North 24° 53' West 353.65 ft., thence South 89° 41' East 78.50 ft., thence North 00° 19' East 181.69 ft., thence South 77° 00' East 137.52 ft., thence North 16° 59' East 101.25 ft., thence South 62° 57' East 162.36 ft., thence South 30° 00' West 85.95 ft., thence South 00° 19' West 96.85 ft., thence South 89° 41' East 176.00 ft. to the North and South Center line of Section 36, thence South 00° 39' East 178.14 ft. along said center line of Section, thence East 46.18 ft. to the Northwest Corner of Lot 8 of Cascade Addition, thence South 310.00 ft. along West side of Cascade Addition to the point of beginning.

Also Lot 9 of Block 2, Cascades Addition to be dedicated as a street.

### RESERVATIONS

Any service, installation or construction charges for sewer, water or electricity are not covered by this plat.

### DEDICATION

Know all men by these presents that the undersigned owners of the land hereby platted, declare this plat and dedicate to the use of the public forever all roads, streets, avenues and lanes as shown on the plat.

In witness whereof we have hereunto set our hands and seals this 30th day of March, 1964.

*Mildred Meagher*  
*Ruth Meagher*

### ACKNOWLEDGEMENT

State of Washington )  
 ) ss  
 County of Skamania )

This is to certify that on the 30th day of March, A.D. 1964 before me the undersigned, a notary public in and for the State of Washington duly commissioned and sworn, personally appeared before me *Mildred Meagher* and *Ruth Meagher*, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and for the uses and purposes mentioned therein.

*[Signature]*  
 Notary Public in and for the  
 State of Washington, residing  
 at Stevenson, Washington.

### ENGINEER'S CERTIFICATE

I hereby certify that the Plat of Meagher's Sub-Division is based upon actual survey and that the distances and courses of angles are shown thereon correctly, and monuments have been set and all lot corners have been staked on the ground.

*[Signature]*  
 Clark H. Eldridge  
 Registered Professional Land Surveyor

Approved by Councilmen of Town of Stevenson this 22 day of March, 1964.

*[Signature]*  
 Mayor  
*[Signature]*  
 Councilman  
*[Signature]*  
 Councilman  
*[Signature]*  
 Councilman

I, Mildred O'Donnell, Treasurer of Skamania County, Washington, here by certify that all taxes on the above property are fully paid up and including 1964.

*[Signature]*  
 Skamania County Treasurer

Filed for record at the request of *Ruth Meagher* on *March 22*, 1964 at 20 minutes past 3 o'clock and recorded in Volume *A* of Plats, Page *120* Records of Skamania County.

*[Signature]*  
 Skamania County Auditor  
*[Signature]*  
 Deputy Auditor

ORDINANCE NO. 660

AN ORDINANCE DECLARING VACATION OF STREET

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WHEREAS, heretofore a petition having been presented to the Town Council of the Town of Stevenson for the purpose of vacating a portion of a certain street as hereinafter described, and further, a resolution having been passed by the Town Council of the Town of Stevenson for such purpose; and it being made further shown to appear by the records and proceedings herein that a hearing has been duly had pursuant to publication thereof said notice of hearing for the purpose of hearing objections to the vacation of said street; and,

WHEREAS, it being made shown to appear that after such hearing upon the vacation of said street by the Town Council of the Town of Stevenson, after having been presented to it the evidence in support of such vacation by the abutting owners thereof consisting of more than two-thirds of the abutting owners, and no objections having been filed thereto, and it appearing to the best interests of the petitioners and the Town of Stevenson that the said street hereinafter described be vacated and abandoned,

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Stevenson that the following described portion of street in the Town of Stevenson, Skamania County, State of Washington, to wit:

Being all that part of Viewpoint Road lying North and West from a line extending across Viewpoint Road from the southernmost corner of Lot 14 of Meagher's Addition to the Town of Stevenson, Washington, in a southeasterly direction to the southeast corner of Lot 9 of Meagher's Addition to the Town of Stevenson, according to the official plat thereof on file at Page 120 of Volume A of Plats, Records of Skamania County, Washington.

be and the same is hereby declared legally vacated for all purposes and intents; and that a copy of this ordinance be mailed by the Clerk of the Town of Stevenson to the County Treasurer of Skamania County, Washington.

BE IT FURTHER ORDAINED by the Town Council of the Town of Stevenson that the Town shall reserve and does by these presents, reserve an easement with respect to such vacated street for the purpose of repair or maintenance of public utilities and/or services.

Passed by the Town Council of the Town of Stevenson this 12<sup>th</sup> day of May, 1975.

James C. Wright  
Mayor, Town of Stevenson

Attest:  
[Signature]  
Clerk

Approved as to form and entry:  
[Signature]  
City Attorney

ORDINANCE NO. 721

AN ORDINANCE DECLARING  
VACATION OF STREET

WHEREAS, heretofore a petition having been presented to the City Council of the City of Stevenson for the purpose of vacating a portion of a certain street as hereinafter described, and further, a resolution having been passed by the City Council of the City of Stevenson for such purpose; and it being made further shown to appear by the records and preceeding herein that a hearing has been duly had pursuant to service thereof said Notice of Hearing for the purpose of hearing objections to the vacation of said street; and,

WHEREAS, it being made shown to appear that after such hearing upon the vacation of said street by the City Council of the City of Stevenson, after having been presented to it the evidence in support of such vacation by the abutting owners thereof, consisting of more than two-thirds of the abutting owners, and no objection having been filed thereto, and it appearing to the best interests of the petitioners and the City of Stevenson that the said street hereinafter described be vacated and abandoned,

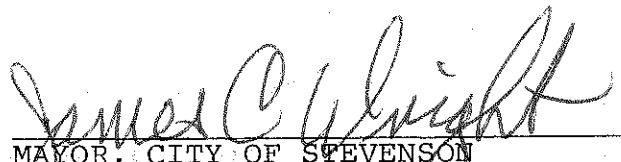
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Stevenson that the following described portion of street in the City of Stevenson, Skamania County, State of Washington, to-wit:

Beginning at the NE corner of Lot 21 Meaghers Addition to Stevenson according to the replat thereof, recorded at Book A, page 120 of Skamania County Plat Records; thence N 77°0' W 20 ft. to a point in the N line of said Lot 21; thence N 16°59' E 101.25 ft. to a point in the S right of way line of Hot Spring-Alameda Road, said point bears N 62°57' W 162.36 ft. from the intersection of the easterly right of way of Impala Drive with the S right of way line of Hot Spring-Alameda Road; thence southeasterly along said S right of way line 67.3 ft. to a point; thence S 85°0' W 46.04 ft. to a point; thence S 16°59' W 71.47 ft. to the point of beginning.

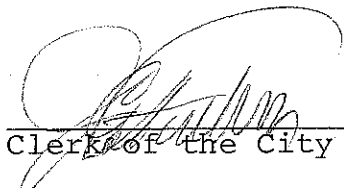
be and the same is hereby declared vacated for all purposes and intents; and that a copy of this Ordinance be mailed by the Clerk of the City of Stevenson to the County Treasurer of Skamania County, Washington.

BE IT FURTHER ORDAINED by the City Council of the City of Stevenson that the City shall reserve and does by these presents reserve an easement with respect to such vacated street for the purpose of repair or maintenance of public utilities and/or services.

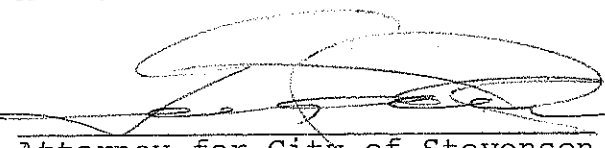
PASSED BY THE CITY COUNCIL OF THE CITY OF STEVENSON this 14 day of <sup>DECEMBER</sup>~~November~~, 1978.

  
MAYOR, CITY OF STEVENSON

ATTEST:

  
Clerk of the City of Stevenson

APPROVED AS TO FORM:

  
Attorney for City of Stevenson

Dear City Council Members,

We the owners of the property to the area included in this petition would like the council to consider the following concerns.

The Meaghers Addition Replat of 1964 dedicated named roads, streets, avenues, lanes...the area we are asking for a vacation is none of these. The best description would be a planned driveway and that use was never implemented at any time. Furthermore, The original septic system was placed within the area that is being vacated.

Our house was built spanning lots 18 and 19 in 1965. Lot 19 would not be able to be sold separately regardless of the vacated area requested. An easement would be impractical. However, how all this was allowed to occur in the distant past is unknown, but all owners (we are the third) have been assessed and taxed for the area that is requested to be vacated.

Our only desire is to repair and improve our deck without having to pay for corrections to issues that preexisted, and where created when the original building permit was approved. We fully understand and respect the concept of doing things the right way, but it has already cost us a significant amount to have the vacated area surveyed. We feel that further requirements to fix problems that originated with the city's approval of the building permit 55 years ago is unfair to us as current owners and should not result in further financial burden or limit our ability to provide a safe and enjoyable residence.

We have consulted with our contiguous neighbor, and he agreed that this area was our yard as far as he was concerned and has signed a release of interest for any part of the vacated driveway.

Thank you for your consideration for our interest as fellow citizens and neighbors.

Auguste and Cora Zettler

I, Dale Powers, release any and all interest I may have in the Zettler/Powers Vacation of Roadway. This roadway is located above my property and is located solely on the Zettler's property.

Dale Powers

12-8-20

Signature, Dale Powers

Date





*City of Stevenson*  
**Public Works Department**

(509)427-5970

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

**TO:** Whom it may concern  
**FROM:** Karl Russell, Public Works Director  
**DATE:** December 4, 2020  
**SUBJECT:** No-Name Road, Road Vacation

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There has been little to no maintenance performed by the city on this section of road that we are now referring to as "No-Name" Road in recent history. I was approached by the Skamania County Cemetery District and was asked if the city could start maintaining the road due to lack of parking for cemetery events. I agreed that the city would "brush" the road and re-establish the right of way leading into the cemetery. Prior to performing the work, I contacted the property owner on the northern portion of No-Name Road to let them know of the work we would be performing. The property owner asked if I could hold off brushing until she and the property owner on the southern border of No-Name Road could hold a meeting with the cemetery district to voice their concerns/wishes on the future of No-Name Road. I agreed to wait until that meeting could take place. To my knowledge there was a delay of said meeting and I am still waiting on the results.

If it is decided to vacate No-Name Road, a proper emergency apparatus turn around would need to be provided. A map is included to provide an idea of what that may look like. There is no city owned utilities on No-Name Road. If it is decided to not vacate the road, re-establishment of the right of way boundaries will be needed.

Regards,

Karl Russell





# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** City Council  
**FROM:** Ben Shumaker  
**DATE:** December 10<sup>th</sup>, 2020  
**SUBJECT:** No Name Road Vacation

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This memo provides a short analysis from the Planning Department of the proposed No Name Road Vacation. The analysis is limited to the plat's background and identification of potential evaluation factor's related to the vacation.

### **Background**

The following timeline is relevant to the plat wherein the proposed vacation is located.

- **1963** – The "Iman Rock Creek Tracts" is approved by the Skamania County Board of Commissioners. A 50' wide unnamed street is dedicated and provides access to lots 10, 11, 12, 13, and to a parcel identified as "cemetery". Lots 10 and 12 also connect to a 50' right-of-way currently known as Iman Cemetery Road.
- **2016** – The "Krug Boundary Line Adjustment/Lot Line Elimination" is approved by the City of Stevenson lots 12 & 13 are combined with lots 14 & 15 as one parcel.
- **2020** – The owners of lots 10, 11, and the combined Lot 12-15 petition the City of Stevenson for vacation of the 50' wide right-of-way. The cemetery district is not a party to this petition.

### **Evaluation Factors**

The following factors may assist the City Council's discussion:

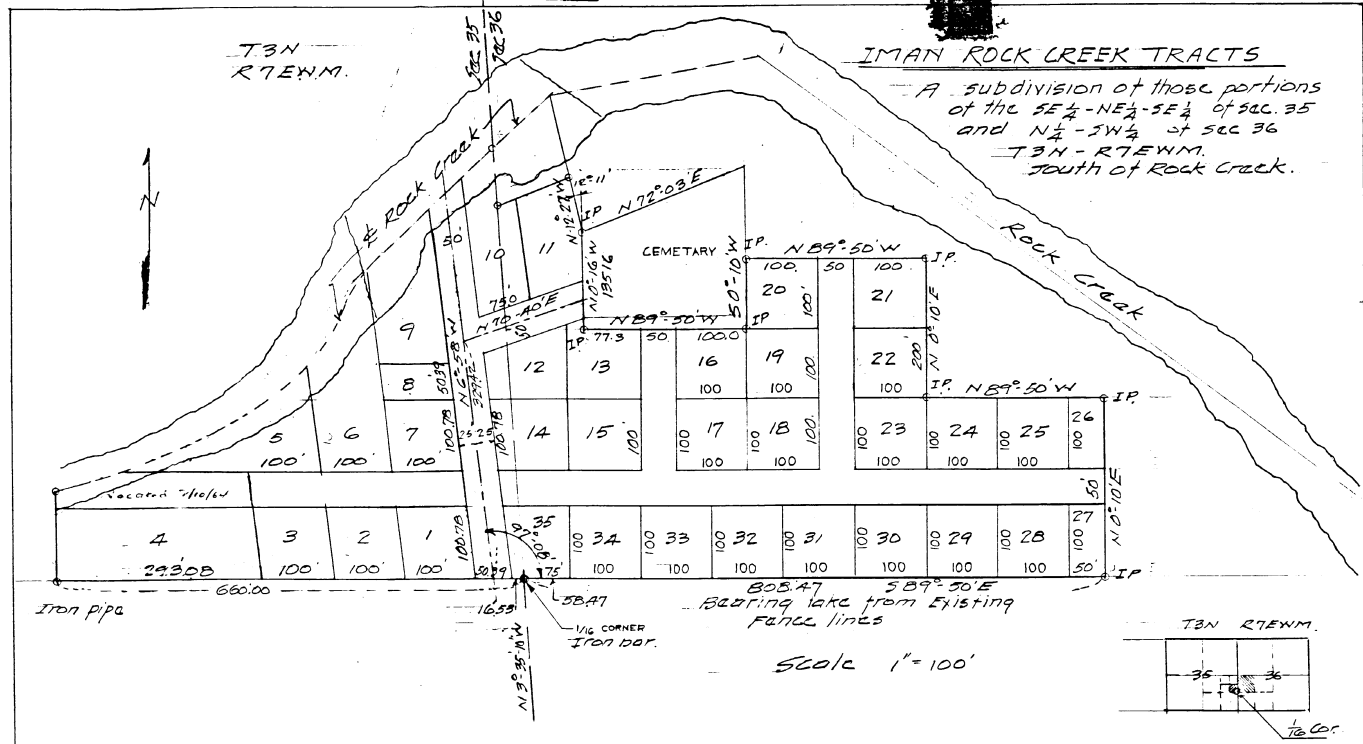
- **Developed Nature of Street** – See public works memo. The street surface is developed.
- **Connection to Lots** – Lot 11 relies solely on this right-of-way for access. Lots 10 has alternate access. The combined Lot 12-15 has 3 alternate accesses. As a contingency of the vacation the Council could consider 1) requiring a lot line elimination, 2) recording an easement across Lot 10 for the benefit of Lot 11, or 3) recording a covenant requiring an easement prior to sale of Lot 11.
- **Circulation System** – The existing street provides a circulatory benefit for the cemetery operations; funeral processions have a single, separated points of entry/exit. Hearses and mourners are not currently required to turnaround within the small cemetery's boundaries. Also, no street within this plat contains street ends facilitating turn around by fire apparatus. The current platted right-of-way provides an opportunity for one to be developed.
- **Ownership of Vacated Territory** – The territory of the vacated streets typically is divided between adjacent owners. This proposal is fairly typical, however the cemetery's location at the end of this right-of-way would be left out. The Council could consider addressing this issue in some way (with legal counsel assistance) to designate intended recipients of the vacated area.

Attachments:

- 1- Iman Rock Creek Tracts

A 118

62135



DESCRIPTION

Beginning at the one sixteenth corner between the S.E.¼ of Section 35 Township 3 North, Range 7 E.W.M. and the S.W.¼ of Section 36, Township 3 North, Range 7 E.W.M., which point is marked by an existing steel bar; thence S 89° 50' E. along the southerly line of the N.E.¼ of the S.W.¼ of Section 36, Township 3 North, Range 7 E.W.M. a distance of 802.47 feet; thence N 0° 10' E. 250.0 feet; thence N 89° 50' W 250.0 feet; thence N 0° 10' E 200.0 feet; thence N 89° 50' W 250.0 feet; thence S 0° 10' W 100.0 feet; thence N 89° 50' W 227.3 feet; thence N 0° 10' W 135.16 feet; thence N 12° 27' W to a line 20.0 feet distant southerly from the south bank of Rock Creek as described in deed recorded at Book H, Page 409 of Records of Skamania County Auditor; thence westerly along said line to an intersection with the section line between Sections 35 and 36 Township 3 North, Range 7 E.W.M.; thence northerly along said section line to the center of Rock Creek as defined in deed recorded at Book 2, Page 439 of Skamania County Auditor's records; thence westerly along the center of Rock Creek to the westerly line of the S.E.¼ of the N.E.¼ of Section 35, Township 3 North, Range 7 E.W.M.; thence South along said line to the southerly line of the S.E.¼ of the N.E.¼ of the S.E.¼ of Section 35, Township 3 North, Range 7 E.W.M.; thence easterly along the southerly line of the S.E.¼ of the N.E.¼ of the S.E.¼ of Section 35, Township 3 North, Range 7 E.W.M. 660.0 feet more or less to the point of beginning.

DEDICATION

Know all men by these presents that the undersigned owner of the land hereby platted, declare this plat and dedicate to the use of the public forever all roads, streets, avenues and lanes as shown on the plat.

In witness whereof, I have hereunto set my hands and seal this 29 day of August, 1963.

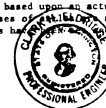
*Clark H. Eldridge*

RESERVATIONS

Any service, installation or construction charges for sewer, water or electricity are not covered by this plat.

ENGINEER'S CERTIFICATE

I hereby certify that the plat of Iman Rock Creek Tracts is based upon an actual survey and that the distances and courses as shown thereon correctly, the monuments have been set at all lot corners.



*Clark H. Eldridge*  
Clark H. Eldridge  
Registered Professional Engineer

ACKNOWLEDGEMENT

This is to certify that on the 29 day of August, 1963 before me the undersigned, a Justice of the Peace in and for the State of Washington duly commissioned and sworn, personally appeared *Clark H. Eldridge* to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and for the uses and purposes mentioned therein.

*Mildred O'Donnell*  
Justice of the Peace, in and for the State of Washington, residing at *Skamania, Wash.*

I, Mildred O'Donnell, Treasurer of Skamania County, Washington hereby certify that all taxes on the above property are fully paid up and including the year 1963.

*Mildred O'Donnell*  
Skamania County Treasurer

Approved by me this 3 day of Sept, 1963.

*Clark H. Eldridge*  
County Engineer

Approved by the Board of County Commissioners this 3 day of Sept, A.D., 1963.

*Clark H. Eldridge*  
Chairman, Board of County Commissioners.

Attest:

County Auditor and Clerk  
Board of County Commissioners

62135

Filed for record at the request of *Clark H. Eldridge* on *Sept 27* at *2:28* to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and for the uses and purposes mentioned therein.

*Mildred O'Donnell*  
County Auditor

*Clark H. Eldridge*  
Deputy Auditor



Leana Kinley <leana@ci.stevenson.wa.us>

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## No Name Road Vacation

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Pat Rice <easylivingpat@gmail.com>

Mon, Dec 7, 2020 at 1:21 PM

To: City Council <citycouncil@ci.stevenson.wa.us>, Leana Kinley <leana@ci.stevenson.wa.us>

Dear Stevenson City Council,

The purpose of this email is to voice our support for a yes vote on the No-Name road vacation before you. We are in favor of this road vacation for these reasons:

1. It will save the city money on caring for this right of way. The city historically has not maintained this right of way but as Karl Russell notes in his December 4th memo, the city has been asked to start maintaining this road.
2. The cemetery district recently considered using the No Name road for additional parking. However, for the last 119 years Holly St has adequately provided access and parking (see photo at this link: <http://pnwphotoblog.com/iman-cemetery/>). Even when a very well known attorney, Jerry Doblle, passed away in 2018 and was interned at Iman Cemetery, Holly St provided more than adequate access for those who attended. And in the off chance that there would be that once in 30 years need for additional parking, the remaining neighborhood streets can be used for this unusual overflow parking need.
3. At the last council meeting there was talk about access to Rock Creek falls. No Name Rd was never previously the access point for the falls. Historically citizens would park on Holly St, walk through the cemetery gate and then cross private property to get to these falls. The owners of this parcel (#03073623060000) posted the property last summer with no trespassing signs, cutting off access. This has nothing to do with this road vacation petition as No Name Road never did provide access to any portion of Rock Creek.

Please give your YES vote to this road vacation petition.

Pat Rice  
Karen Rutledge



Leana Kinley <leana@ci.stevenson.wa.us>

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## No Name st. abandonment request

1 message

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**L Krug** <lvk3031@gmail.com>

Wed, Dec 9, 2020 at 9:13 AM

To: Leana Kinley <leana@ci.stevenson.wa.us>

Please enter this email into the December 10th meeting minutes.

Thanks to all who took their time to review this matter, I have participated in this request for the following reason. Having purchased the property to the South of the above named road, consisting of the original lots of 12,13,14 and 15. I noticed that the road has not been maintained for some time and not being used for the access to the cemetery. I then thought that there must be a better use for the land.

In 1982 the adjacent owners requested an abandonment of the then jurisdiction Skamania County, and was not approved for some reason. I approached my neighbor that owns the two lots #10 and 11 and asked if she would consider requesting the abandonment to enhance her two lots to have more square footage for development, and she agreed to proceed.

This is my only interest in this matter, If the abandonment were to be approved I would deed my half to her with to only stipulation that my North driveway would be preserved that provides access to my lot # 12.

Thank you again for your attention in this matter, Sincerely, Larry Krug [929 First Falls View Rd.](#) 503 779 7752

# Skamania County Cemetery District No. 1

(509) 427-4114

P.O. Box 357 — Carson, Washington 98610

December 9<sup>th</sup>, 2020

City of Stevenson

Leana Kinley, City Administrator

leana@ci.stevenson.wa.us

Leana,

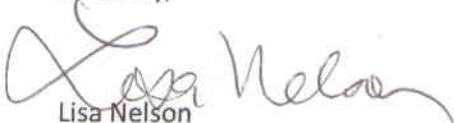
The Cemetery District Board reviewed the Notice of Public Hearing on Road Vacation known as "No Name Road", also referred to as Iman Cemetery Road. Following is the Board's response:

The Cemetery District is an abutting property owner with vested rights. The Board of Commissioners are in opposition to the vacation of a section of No Name Rd/Iman Cemetery Rd for the following reasons:

- Access – Cemetery District has access gates on two sides of Iman Cemetery in order to approach the cemetery from either side to reduce impact from equipment movement for ingress and egress.
- Parking – Cemetery District previously thought parking was not necessary at both access gates, however a recent burial brought to the attention of staff and board members that in order to not infringe on the neighborhood at large, parking needs to be readily available to accommodate funeral services on site regardless of regularity of burials.

The Cemetery Board appreciate the input provided over the last several months to Cemetery District staff and Board members by neighboring property owners as well as City staff that have helped them come to this conclusion. If City Council elects to vacate said easement please indicate what findings support the public purpose behind the street vacation. Any other questions or concerns in the matter, please feel free to contact our office.

Sincerely,



Lisa Nelson

Office Manager

Skamania County Cemetery District

[skacocemetery@embarqmail.com](mailto:skacocemetery@embarqmail.com)

Dear Stevenson City Council,

We built our home on 313 Iman Cemetery Rd in 2003 and have enjoyed being part of the Stevenson community for the last 17 years. We strive to continue being as good of neighbors and citizens within the Stevenson community as we can possibly be.

The purpose of this letter is to share our thoughts on the petition to vacate the “no name road” next to our home, property lots 10 & 11 which we own, our neighbors the Krugs and the Iman Cemetery, within which my husband Jerry Doblle is buried.

This “no name road” is part of the Iman Tracts and it has not been maintained for decades and it has not been utilized by the cemetery maintenance for several years.

Our petition to the city to vacate this non-essential and unused easement has the intent of creating the following value and improvements to the city of Stevenson.

**Safety:**

For as long as we have been here, we have witnessed this “no name road” be misused as a gateway for individuals seeking water access to Rock Creek. We want the citizens of Stevenson to enjoy and access the water and we understand that County Commissioners Lannon and Waters are currently working on a proposal for public access to Rock Creek on the North side of the River. At our location however there is no direct public access to Rock Creek without walking over gravesites within the Iman Cemetery and/or trespassing on the Mckinnen property and the Doblle property. This behavior, by as many as 20 – 50 people per day, has created a regular disgrace to the gravesites within the cemetery, an abundance of trash and litter, vandalism and ultimately a robbery of our property during the summer of 2018. The thieves used the “no name road” to park the get-away vehicle.

The gate to the Iman Cemetery was locked after this robbery occurred and has been unused by the Iman Cemetery for the last few years. This simple solution of blocking the access has already made a noticeable improvement in the reduction of trespass and crime that this “no name road” previously invited.

We strongly believe that the best solution for removing the future risk will be by maintaining the progress we have already made and further removing the temptation and illegal access point created by this space.

**Communal Interest:**

We understand that the Iman Cemetery Board has proposed a subsequent alternative petition asking the City of Stevenson to invest in future maintenance of this “no name road” with the interest of creating additional parking for the Cemetery funeral events. There is also a newfound interest in utilizing the “no name road” gate as a secondary access for maintenance despite the fact that the primary access point to the Iman Cemetery on Holly street has already been successfully established for fulfilling this maintenance need.



In the last 4 years we have witnessed 2 funerals at the Iman Cemetery, one of which was our own, for Jerry Doblief in 2018.

A simple calculation would show that the primary large group parking needs of the Iman Cemetery have happened on 2 of the last 1,460 days... this is 0.1% of the time. The other 99.9% of the time, this "no name road" is either unused or misused as an access for illegal activities.

We respect the Iman Cemetery and truly want to find the best solution for all parties. Both the Doblief's and the Krug's believe that this goal can be best achieved by optimizing the primary access point via Holly Street with the removal of overgrown brush and the repositioning of some logs on the Krugs property to create additional parking. The Cemetery Maintenance has already been successfully utilizing the Holly Street as the sole access point for years.

### **Revenue Potential**

Finally, if our petition to vacate the "no name road" is granted, it would reposition lots 10 & 11 as buildable lots. This would create an increased revenue potential for this City of Stevenson through additional tax dollars, jobs and investment.

All in all, we feel that the petition to vacate the "no name road" is in best interest of all parties and for the City of Stevenson and we appreciate your consideration.

Thank you,  
The Doblief's



# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** Planning Commission  
**FROM:** Ben Shumaker, Community Development Director  
**DATE:** December 10<sup>th</sup>, 2020  
**SUBJECT:** Zoning Code Amendment – Allowing More Development on R3 Lots

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### **Introduction**

This memo summarizes the Planning Commission activities and recommendation related to a text amendment to the Zoning Code's R3 Multi-Family Residential District regulations. An ordinance including the recommended amendments is included as Attachment 1 and involves SMC 17.15.040 – Uses, SMC 17.15.050 – Residential Density Standards, SMC 17.15.060 – Residential Dimensional Standards, and SMC 17.15.130 – Residential Districts Parking. A supplementary recommendation has been included by staff as an alternative to one Planning Commission recommendation. This alternative includes an addition to the definitions in SMC 17.10.

### **Policy Questions**

The following 7 high-level policy questions were considered by the Planning Commission and the community in the course of the Zoning Code text amendment discussion. For a summary of the community involvement efforts related to this discussion see Attachment 2.

- 1) Should it be easier to build senior care housing in the R3 Multi-Family Residential District?  
Planning Commission Policy Review: 1 in favor, 4 opposed  
Public Opinion from Questionnaire: 62% in favor, 22% opposed, 16% unsure, (2 comments showing opposition)  
**Result:** No change to SMC 17.15.040 is recommended for the uses related to senior care housing.
- 2) Should more housing units be allowed on properties in the R3 District?  
Planning Commission Policy Review: 5 in favor, 0 opposed  
Public Opinion from Questionnaire: 65% in favor, 28% opposed, 7% unsure, (2 comments showing qualified support)  
**Result:** The minimum lot area changes to SMC 17.15.050 are recommended as shown in Attachment 1.
- 3) Should connection to the public sewer system be required for development in the R3 District?  
Planning Commission Policy Review: 5 in favor, 0 opposed  
Public Opinion from Questionnaire: 70% in favor, 15% opposed, 15% unsure, (1 comment showing support)  
**Result:** The public utility changes to SMC 17.15.050 are recommended as shown in Attachment 1.
- 4) Should development be allowed on more portions of lots in the R3 District?  
Planning Commission Policy Review: Not reached.  
Public Opinion from Questionnaire: 66% in favor, 19% opposed, 15% unsure, (1 comment showing qualified support)  
**Result:** The dimensional standard changes to SMC 17.15.060 and SMC 17.130 are recommended as shown in Attachment 1.
- 5) If development should be allowed on more portions of lots, should the City try to avoid situations where vehicles in driveways block sidewalks?  
Planning Commission Policy Review: 5 in favor, 0 opposed

Public Opinion from Questionnaire: 96% in favor, 4% opposed, 0% unsure, (1 comment showing support)

**Result:** The change to SMC 17.15.060 will be recommended as shown in Attachment 1.

- 6) If development should be allowed on more portions of lots, should the City try to prioritize pedestrian safety near driveways?

Planning Commission Policy Review: 5 in favor, 0 opposed

Public Opinion from Questionnaire: N/A. Policy question generated by Planning Commission questionnaire.

Staff Alternative Review: Not included in Planning Commission discussion. Consultation with the Planning Commissioners moving and seconding the recommendation had positive impressions of the alternative.

**Result:** The change to SMC 17.15.060 is recommended as shown in Attachment 1. The alternate change to SMC 17.15.060 and addition to SMC 17.10 is also included in Attachment 1.

- 7) Should cultivation of plants be anticipated in the R3 District?

Planning Commission Policy Review: 5 in favor, 0 opposed

Public Opinion from Questionnaire: N/A. Policy question generated by staff after questionnaire.

**Result:** The change to SMC 17.15.040 is recommended as shown in Attachment 1.

**Public Involvement**

As with all policy discussions, the Planning Commission’s first action on this proposed amendment was to evaluate the following matrix and establish public involvement expectations for the discussion.

<b>Public Involvement Strategy</b>		
<b>Legal Notice in Paper:</b> Required- Two notices published not less than 8 days before City Council public hearing Optional- Additional notices published as needed	<b>Planning Commission Recommendation:</b> Required- Planning Commission must recommend action on any draft ordinance	<b>Public Hearing:</b> Required-City Council hearing prior to adoption of amending ordinance Optional-Planning Commission hearing during review & recommendation
<b>Task Force:</b> Optional- A small group convened to provide direct guidance and input from highly affected stakeholder groups	<b>Special Meeting/Workshop:</b> Optional- Special meeting designed to allow stakeholders to get into deeper detail on a draft ordinance	<b>Survey/Questionnaire:</b> Optional- Questionnaire designed to solicit specific and general feedback on the topic and/or draft ordinance
<b>Press Release:</b> Optional- Press release in paper more fully explaining City’s intent and/or progress Optional- Press release soliciting specific and general feedback on the topic and/or draft ordinance	<b>Iterative Workshops:</b> Optional- A series of special meetings designed to allow stakeholders to provide policy guidance before <i>and</i> after a draft ordinance is developed	<b>Other Tool:</b> Optional- -Visual Preference surveys -Windshield/Walking surveys -Site visits

For this discussion (and the upcoming continued discussions of Zoning Code and Map amendments), the Planning Commission chose to exceed the minimum involvement requirements. The full summary of public involvement efforts is included in Attachment 2.

**Next Steps**

After the public hearing at tonight’s meeting, the City Council may proceed with adopting regulatory changes to the R3 District, either as-recommended by the Planning Commission or as-amended according to your own discussions. The Council may also hold a decision until a future meeting and a “second touch”.

Following the City Council decision, staff will engage property owners about an area-wide rezone for all properties in the R2 Two-Family Residential District and a subset of R1 Single-Family Residential District near the community’s schools.

**Attachments**

1. Recommended Draft Ordinance
2. Public Involvement Summary

**CITY OF STEVENSON  
ORDINANCE 2020-1166**

**AMENDING THE STEVENSON ZONING CODE (SMC  
TITLE 17); MODIFYING PROVIDING GREATER  
FLEXIBILITY AND REQUIRING PUBLIC SEWER  
SERVICE FOR DEVELOPMENT IN THE R3 MULTI-  
FAMILY RESIDENTIAL DISTRICT.**

**WHEREAS**, the Skamania County Economic Development Council recently commissioned a study of the housing needs of Skamania County which found an estimated 20-year demand for 2,000 dwelling units, and an increasing need for units affordable to the a greater proportion of residents; and

**WHEREAS**, some current provisions of the City of Stevenson Zoning Code are barriers to the community's ability to meet the estimated housing demand and should be changed; and

**WHEREAS**, the Stevenson community has been engaged and involved in the development of the changes involved in this ordinance; and

**WHEREAS**, this provisions of this ordinance implement the following objectives of the Stevenson Comprehensive Plan: 2.7, 2.10, 2.12, 2.13, 2.14, 2.15, 3.1, 3.2, 3.3, 3.6, 3.7, 7.11, 8.4, 8.8, and 8.9; and

**WHEREAS**, this ordinance is adopted under the City's municipal authority under RCW 35A.63.100; and

**WHEREAS**, the City Council provided notice and held a public hearing prior to adoption of this ordinance pursuant to RCW 35A.63.070; and

**WHEREAS**, the City has reviewed the provisions of this ordinance according to the State Environmental Policy Act and determined it is not likely to have a significant adverse environmental impact; and

**AND WHEREAS**, the Stevenson City Council finds that the best interests of the public health, safety and welfare would be served by the amendments herein,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, STATE OF WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1** – Chapter 17.15 – “Residential Districts” shall be amended as shown in Exhibit 'A'.

**--POTENTIALLY ADD--**

**Section 2** – Chapter 17.10 – “Definitions” shall be amended as shown in Exhibit 'B'.

**Section 2 OR 3** – This ordinance affects Title 17 of the Stevenson Municipal Code only insofar as set forth herein. All other provisions of Title 17 shall remain in full force and effect, and that where the provisions of this ordinance are the same as the provisions they replace, the provisions of this ordinance shall be interpreted as a continuation of those previous provisions and not as a new enactment.

**Section 3 OR 4** – If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Passed by a vote of \_\_\_\_\_ at the special City Council meeting of \_\_\_\_\_, 2020.

SIGNED:

ATTEST:

\_\_\_\_\_  
Scott Anderson  
Mayor of Stevenson

\_\_\_\_\_  
Leana Kinley  
Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich  
City Attorney

## **Chapter 17.15 - RESIDENTIAL DISTRICTS**

### **17.15.010 - Purpose.**

Residential districts encourage a range of residential land uses, housing sizes, types, and price ranges for the diverse array of residents' personal preferences and financial capabilities. The standards in this chapter are intended to encourage mixtures of land uses and intensities while minimizing negative impacts related to conflicting land uses.

(Ord. No. 1103, § 5, 2-16-2017)

### **17.15.020 - List of zoning districts.**

- A. R1 Single-Family Residential District. The single-family residential district (R1) is intended to provide minimum development standards for residential uses where complete community services are available and where residential uses are separated from uses characteristic of more urban and/or rural areas.
- B. R2 Two-Family Residential District. The two-family residential district (R2) is intended to provide minimum development standards for higher-density residential uses where complete community services are available and where residential uses are separated from uses characteristic of more urban and more rural areas.
- C. R3 Multi-Family Residential District. The multi-family residential district (R3) is intended to provide minimum development standards for various residential uses where complete community services are available and where residential uses are in close proximity to uses characteristic of more urban areas and separated from uses characteristic of more rural areas.
- D. MHR Mobile Home Residential District. The mobile home residential district (MHR) is intended to provide minimum development standards for affordable residential uses within the city.
- E. SR Suburban Residential District. The suburban residential district (SR) is intended to provide minimum development standards for a variety of uses and provide a transition area where service levels are less than urban and where low-density residential uses coexist with uses otherwise characteristic of more rural areas.

(Ord. No. 1103, § 5, 2-16-2017)

### **17.15.030 - Residential district location criteria.**

- A. Residential districts can be appropriately applied and maintained within any LDR low density residential or HDR high density residential area on the future land use map.
- B. Areas designated as LDR low density residential and HDR high density residential shall not be rezoned for trade districts. Under limited circumstances HDR areas may be rezoned for public districts.

(Ord. No. 1103, § 3, 2-16-2017)

### **17.15.040 - Uses.**

A. Types of Uses: For the purposes of this chapter, there are 4 kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all the applicable provisions of this title.
2. An accessory (A) use is permitted on properties containing permitted uses, provided that:
  - a. The accessory use or activity may be regarded as incidental or insubstantial in and of itself or in relation to the principal use on the lot; and
  - b. The accessory use or activity is commonly or frequently associated with the principal use on the lot.

3. A conditional (C) use is a discretionary use reviewed by the Planning Commission according to the process and criteria in SMC 17.39 - Conditional Uses.
4. A prohibited (X) use is one that is not permitted in a zoning district under any circumstances.
5. When a letter or use category is not listed in this table, an interpretation may be initiated under SMC 17.12.020.

B. Use Table. A list of permitted, accessory, conditional and prohibited uses in residential districts is presented in Table 17.15.040-1: Residential Districts Use Table.

<b>Table 17.15.040-1 Residential Districts Use Table</b>					
<b>Use</b>	R1	R2	<b>R3</b>	MHR	SR
<b>Residence or Accommodation Uses</b>					
<b>Dwelling</b>					
Single-Family Detached Dwelling	P	P	P	P	P
Mobile Home	X	X	X	P	X
Travel Trailer	—	—	—	—	X
Accessory Dwelling Unit (SMC 17.40.040)	A	—	—	—	A
Multi-Family Dwelling	C <sup>1</sup>	P/C <sup>1</sup>	P	C <sup>1</sup>	C <sup>1</sup>
Temporary Emergency, Construction or Repair Residence	C <sup>2</sup>	C <sup>2</sup>	C <sup>2</sup>	—	C <sup>2</sup>
Townhome (SMC 17.38.085)	—	C <sup>8</sup>	P	—	—
Renting of no more than 2 rooms, rented by the month or longer, provided the parking requirements of SMC 17.42 are met.	A	A	A	A	A
Boarding House	C	C	C	—	C
<b>Residential Care</b>					
Adult Family Home	P	P	P	P	P
Assisted Living Facility	—	—	C	—	C
Nursing Home	—	—	C	—	—
<b>Overnight Lodging</b>					
Vacation Rental Home	P	P	P	P	P
Bed & Breakfast	C	C	P	C	C
Hostel	C	C	P	C	C
Hotel	X	X	C	X	C
Campground	X	X	X	C	C
Dormitory facility related to a public, private or parochial school	C	C	C	—	C
<b>Miscellaneous Incidental Uses</b>					
Residential Outbuilding	A/C <sub>3,4</sub>	A/C <sub>3,4</sub>	A/C <sup>4</sup>	A/C <sub>3,4</sub>	A/C <sub>3</sub>
Garage or storage building for the parking of commercial vehicles	—	—	—	—	C
Swimming pool, spa or hot tub, and associated equipment	A	A	A	A	A
Buildings and uses related to, and commonly associated with a mobile home park such as a recreation area, laundry, facility office, and meeting rooms	—	—	—	A	—
<b>General Sales or Service Uses</b>					

<b>Electric Vehicle Station</b>					
Restricted Access, Gradual Charging EV Station	A	A	A	A	A
Restricted Access, Rapid charging EV Station	C	C	C	C	C
Public Access, Gradual Charging EV Station	—	—	C	—	—
Street—Side Access, Gradual Charging EV Station	—	—	C	—	—
<b>Retail and wholesale sales of agricultural and animal products raise or produced on the premises</b>					
Professional Office	—	C	C	—	—
Veterinarian	—	—	—	—	C
<b>Child Day Care Facility</b>					
Family Day Care Home	P	P	P	P	P
Mini-Day Care Center	C	C	C	C	C
Child Day Care Center	—	C	C	C	C
<b>Home Occupation</b>					
A	A	A	A	A	A
<b>Transportation, Communication, Information, and Utilities Uses</b>					
Public Transportation Stop or Shelter	—	—	—	—	C
Utility or Communication Facility	C	C	C	C <sup>5</sup>	C
<b>Wireless Telecommunications Facility<sup>6</sup></b>					
Minor Wireless Telecommunications Facility	P	P	P	P	P
Intermediate Wireless Telecommunications Facility (SMC 17.39.170)	C	C	C	C	C
Major Wireless Telecommunications Facilities (SMC 17.39.170)	C	—	—	—	C
<b>Wind Power Generation Facility<sup>6</sup></b>					
Minor Wind Power Generation Facility (SMC 17.39.165)	C	C	C	C	C
<b>Hazardous Waste Storage</b>					
C	C	C	C	C	C
<b>Arts, Entertainment, and Recreation Uses</b>					
Public Assembly	-	-	-	-	-
Wedding Venue	—	—	—	—	C
Park, Playground or Outdoor Recreation Area	C	C	C	C	C
Golf Course	—	—	—	—	C
<b>Education, Public Administration, Health Care, and Other Institutions Uses</b>					
Public, Private or Parochial School	C	C	C	—	C
Nursery School or Similar Facility	—	—	—	C	—
Library	C	C	C	—	—
Government Administration Building	—	—	C	—	—
Fire, Police, or Emergency Services Station	C	C	C	—	C
Hospital	—	—	C	—	—
Church or Other Religious or Charitable Organization	C	C	C	—	C
Cemetery or Mausoleum	—	—	—	—	C
<b>Agriculture, Forestry, Fishing and Hunting Uses</b>					



Subsistence or hobby type gardening	P	P	<del>A</del>	P	P
Indoor or Outdoor Horticultural Activity	P	P	<del>P</del>	P	P
Nursery	—	—	<del>C</del>	—	P
Farm Animals (SMC 17.40.095)	C <sup>7</sup>	X	X	X	P
Urban Farm Animals (SMC 17.40.095)	A	A	A	A	P
Pets	A	A	A	A	A
Kennel	C	X	X	X	C
<b>Miscellaneous/Other Uses</b>					
Signs listed with a "C" in Table 17.15.145-1 and any other sign identifying and/or related to any conditional use or existing nonconforming use.	C	C	C	C	C
Signs identifying and/or related to any principal or accessory use allowed in this chapter.	A	A	A	A	A

1-Conditional use permits for these uses are only considered when submitted as part of an R-PUD proposal under SMC 17.17 - Residential Planned Unit Developments.

2-A conditional use permit is only required for a temporary emergency, construction or repair residence after the expiration of the initial 6-month grace period.

3-Up to 4 residential outbuildings on a property is considered an accessory Use. When at least 4 residential outbuildings already exist on a lot then an additional residential outbuilding is considered a conditional use. During the conditional use review process, the planning commission may establish size, serial proliferation and other limitations on such buildings.

4-A residential outbuilding that is subordinate to the main use on the lot is considered an accessory use. A residential outbuilding which is not subordinate to the main use on the lot is considered a conditional use. During the conditional use review process, the planning commission may establish size, serial proliferation and other limitations on such buildings.

5-Despite the general exclusion of overhead elements from this use category, any utility or communication facility in the MHR district with an overhead element greater than 35 feet is considered a conditional use.

6-See also SMC 17.36-WW Wind/Wireless Overlay District.

7-In granting a conditional use request for farm animals in the R1 district, the planning commission shall find, at a minimum, that the proposal is compliant with the performance standards in SMC 17.40.095.

8-Townhomes in the R2 District are subject to review according to the density and parking requirements of the R3 Multi-Family Residential District and shall connect to the municipal sewer system.

(Ord. No. 1103, § 5, 2-16-2017; Ord. No. 1104, § 3A, 6-15-2017; Ord. No. 2019-1141, § 4, 5-16-2019)

**17.15.050 - Residential density standards.**

A. Density and Lot Size. The maximum density and minimum lot dimensions for Residential Districts are contained in Table 17.15.050-1: Residential Density Standards.

District	Utility Availability	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Number Dwelling Units	Maximum Lot Coverage
R1	Water, Sewer	6,000 sf	40 ft	90 ft	1 Unit <sup>2</sup>	35%
	Water, Septic	15,000 sf <sup>1</sup>	90 ft	120 ft	1 Unit <sup>2</sup>	25%
	Well, Septic	1 acre <sup>1</sup>	200 ft	200 ft	1 Unit <sup>2</sup>	10%
R2	Water, Sewer	5,000 sf + 2,000 sf per unit over 1	50 ft <sup>3</sup>	90 ft	2 Units	50%
	Water, Septic <sup>6</sup>	15,000 sf <sup>1</sup>	90 ft	120 ft	2 Units	30%

	Well, Septic	—	—	—	—	—
R3	Water, Sewer <sup>6,7</sup>	4,000 sf + 2,000 sf per unit over 1 <sup>4</sup>	75-20 ft <sup>5</sup>	90 ft	—	65% n/a
	Water, Septic	15,000 sf <sup>1</sup> + 5,000 sf per unit over 2	90 ft	120 ft	—	40%
	Well, Septic	—	—	—	—	—
MHR	Water, Sewer	5 ac + 5,000 sf per unit over 40	200 ft	200 ft	—	40%
	Water, Septic	5 ac + 2 acres per unit over 2	200 ft	200 ft	—	40%
	Well, Sewer	5 ac + 2 acres per unit over 2	200 ft	200 ft	—	40%
	Well, Septic	5 ac + 2 acres per unit over 2	200 ft	200 ft	—	40%
SR	Water, Sewer	15,000 sf	100 ft	100 ft	1 Unit <sup>2</sup>	25%
	Water, Septic	20,000 sf <sup>1</sup>	100 ft	100 ft	1 Unit <sup>2</sup>	20%
	Well, Septic	1 acre <sup>1</sup>	200 ft	200 ft	1 Unit <sup>2</sup>	10%

1-When sewer is unavailable, minimum lot area may be increased based on current health district regulations.

2-Unless an accessory dwelling unit (SMC 17.13.010) is allowed under SMC 17.40.040.

3-Except 40 ft for single-family detached dwellings.

4-Except 2,500 sf for townhomes.

5-Except 25 ft for townhomes, 40 ft for single-family detached dwellings, and 50 ft for two-family dwellings.

6-Service by the public water system is required.

7-Service by the public sewer system is required.

B. Exceptions. The following exceptions are permitted to the standards of Table 17.15.050-1:

1. Properties receiving approval to deviate from standards according to SMC 17.38 - Supplementary Provisions.
2. Properties obtaining variance approval in accordance with SMC 17.46 - Adjustments, Variances, and Appeals.
3. Properties receiving modification approval in accordance with SMC 17.17 - Residential Planned Unit Developments.

(Ord. No. 1103, § 5, 2-16-2017; Ord. No. 1104, § 3.B,C, 6-15-2017)

**17.15.060 - Residential dimensional standards.**

A. Compliance Required. All structures in residential districts must comply with:

1. The applicable dimensional standards contained Table 17.15.060-1: Residential Dimensional Standards.
2. All other applicable standards and requirements contained in this title.

District	Maximum Height of Building	Minimum Setbacks				
		Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot
R1	35 ft	20 ft	5 ft	15 ft	20 ft <sup>1</sup>	20 ft
R2	35 ft	20 ft	5 ft	15 ft	20 ft <sup>1</sup>	20 ft
R3	35 ft	15 ft <sup>3,4</sup>	5 ft <sup>2</sup>	15 ft	20 ft <sup>1</sup>	20 ft
MHR	35 ft	30 ft	15 ft	20 ft	20 ft <sup>1</sup>	20 ft
SR	35 ft	30 ft	15 ft	20 ft	20 ft	20 ft

1-5 ft for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less

2-A 10-foot setback is required when adjacent to an R1 or R2 district.

3- See also SMC 17.15.130(B)(3).

4- A 10 ft setback is allowed on upper levels and allowing flexibility to preserve public safety to allow consideration for a reduced or increased setback as may be deemed necessary by the administrator in the review of project.

**OR**

**Table 17.15.060-1: Residential Dimensional Standards**

District	Maximum Height of Building	Minimum Setbacks				
		Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot
R1	35 ft	20 ft	5 ft	15 ft	20 ft <sup>1</sup>	20 ft
R2	35 ft	20 ft	5 ft	15 ft	20 ft <sup>1</sup>	20 ft
R3	35 ft	<u>10-15 ft</u> <sup>3,4</sup>	5 ft <sup>2</sup>	15 ft	20 ft <sup>1</sup>	20 ft
MHR	35 ft	30 ft	15 ft	20 ft	20 ft <sup>1</sup>	20 ft
SR	35 ft	30 ft	15 ft	20 ft	20 ft	20 ft

1-5 ft for residential outbuildings that are both 12 ft in height or less and 200 sq ft in size or less

2-A 10-foot setback is required when adjacent to an R1 or R2 district.

3- See also SMC 17.15.130(B)(3).

4- However, no structure shall be located within a pedestrian visibility area [SMC 17.10.632].

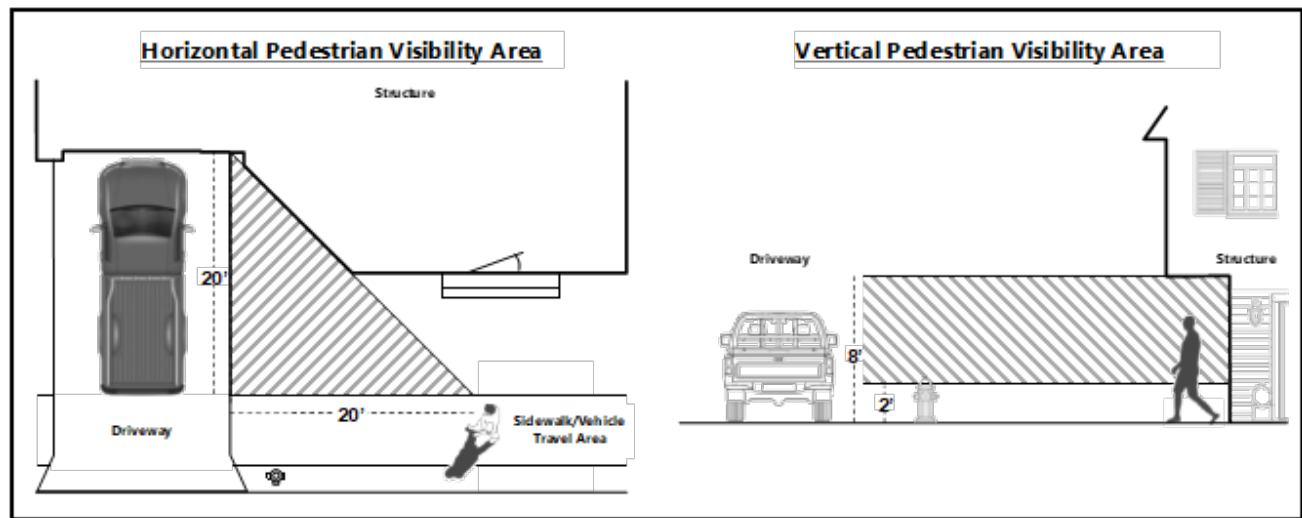
**AND ADD NEW DEFINITION:**

**17.10.632—Pedestrian Visibility Area**

“Pedestrian Visibility Area” means the three-dimensional space adjacent to the intersection of any residential driveway [SMC 17.10.250] and a public pedestrian way [SMC 17.10.660] or vehicle travel area [SMC 17.10.855]. The minimum measurements established in the following definitions may be increased by the public works director on a case-by-case basis.

1. “Horizontal Pedestrian Visibility Area” means the area, usually triangular, derived by connecting the endpoints of lines extending a distance of 20’ along the nearest edge of driveway and public pedestrian way or vehicle travel area.
2. “Vertical Pedestrian Visibility Area” means the area measured from 2’ above the ground to 8’ above the ground immediately below a potential obstruction. On hillsides, this area varies according to ground level.

Figure 17.10.632-1—Pedestrian Visibility Area



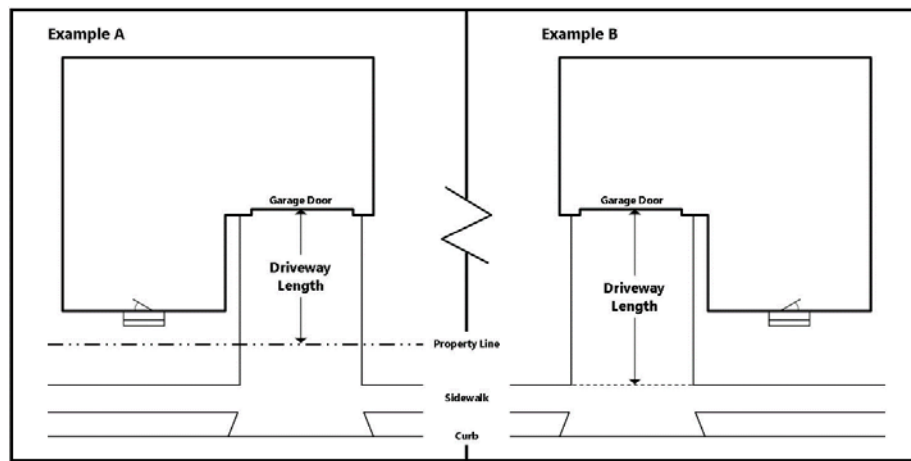
- B. Exceptions. The following exceptions are permitted to the standards of Table 17.15.060-1:
  1. Properties receiving approval to deviate from standards according to SMC 17.38 - Supplementary Provisions.
  2. Properties obtaining variance approval in accordance with SMC 17.46 - Adjustments, Variances, and Appeals.
  3. Properties receiving modification approval in accordance with SMC 17.17 - Residential Planned Unit Developments.

(Ord. No. 1103, § 5, 2-16-2017; Ord. No. 1104, § 3.D, 6-15-2017)

**17.15.130 - Residential districts parking.**

- A. Off-Street Parking Required. Off-street parking shall be provided in all residential districts in accordance with the requirements of SMC 17.42: Parking and Loading Standards.
- B. Parking Location Requirements.
  1. Required parking shall be located on the same lot as the dwelling it serves.
  2. No motor vehicle, recreational vehicle or equipment, or other equipment, whether operational or not, shall be parked, stored or otherwise located in an Interior Side Setback required by Table 17.15.060-1: Residential Dimensional Standards.
  3. No driveway shall be less than 20 feet in length. This shall be done to eliminate the parking of vehicles on or over curbs, sidewalks, or vehicle travel areas [SMC 17.10.855]. For the purposes of this chapter driveway length is measured conservatively as the shortest distance between a) a garage door or other physical obstruction to the parking of a vehicle and b) a curb, sidewalk, public pedestrian way [SMC 17.10.660], property line, or right-of-way line.

FIGURE 17.38.085-1 Driveway Length Illustration



(Ord. No. 1103, § 5, 2-16-2017)

**17.15.145 - Residential districts signs.**

- A. Allowed Sign Types and Characteristics. A list of permitted, accessory, conditional and prohibited sign types and characteristics in Residential Districts is presented in Table 17.15.145-1: Allowed Signage.

**Table 17.15.145-1: Allowed Signage**

	R1	R2	R3	MHR	SR
<b>Animated Sign</b>	X	X	X <sup>1</sup>	X	X
<b>Sign Structure</b>					
Temporary	P	P	P	P	P
Awning/Marquee	X	X	X	X	X
Portable	—	—	—	—	—
<b>Sign Type</b>					
Community Information Sign	C	C	C	C	C
Dilapidated Sign	X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>
Mural	C	C	C	C	C
Off-Premises Sign	X	X	X	X	X
Sign Placed by a Governmental Agency	P	P	P	P	P
Sign of Outstanding Design	—	—	C	—	—
<b>Sign Illumination</b>					
Back-lit Cabinet	X	X	X	X	X
Back-lit Channel Letter	X	X	X <sup>1</sup>	X	X
Dark-Sky Friendly	C	C	P	C	C
Directly -Illuminated	X	X	A <sup>3</sup>	X	X
Externally-Illuminated	X	X	X <sup>1</sup>	X	X
Halo-Lighted	X	X	X <sup>1</sup>	X	X
Pedestrian-Oriented Video Display	X	X	—	X	X

1-Unless a bonus allowance is granted for a sign of outstanding design under SMC 17.39.145.

2-An existing sign, together with its sign structure, which becomes dilapidated shall be removed after notice to the property owner, unless upon appeal under SMC 17.46, the property owner establishes facts sufficient to rebut the presumption of dilapidation.

3-Allowed as an accessory sign only when placed in windows and limited to 4 sq ft in area.

B. Sign Standards. Signs allowed in Residential Districts are subject to the dimensional and duration standards in Table 17.15.145-2: Sign Standards.

	R1	R2	R3	MHR	SR
<b>Number of Signs</b>	Any	Any	Any	Any	Any
<b>Maximum Sign Area</b>					
Individual Sign	5 sf <sup>1</sup>	5 sf <sup>1</sup>	12 sf <sup>2,3</sup>	5 sf <sup>1</sup>	5 sf <sup>1</sup>
<b>Total Cumulative Signage Allowed</b>	32 sf	32 sf	40 sf	32 sf	32 sf
<b>Maximum Sign Height</b>					
Building Sign	16 ft <sup>4</sup>	16 ft <sup>4</sup>	26 ft <sup>3,4</sup>	16 ft <sup>4</sup>	16 ft <sup>4</sup>
Freestanding Sign	6 ft	6 ft	12 ft <sup>3</sup>	6 ft	6 ft
Temporary Sign	6 ft	6 ft	6 ft <sup>3</sup>	6 ft	6 ft
<b>Minimum Sign Clearance</b>					

Building Sign Projecting More than 12" from a Building	8 ft	8 ft	8 ft	8 ft	8 ft
<b>Sign Placement</b> <sup>5,6</sup>					
Setback from any property line	5 ft	5 ft	5 ft	5 ft	5 ft
<b>Allowed Sign Duration</b>					
Temporary Sign	45 days <sup>7</sup>	45 days <sup>7</sup>	45 days <sup>7</sup>	45 days <sup>7</sup>	45 days <sup>7</sup>
Political Sign <sup>8</sup>	Until 5 days after election	Until 5 days after election	Until 5 days after election	Until 5 days after election	Until 5 days after election
Real Estate Sign	Until 5 days after the property is taken off the market	Until 5 days after the property is taken off the market	Until 5 days after the property is taken off the market	Until 5 days after the property is taken off the market	Until 5 days after the property is taken off the market

1-When allowed as conditional uses, the planning commission may permit individual signs no larger than 16 sq ft.

2-When allowed as conditional uses, the planning commission may permit individual signs no larger than 24 sq ft.

3-Subject to bonus allowance when approved as a Sign of Outstanding Design under SMC 17.39.145.

4-No part of a building sign shall be higher than the highest point of the building to which it is attached.

5-No sign may be placed in a Vision Clearance Area (SMC 17.10.862).

6-Signs within a public right-of-way may be permitted according to SMC 12.02-Use of City Rights-of-Way.

7-Signs related to a specific event, sale, etc. must be removed within 5 days after such event.

8-Political signs not related to an upcoming election in the voting district where the sign is placed are subject to the temporary sign duration standards.

(Ord. No. 1103, § 5, 2-16-2017)



# City of Stevenson

## Planning Department

(509)427-5970

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

**TO:** R3 District Property Owners  
**FROM:** Ben Shumaker  
**DATE:** December 10<sup>th</sup>, 2020  
**SUBJECT:** R3 District Text Amendment—Public Participation Summary

This memo summarizes the 7 public involvement strategies incorporated into the Planning Commission's discussion of a Zoning Code text amendment for the R3 Multi-Family Residential District.

**A-Project Website**- The project website is active and continues to be updated as new information is generated. Staff has not and does not intent to track the website's analytics.

### **B-Online Questionnaire**

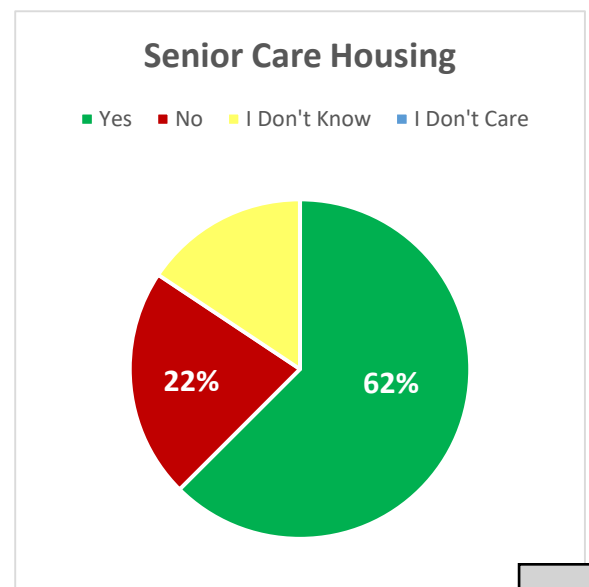
**Protocols** – The community questionnaire was created using [www.surveymonkey.com](http://www.surveymonkey.com). No paper-based questionnaire was available. A link to the questionnaire was mailed to each property owner in the R3 District. Electronic copies of the mailing were emailed to 30+ community members known by staff to own or have interest in the R3 District. The link was posted to the project-specific website created for these policy discussions. Finally, the City Facebook page publicized the questionnaire on 2 occasions. The questionnaire was available between 9/9/200 and 10/9/2020.

**Questions** – Five (5) multiple choice questions comprised the bulk of the questionnaire. The questions were preceded by a short explanation of each issue. Each question then offered "Yes", "No", "I don't know", and "I don't care" options as well as an open-ended option for respondents to more fully explain their answer. Two (2) open-ended questions were also available and respondents were asked for their email addresses if they desired to receive updates on the discussion. See Attachment 1.

**Response Rate** – The questionnaire generated 33 responses overall, however, individual questions generated between 26 and 32 answers.

**Question 1 (Senior Care Housing):** This question asked "Should it be easier to build senior care housing in the R3 Multi-Family Residential District?". This question was answered by 32 respondents and enjoyed the least support (62%) of the 5 policies under consideration. Those opposed to the policy made up 22% of respondents, including the most vocal opposition from questionnaire respondents, stating:

- 'While I understand the need for more senior care housing, I do not see the need to change from case by case approval "C" to automatic approval "P" on any lot in R3 areas. I would argue that it would be better to designate R1 and R2 as "C" and leave R3 as "C"'



- 'These are critical decisions that should continue to be reviewed by the Planning Commission on a case by case basis. The current review and approval process allows for public participation. It is satisfactory and appropriate.'

Question 2 (Units per Lot): This question asked "Should more housing units be allowed on properties in the R3 District?". Among the 29 respondents, this question generated the most out-right opposition (28%), while still generating 65% support. Two respondents qualified their support by stating:

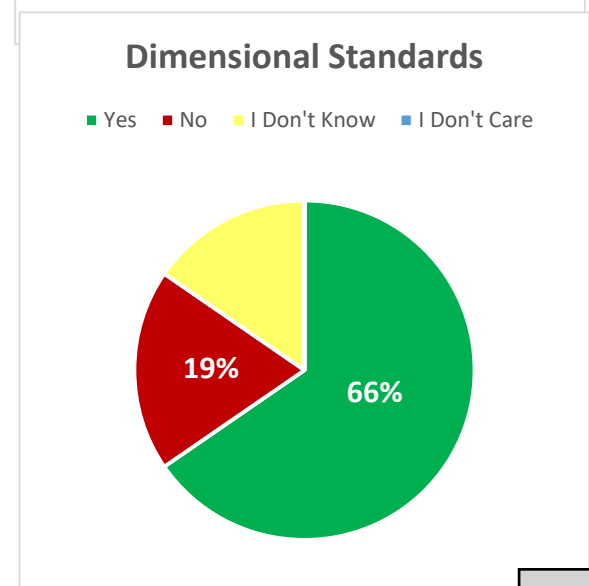
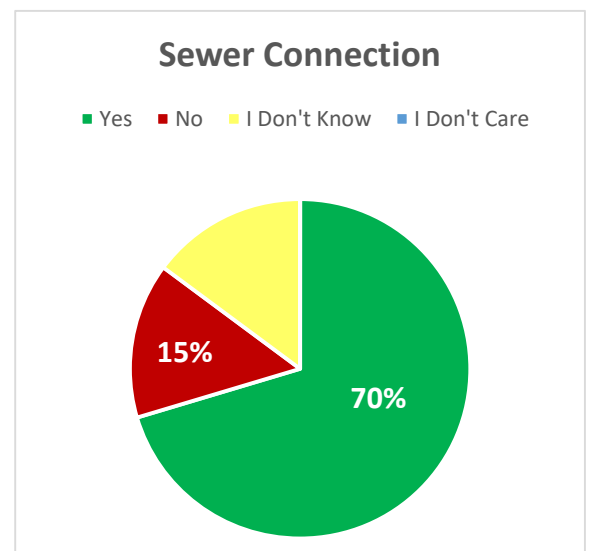
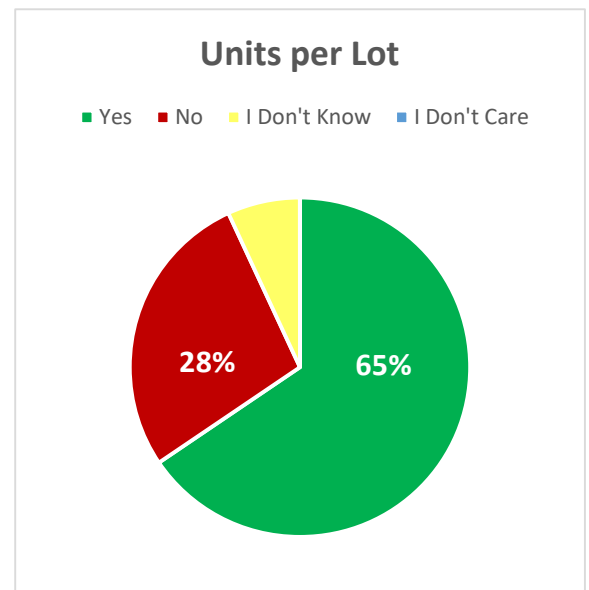
- 'Yes, but the city should move to expand the R3 areas (and the associate sewer system) into R1 and R2 areas. Existing R3 area should not be the only ones that take the brunt of inevitable growth. More affordable housing is super important, and even more important now that it appears mobile home parks are not permitted anywhere in Stevenson.'
- 'If they are town homes and not tiny homes.'

Question 3 (Sewer Connection): This question asked "Should connection to the public sewer system be required for development in the R3 District?". Twenty-seven respondents answered this question, and it was both the most supported (70%) and least opposed (15%) stand-alone policy. One open-ended response was provided:

- 'Definitely yes. The City should make long term efforts to move those who are not connected onto the sewage system.'

Question 4 (Dimensional Flexibility): This question asked "Should development be allowed on more portions of lots in the R3 District?". Two-thirds (66%) of the 26 respondents supported this policy stance. Opposition to the policy stance was 19%. One open-ended response was provided:

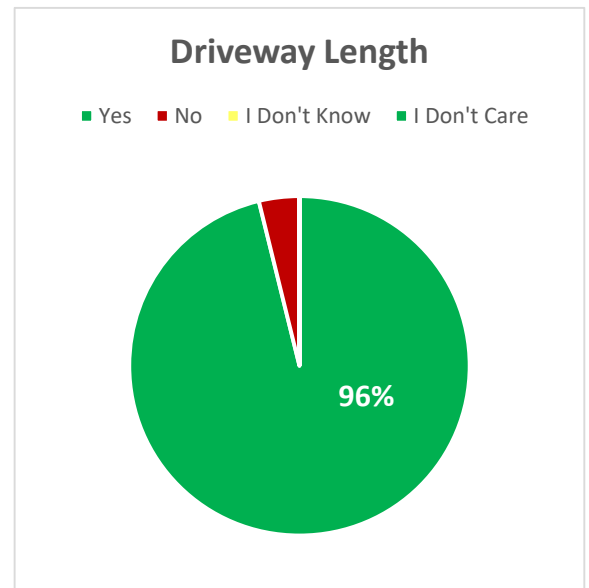
- 'Yes, but ... R3 should not take the brunt of all the changes in the town to accommodate growth, especially among lower income citizens.'





**Question 5 (Driveway Length):** This question asked “If development should be allowed on more portions of lots, should the City try to avoid situations where vehicles in driveways block travel on sidewalks and streets?”. This question was overwhelmingly supported (96%), with only one of the 26 respondents opposing. Staff treats this question as a dependent on Question 4, however based on the support, the City could consider this policy even if the dimensional flexibility of Question 4 is not adopted. One open-ended response took the question beyond the physical layout of housing and asked for more active policing to address this issue:

- ‘Yes. The City should not just try, but should actually avoid those situations. One example of this is on Lasher St. which has no sidewalks and the ends of large vehicles sometimes parked out into the street. Sidewalks and room for people to walk are more important in R3 areas as lower income people may be more likely to walk to stores or schools than higher income people.’



**Question 6 (Contact Information):** Nine (9) respondents asked to be added to the City’s email list for this policy discussion. Three (3) of these respondents were already on the email distribution list. The 6 new emails have been added.

**Questions 7 & 8 (Open-Ended Experience Questions):** No questionnaire respondents chose to answer these questions.

**C-Facebook Posts-** The City’s Facebook page has been used to share information on the City Council and Planning Commission discussion and the questionnaire. The initial post related to the Questionnaire on the City’s Facebook page generated 111 views, 16 post clicks, and 39 reactions, comments or shares. The follow-up, survey reminder post generated 112 views, 33 post clicks, and 9 reactions, comments or shares, including the following comment:

- ‘The questions seem pretty technical for the average citizen. I’m not a builder so don’t really care about how many inches of set back is best etc. how about allowing single person homes - off grid - in town.’

**D&E-R3-Owner Mailout & Email Group-** Six (6) of the initial 102 mailings were returned to the City by the Post Office. The mailout was also sent to 30+ community members known to have interests in the R3 District. The hard copy mailings generated 1 request for an electronic copy. As a result of these efforts, 2 email comments (Attachment 2) were submitted. These engagement strategies also led to 3 interviews with community members about development in the R3 District, its barriers and impacts. The interviews involved 2 builders with experience developing property in the district and the property manager for 2 subsidized apartment complexes in the district. Key components of the discussions involved the following topics.

**Demand –** Waiting lists for apartments range from 2 years (2 to 3 bedroom units to 5 years (1 bedroom units). -

This demand is partially driven by seniors. This demand spreads beyond the apartment complexes. An estimated 60% of housing vouchers go unused in the community because of a lack of available housing.

-Rentals are getting top dollar and there are not enough of them.

**Market Response –** Not seeking to maximize allowable density (existing).

-Catering to retirees, who still want space even if the home is small.

-Managers are left saying “Look in Washougal, look in Washougal” when discussing housing with prospective

tenants.

-Not catering to high-end housing (e.g., Hood River townhome/condo development)

**Barriers** – Expense of sprinkler systems is added for construction of tri-plexes and up.

-Bank lending differs for construction of tri-plexes and up.

-Age of developers makes them risk adverse; shorter returns on investment (i.e., 1 year) are a greater priority than overall percent of return.

-Potential for market downturns limits risk-taking.

-Street requirements (both the expense and the territory required) limit development. Private streets more viable than public streets.

-Construction material costs typically increase between 10-12% per year.

-Lumber costs have jumped 64% this summer (COVID).

-Lack of up-front capital limits development possibilities.

-Up-front costs (permits, connection fees) lengthen the time period for returns on investment.

-Consumer condo financing is more available than it had been previously, but buyers still prefer to “own the dirt” (townhome, detached dwellings)

**Solutions** – Any construction of 1 bedroom or studio units would benefit the local housing situation, where professional staff have trouble finding housing when taking jobs in the community.

-Consider reducing water/sewer connection fees to incentivize multi-family construction.

-Keep making similar efforts as these policies.

-Better utilize the available land base of the county, where sewer systems should be extended/created.

**F-Planning Commission Meetings**- After implementing the above public involvement strategies the Planning Commission began holding public—remote—workshops in October and November where the policies were discussed. Three community members attending the Zoom meetings chose to add their comments. The sometimes-conflicting comments involved:

- Maintaining existing policies which act as brakes for unwanted and/or expensive growth.
- Expediting the approval of these policies to address existing demand.
- Ensuring the viability of proposals under the proposed regulations.
- Pursuing other solutions along with this policy effort with other solutions (destigmatizing/constructing public housing, prioritizing homeownership over investment property ownership, amending the Stevenson Engineering Standards, etc.)

**G – SEPA Notice**- The City issued a threshold determination of nonsignificance for this proposal. Comments on the threshold determination are due at 5:00pm tonight. As of this writing (Friday), no comments have been received.

Attachments:

- 1- Questionnaire Instrument
- 2- Heinze & Rutledge Emails

## **Increasing R3 Building Capacity**

### **The gist of it**

The City of Stevenson is considering potential changes to the zoning regulations of the R3 Multi-Family Residential District. The potential changes are proposed in response to a recent study by the Skamania County Economic Development Council (EDC). In their Skamania County Housing Needs Analysis the EDC is anticipating the need for ~2,000 new housing units over the next 20-year period. The study also found that City and County development regulations (such as the Zoning Code) combined with a lack of appropriate infrastructure limit the possibilities for the development of these homes. As a result, housing costs, utility pricing, and community frustration are all expected to increase. To address these deficiencies, the EDC's consultants have recommended several changes to the Zoning Code. The City is hoping to get your feedback on some basic policy questions prior to making a change.

The proposed changes revolve around the policy questions on the following pages.

Additional information is online at <http://ci.stevenson.wa.us/letsbuild/>

[Page Break]

### **Senior Care Housing**

The state considers senior care housing based on the number of people living in a home and the type of care given, with 3 basic types:

- 1- Adult Family Home - The state requires the city to allow homes with 6 or fewer seniors in the same way it would allow any other home and anyone may build or convert a home in the R3 District to this use.
- 2- Assisted Living Facility - A home with 7 or more seniors is considered an "Assisted Living Facility", and cities have more leeway with where/how these buildings are allowed. People wanting to build or convert a home as an Assisted Living Facility would first need to prove to the Planning Commission's satisfaction that their specific proposal will not negatively impact the neighborhood.
- 3- Nursing Home - Residents of this type of senior care housing require greater medical or convalescent care or attention than the types above. The City currently treats these in the same way it treats Assisted Living Facilities, with case-by-case approval required.

The need for senior care housing is expected to increase in the near future and it has been recommended that the City be more permissive to accommodate this need. In this case, being more permissive would remove the case-by-case Planning Commission approval and allow Assisted Living Facilities and Nursing Homes on any lot within the R3 Zone.

#### **1. Should it be easier to build senior care housing in the R3 Multi-Family Residential District?**

- Yes
- No
- I don't know
- I don't care
- If you'd like to explain your answer, please do so here. \_\_\_\_\_

[Page Break]

### **Total Number of Homes per Lot**

Multi-family housing can be built in the R3 District. The total number of units built depends on the size of the lot. Currently the City limits development to 1 unit if the lot is 4,000-5,999 square feet, then allows an additional unit for

every 2,000 square feet of property. An exception to the 4,000 square foot threshold is available for shared-wall townhomes, which can be placed on lots as small as 2,000 square feet.

The proposal would simplify the calculation by reducing the initial 4,000 threshold to the same 2,000 square feet used in other instances. In doing so it would permit an additional unit on most lots. This change is recommended to help address the community's need for smaller, more affordable housing units by providing owners more options to respond to the needs of the housing market need.

2. Should more housing units be allowed on properties in the R3 District?

- Yes
- No
- I don't know
- I don't care
- If you'd like to explain your answer, please do so here. \_\_\_\_\_

[Page Break]

### Utility Connections

At the state-level, multi-family development requires approximately 1/4 to 1/2 acre of property per unit in the development. The state is considering raising this amount. Locally, there are no requirements to pump or otherwise maintain multi-family septic systems. Documented public or environmental health issues would need to arise before such requirements could be made.

In Stevenson, all new development must connect to the City water system. New development is allowed on septic systems when the public sewer system is not available to a lot. As a result, multi-family development could occur in the R3 District, provided the development is not within 300' of a public sewer line. However, all properties currently designated as R3 are within 300' of a public sewer line.

The proposal would formalize the requirement for new development to connect, ensuring more units could be built per acre and protecting the public/environmental health of the community. Existing development on septic would not have to connect until the existing system fails.

3. Should connection to the public sewer system be required for development in the R3 District?

- Yes
- No
- I don't know
- I don't care
- If you'd like to explain your answer, please do so here. \_\_\_\_\_

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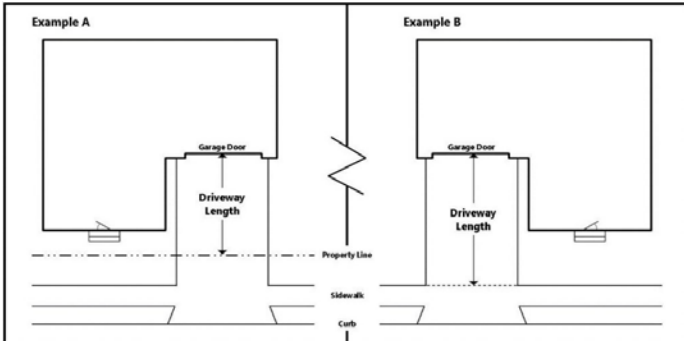
### Location of Buildings

The City restricts development in the R3 District by a) requiring construction to be located specific distances from property lines (setbacks) and b) limiting the overall amount of rooftops and decks to a certain percentage of the lot (lot coverage).

These restrictions 1) are not aligned with each other, 2) lead to confusion from property owners, and 3) in the case of lot coverage, require an inordinate amount of staff time to verify.

To reduce the barriers these limitations present, the City could reduce the front setback requirement and eliminate the lot coverage limitation entirely.

In some instances development in the City involves a specific driveway length requirement to prevent parked vehicles from inhibiting pedestrian and automotive use of sidewalks and streets.



This does not currently apply to development in the R3 District, but could be considered if the front yard setback is reduced.

4. Should development be allowed on more portions of lots in the R3 District?

- Yes
- No
- I don't know
- I don't care
- If you'd like to explain your answer, please do so here. \_\_\_\_\_

5. If development should be allowed on more portions of lots, should the City try to avoid situations where vehicles in driveways block travel on sidewalks and streets?

- Yes
- No
- I don't know
- I don't care
- If you'd like to explain your answer, please do so here. \_\_\_\_\_

[Page Break]

6. To receive ongoing updates on this topic, please enter your email here. \_\_\_\_\_

7. If you'd like to share a specific case study of how the existing regulations of the R3 District have caused you to redesign or abandon a development proposal, please do so here. \_\_\_\_\_

8. If you'd like to share a specific case study of how the existing regulations of the R3 District have protected your neighborhood from a development or change you didn't want, please do so here. \_\_\_\_\_



Ben Shumaker &lt;ben@ci.stevenson.wa.us&gt;

## R3 zoning Lana Heinze

Ben Shumaker <ben@ci.stevenson.wa.us>  
 To: Svetlana Lebedeva <shokoladus@yahoo.com>  
 Cc: Nikki Hollatz <nikkih@klickitatcounty.org>

Mon, Oct 12, 2020 at 9:46 AM

Received. Thank you, Svetlana.

I will:

- A-Add your email address to the project specific distribution list,
- B-Provide your email (together with this response) to the Planning Commission for consideration at tonight's meeting,

To answer your specific questions:

1-I am copying this response to the Skamania County Environmental Health Department to discuss how these changes might interact with existing septic systems. My understanding is the proposal would not add any additional regulatory requirement. The current regulation allows existing systems are allowed to continue, however, if they fail then connection to the public sewer system is required so long as there is a public line within 300' of the building (which appears to be the case for your property on Lutheran Church Road). Connection is the responsibility of the homeowner.

2-No maximum lot size is currently proposed. The proposed minimum lot size is 2,000, which would facilitate division/development of your property.

3-The increased maximum lot coverage would apply to all lots in the R3 District, yours included.

4-Coverage of lots would necessarily exclude all areas within setbacks (including driveways) and 100% coverage would not be possible (i.e., no development could violate the maximum standard). Your question does show an unnecessary confusion in the regulations, and I will be recommending a change to the discussion draft to use "n/a" instead of "100%" in the table.

The Zoom meeting can be accessed as follows:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83482269900>

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 834 8226 9900

International numbers available: <https://us02web.zoom.us/j/83482269900>

Looking forward to discussing this more tonight,

BEN SHUMAKER

-----Original Message-----

From: 'Svetlana Lebedeva' via planning [mailto:[planning@ci.stevenson.wa.us](mailto:planning@ci.stevenson.wa.us)]

Sent: Sunday, October 11, 2020 9:54 PM

To: [planning@ci.stevenson.wa.us](mailto:planning@ci.stevenson.wa.us)

Subject: R3 zoning Lana Heinze

To whom it may concern:

ATTN: Ben Shumaker Planning Director City of Stevenson, Washington

Dear Ben,

This is Lana Heinze (293 NE Lutheran Church Rd.) reaching out to you with regard to a letter I received about R3 zoning changes. I have some specific questions I need clarified:

- 1) My home was built in the 60's and runs perfectly well on a regularly-maintained septic system. I understand my existing setup will remain grandfathered in while new units will receive city sewer. If the new developments are unable to respect my current setup, I am requesting a timeline for when and how you plan to install the appropriate changes to my property.
- 2) What are the maximum and minimum lot sizes for the planned community? Will I have the option of dividing & developing my 1 acre lot?
- 3) I received a letter on September 10, 2020 suggesting that in the newly planned community, a lot may be 100% covered by a building. Does this apply

to my R3 lot as well if/when you migrate my lot to public sewer as well?

4) Just a logistics question: how do you measure 100% building coverage on a lot that requires a 20-foot driveway?

My understanding is that there is a planning meeting on Monday, October 12, 2020 on Zoom. I have not yet received the details for joining my community's meeting. I am requesting you forward the details to me at [shokoladus@yahoo.com](mailto:shokoladus@yahoo.com) or text me instructions at 858-699-9502 so that I'm given a fair opportunity to learn about impending changes to my neighborhood.

Thank you for your time and consideration, Lana Heinze



Ben Shumaker &lt;ben@ci.stevenson.wa.us&gt;

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## My concerns regarding proposed zoning changes

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Karen Rutledge &lt;bakerkm@gmail.com&gt;

Mon, Oct 12, 2020 at 2:32 PM

To: Ben Shumaker &lt;ben@ci.stevenson.wa.us&gt;, planning@ci.stevenson.wa.us

Dear Ben and Planning Commission members,

I have concerns regarding the proposed zoning changes. They are:

1. The map provided in the packet is not clear and it is impossible to find individual streets on it.
2. We want to be assured that any increase in density will not take away a home owner's right to put an individual house on any lot that now allows for this.
3. A traffic study is slated to be done in the near future. Wouldn't it make more sense to have this traffic study completed before making zoning changes? In our neighborhood, we have neighbors who already are being told that access from certain vacant lots for single family homes can be problematic, depending on where the driveways are built. It doesn't make sense to add density before this traffic study is completed.
4. I understand that the city is eager to get a grant next year that is tied to these zoning changes. Still, your process feels rushed here, and I have concerns that with COVID 19 and the precautions necessary there, that the important public input phase will be lacking. In addition, the materials I've seen so far on this matter are difficult to decipher. For example, it is hard for citizens to understand how this will directly affect them (*especially with the map not being clear*).

Thank you for considering these points.

Karen Rutledge





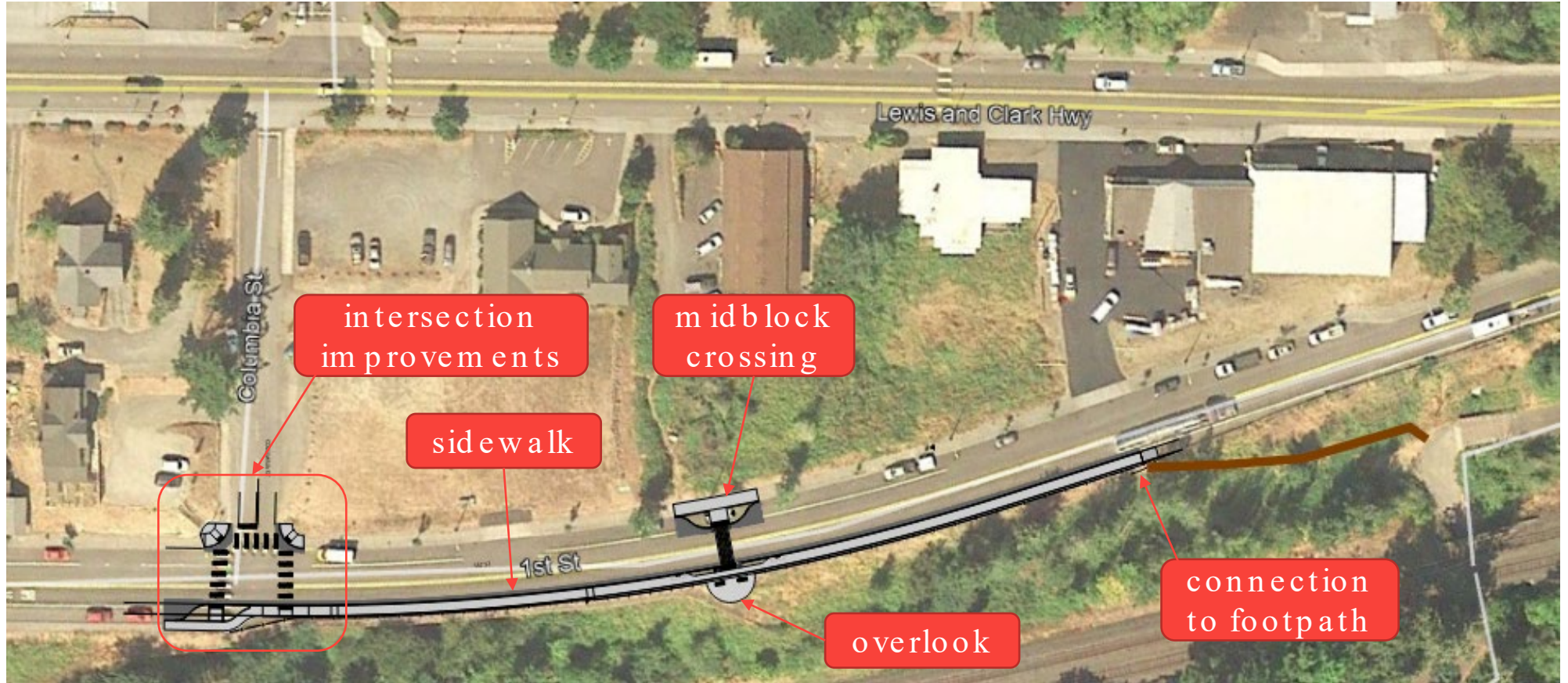
# First Street Overlook *Project Presentation* 10 December 2020

*Presenters: James Bohanek and Veronica Vong*

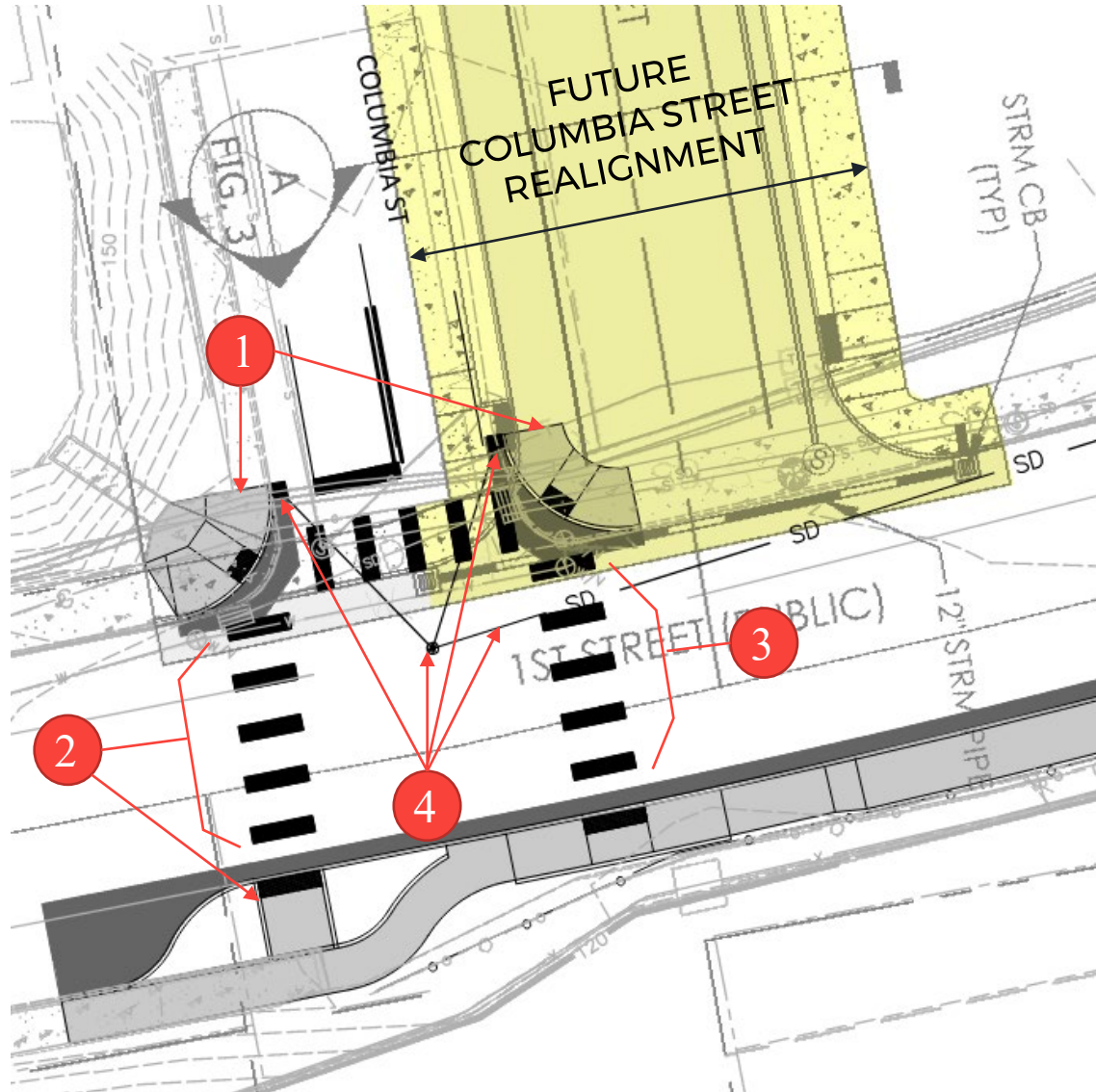


# Project Overview

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# Columbia Street Realignment

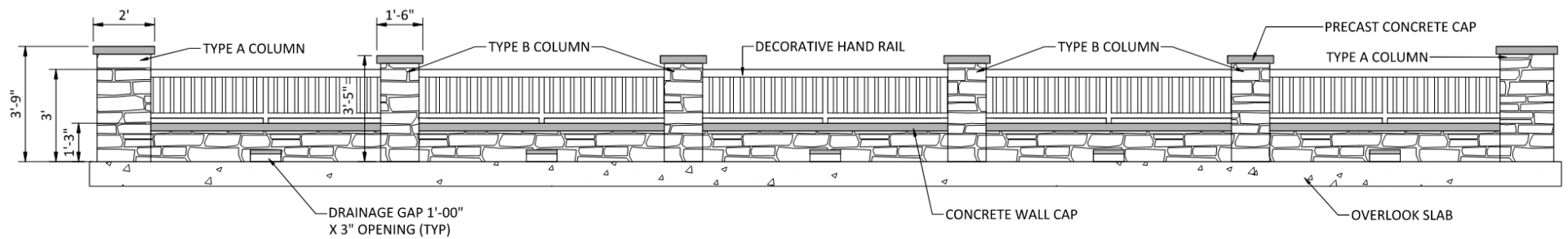
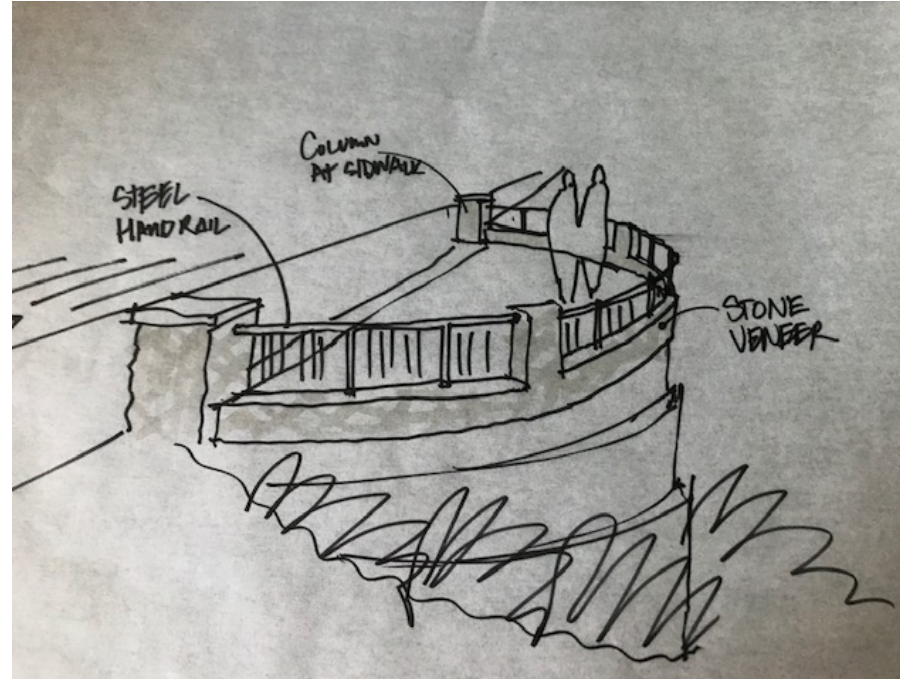


## Budget Conservation Decisions

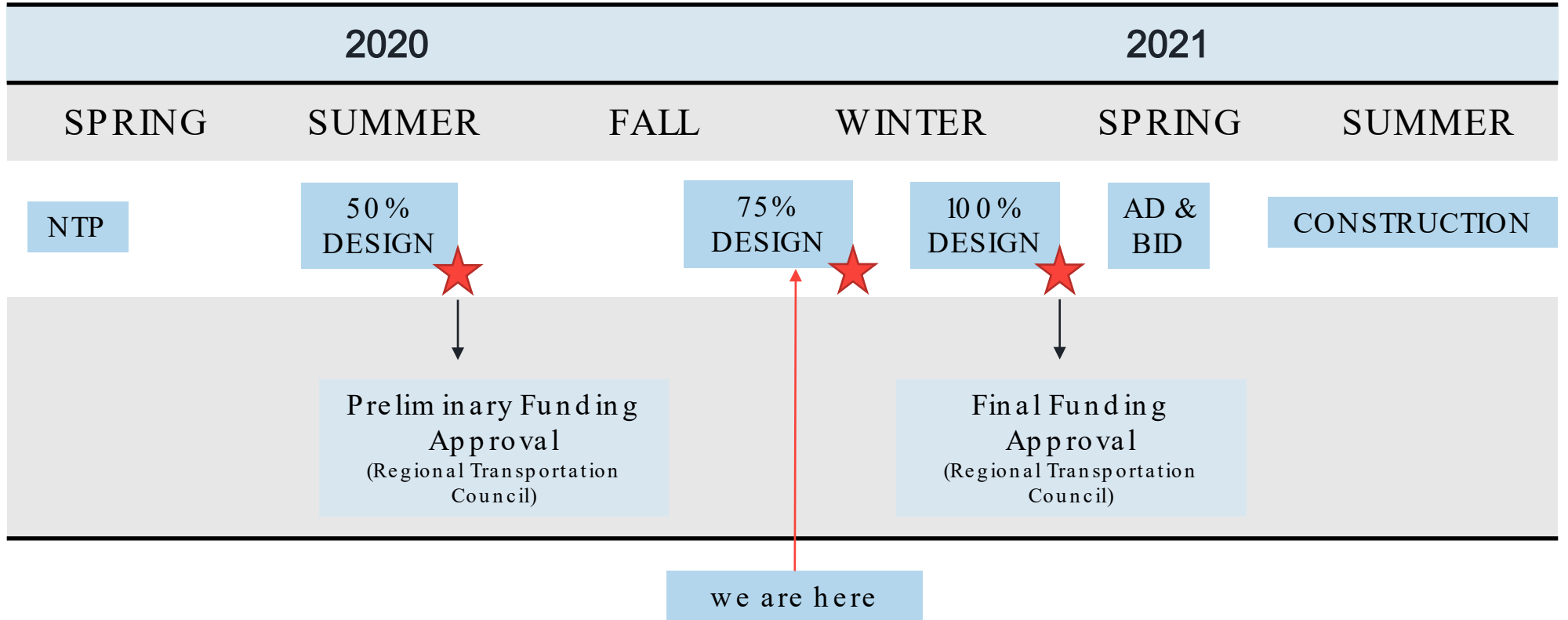
1. Postpone curb ramp bulb outs - \$6k savings
2. Potential closure of west crosswalk across 1st Street - \$5k savings
3. Alignment of east crosswalk across 1st Street - \$5k savings
4. Postpone storm water improvements - \$14k

# Overlook

4



# Schedule



5

Thank you!



# City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council  
From: Karl Russell, Public Works Director and Leana Kinley, City Administrator  
RE: Sewer Plant Update  
Meeting Date: December 10th, 2020

## **Executive Summary:**

This is an overview of items staff has been working on over the past month in line with the direction council gave to staff.

## **Overview of Items:**

**Plant Operations:** Day to day operations continue to go well. Settleable solids are at a desired level. The plant continues to see marked improvement with the side streaming efforts of Backwoods Brewing, Walking Man and LDB, Inc.

The average monthly Influent BOD load has been:

### 2018

- January 675 lbs/day – No Effluent Violations
- February 1,793 lbs/day – No Effluent Violations
- March 1,099 lbs/day – BOD and TSS Effluent Violations
- April 991 lbs/day – BOD and TSS Effluent Violations
- May 1,265 lbs/day – BOD and TSS Effluent Violations
- June 1,124 lbs/day – No Effluent Violations
- July 920 lbs/day – Low pH Violation (one day)
- August 1,113 lbs/day – No Effluent Violations
- September 1,439 lbs/day – Low pH Violation (one day)
- October 1,072 lbs/day – No Effluent Violations
- November 1,032 lbs/day – No Effluent Violations
- December 807 lbs/day – No Effluent Violations

### 2019

- January 776 lbs/day – Solids washout from clarifiers on 29<sup>th</sup> and 30<sup>th</sup>, TSS and BOD Effluent Violations
- February 749 lbs/day – Solids washout from clarifiers on the 18<sup>th</sup>.
- March 803 lbs/day – Solids washout from clarifiers on March 13<sup>th</sup>, TSS Effluent Violation
- April 589 lbs/day – Solids washout from clarifiers on April 1<sup>st</sup>
- May 1,067 lbs/day – No Effluent Violations
- June 897 lbs/day – No Effluent Violations
- July 785 lbs/day – No Effluent Violations
- August 833 lbs/day – No Effluent Violations
- September 720 lbs/day – No Effluent Violations

- October 810 lbs/day – No Effluent Violations
- November 620 lbs/day – No Effluent Violations
- December 588 lbs/day- No Effluent Violations

2020

- January 417 lbs/day- No Effluent Violations
- February 270 lbs/day- No Influent/Effluent Violations, Inf Flow Total 7.532 Mil/Gal.
- March 324 Lbs/day No Influent/Effluent Violations, Inf Flow Total 4.223 Mil/Gal.
- April 389 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.852 Mil/Gal.
- May 295 lbs/day No influent/Effluent Violations, Inf Flow Total 3.315 Mil/Gal.
- June 502 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.788 Mil/Gal.
- July 427 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.048 Mil/Gal.
- August 458 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.941 Mil/Gal.
- September 427 lbs/day No Influent/Effluent Violations, Inf Flow Total 3.786 Mil/Gal.
- October 353 lbs/day No Influent/Effluent Violations, Inf Flow Total 4.786 Mil/Gal.
- November 417 lbs/day No Influent/Effluent Violations, Inf Flow Total 8.018 Mil/Gal.

The current permit limit for Influent is 612 lbs/day and the current upgrades in the adopted General Sewer Plan call for a design max monthly BOD loading of 1,611 lbs/day.

WWTP Design:

Final design of the WWTP was be delivered to D.O.E. in June of this year and has been approved. 50% design for the Rock Creek Lift Station is complete and under review.

Both the “Main D Extension” and “Cascade Interceptor” are at 90% design and under review. City staff and Wallis Engineers will be doing a site visit for the Rock Creek Lift Station Project on 12/14/2020.

Funding:

The City received a grant from the US Economic Development Administration (EDA) in the amount of \$4,054,400 for the Wastewater Collection System Capacity Upgrade Project (lift stations and a section of force sewer main). The total project amount is \$5,068,000 with the remaining 20% covered by a USDA loan in the amount of \$873,000 loan and \$70,600 grant. Staff is working on obtaining interim financing for the USDA loan to move forward.

Staff submitted an application for \$9.9M in construction funding through the Department of Ecology for the wastewater treatment plant and extension of the sewer line. We should know the results the middle of January when they publish the draft funding offer list.

Compliance:

The draft amendment to the Administrative Order is still in process. When it is finalized it will require additional testing.

The Significant Industrial Users discharge contract with Backwoods was executed last month. LDB Beverage is reviewing the contract.

Quarterly progress report due to D.O.E. December 15<sup>th</sup>.

Action Needed:

None





# City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council  
From: Leana Kinley, City Administrator  
RE: 2021 Sewer Rates  
Meeting Date: December 10, 2020

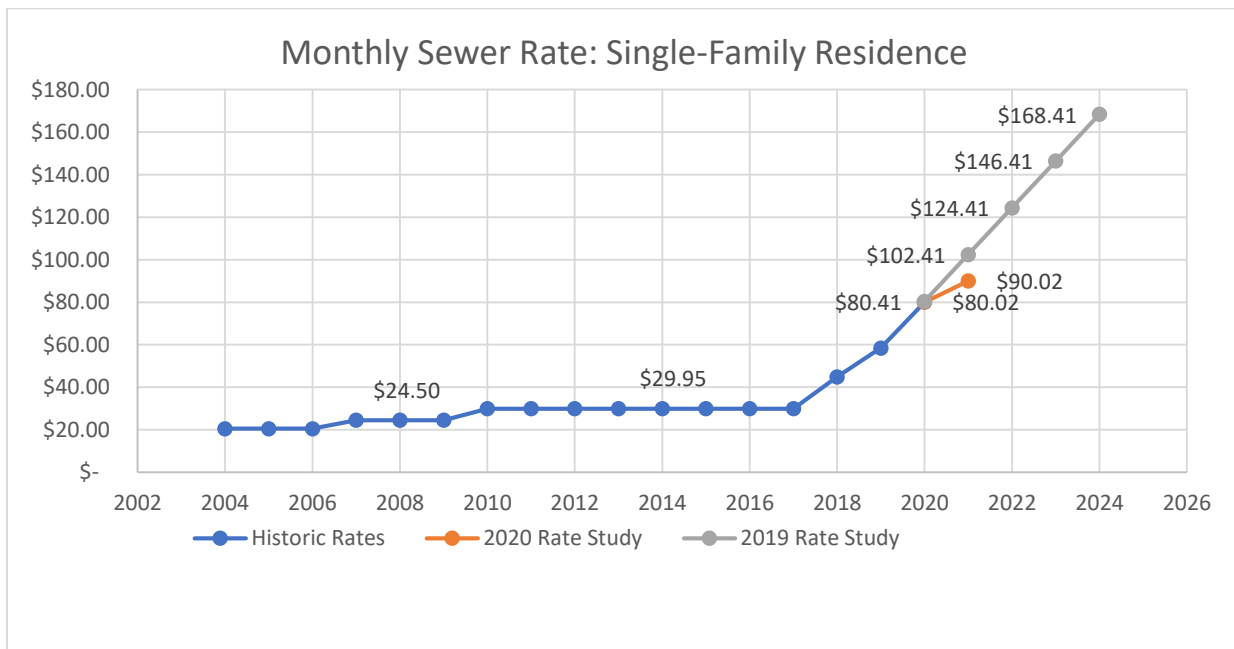
### Executive Summary:

The rate projections in the 2019 amendment to the General Sewer Plan and Wastewater Facilities Plan Update recommended a \$22 annual increase until 2024 to ensure the financial needs can be met. Staff has worked diligently at improving operations, reducing costs and obtaining more grants with the overall impact of lower annual operating costs. These factors, in addition to the impact of COVID-19 on the community, leads to the recommendation of a \$10 increase to the monthly residential sewer rate.

### Overview:

In 2017, as part of the General Sewer Plan and Wastewater Facilities Plan, the city conducted a rate study. It was update in February, 2019 based on changed assumptions. Since then, the city has taken over operations of the wastewater treatment plant where it was previously operated under a service contract. There have also been additional grants and financing secured. The design for the wastewater treatment plant are 90% complete and other projects are between 50%-90% complete with more refined estimates. The result is a clearer picture of the future operations and maintenance needs and the rates necessary to ensure the financial viability of the utility.

A chart of the historic rates and projected rates from the 2019 rate study are below.



A detailed list of the differences between the 2019 study and current projections are below.

<b>Six-Year Sewer Capital Improvements - 2019 Plan Amendment</b>							
	2019	2020	2021	2022	2023	2024	Totals
2019 WW Capital Budget	25,000						25,000
<b>Design</b>							
WWTP Improvements	521,000	521,000					1,062,840
Rock Creek PS	61,000	61,000					124,440
Fairgrounds PS	6,000	6,000					12,240
<b>Construction</b>							
WWTP Improvements			2,121,000	7,776,000			11,041,016
Rock Creek PS			249,000	913,000			1,296,319
Fairgrounds PS-Phase 1			23,000	84,000			119,365
Cascade PS-Phase 1				4,000	35,000		45,445
Cascade Ave Sewer-Phase 1				44,000	413,000		532,646
Kanaka PS-Phase 1				73,000	697,000		897,506
Cascade Interceptor				67,000	641,000		825,245
<b>Total CIP by Year</b>	<b>613,000</b>	<b>588,000</b>	<b>2,393,000</b>	<b>8,961,000</b>	<b>1,786,000</b>		
<b>Total w/4% escalation</b>	<b>613,000</b>	<b>612,000</b>	<b>2,588,000</b>	<b>10,080,000</b>	<b>2,089,000</b>		<b>15,982,000</b>

<b>Six-Year Sewer Capital Improvements - Actual Costs Incurred &amp; Revised Estimates</b>							
	2019	2020	2021	2022	2023	2024	Totals
2019 WW Capital Budget	21,254						21,254
<b>Design</b>							
WWTP Improvements	329,093	638,463	41,932				1,009,488
Rock Creek PS							-
Fairgrounds PS							-
<b>Construction</b>							
WWTP Improvements	25,371	27,032	2,121,000	7,540,000			9,713,404
Rock Creek PS			1,284,000				1,284,000
Fairgrounds PS-Phase 1 & 2				866,000			866,000
Main D Extension				274,704			274,704
Cascade PS-Phase 1 & 2				40,000	413,000		453,000
Cascade Ave Sewer-Phase 1							-
Kanaka PS-Phase 1 & 2				73,000	697,000		770,000
Cascade Interceptor					496,000		496,000
<b>Total CIP by Year-Includes Escalation</b>	<b>375,718</b>	<b>665,495</b>	<b>3,446,932</b>	<b>8,793,704</b>	<b>1,606,000</b>		<b>14,887,850</b>

<b>2019 Estimated CIP Funding Source</b>							
	2019	2020	2021	2022	2023	2024	Totals
Sewer Budget	25,000						25,000
Ecology Loan 1-WWTP Design	588,000	612,000					1,200,000
Ecology Loan 2-WWTP Construction			2,588,000	9,869,000			12,457,000
Ecology Loan 3-Pump Stations, Cascade Ave				211,000	2,089,000		2,300,000
<b>Total CIP Funding Sources by Year</b>	<b>613,000</b>	<b>612,000</b>	<b>2,588,000</b>	<b>10,080,000</b>	<b>2,089,000</b>		<b>15,982,000</b>

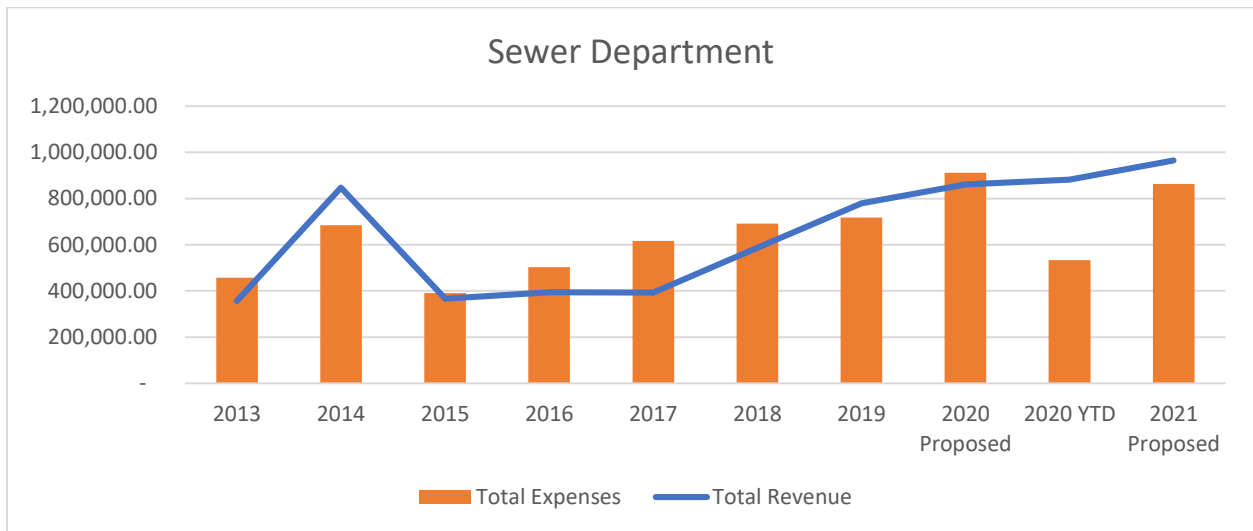
<b>Actual Funding Sources</b>							
	2019	2020	2021	2022	2023	2024	Totals
Sewer Budget	21,254						21,254
Ecology Loan-WWTP Design	251,670	472,502	29,772				753,943
Ecology Forg. Prin.-WWTP Design	102,795	192,994	12,160				307,949
EDA Grant-Pump Stations, Cascade Ave			1,027,200	1,742,400	1,284,800		4,054,400
USDA Loan-Pump Stations, Cascade Ave			256,800	435,600	321,200		1,013,600
*Ecology Loan-WWTP Construction			1,505,910	4,697,150			6,203,060
*Ecology Forg. Prin.-WWTP Construction			615,090	1,918,554			2,533,644
<b>Total CIP Funding Sources by Year</b>	<b>375,718</b>	<b>665,495</b>	<b>3,446,932</b>	<b>8,793,704</b>	<b>1,606,000</b>		<b>14,887,850</b>

\* Loan application in process

Overall, the estimated annual debt service has been reduced by almost \$560k. This reduction translates to over \$45 per month in savings on a residential sewer bill by the end of 2024.

Funding Summary			
		Actual Grants Secured	4,362,349
		Estimated Grants Applied	2,533,644
2019 Plan Estimated Grants	3,000,000	<b>Actual &amp; Estimated Grants</b>	<b>6,895,993</b>
2019 Plan Estimated Loans	12,982,000	<b>Actual &amp; Estimated Loans</b>	<b>7,970,603</b>
Original Estimated Debt Service	840,100	Revised Est. Debt Service	280,385

The 2021 proposed revenue and expenses for the sewer department are below. The current 12.5% rate increase only to base fees proposed will bring in enough revenue to replenish reserves and cover the expenses and ensure future increases will not be as high as initially estimated.



The city will continue to work on refining the operations costs, secure a finance package for construction of the wastewater treatment plant, and determine an adequate level of capital reserves. These will be incorporated into next year’s rate study where we hope to have a longer-term forecast for future rates.

**Action Needed:**

Motion to approve ordinance 2020-1168 revising the sewer rates as presented or with changes as discussed.

**CITY OF STEVENSON, WASHINGTON**

**ORDINANCE NO. 2020-1168**

**AN ORDINANCE ESTABLISHING CHARGES FOR THE USE OF THE SEWER SYSTEM  
FURNISHED BY THE CITY OF STEVENSON**

**AND REPEALING ORDINANCE NO. 2019-1154**

**WHEREAS**, it is necessary to revise the user charge system in the City of Stevenson to provide funds sufficient to meet all expenses associated with the City's wastewater treatment system; and

**WHEREAS**, the City must pay all expenses associated with said treatment works/collection system and charge users of said system accordingly; and

**WHEREAS**, the City of Stevenson Wastewater Treatment Plant is in need of major construction to meet new Department of Ecology standards and increased loading on the plant; and

**WHEREAS**, the Department of Ecology has identified several capital facilities improvements that will need to be completed in the next five years and the City will need to accrue sufficient funds to address these improvements; and

**WHEREAS**, the City conducted a rate study in the fall of 2020 to evaluate recent operational changes, asset needs and secured funding packages on the future rate needs; and

**WHEREAS**, the City held a Public Hearing on November 19<sup>th</sup>, 2020 regarding these rate changes.

**NOW, THEREFORE**, the city council of the city of Stevenson do ordain as follows:

**SECTION I**

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare, and convenience of the City to collect charges from all users who contribute wastewater to the City's treatment works. The proceeds of such charges so derived will be used for the purpose of operating, maintaining, and retiring the debt for such public wastewater treatment works.

**SECTION II**

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

**BOD**: (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter (mg/l).

**"Residential"** shall mean any contributor to the City's treatment works whose real estate or building is used for domestic dwelling purposes only.

**"SS"** (denoting suspended solids) shall mean the solids that either float on the surface of or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

**SECTION III**

1. The user charge system shall generate adequate annual revenues to pay the costs of annual operation and maintenance including replacement and cost associated with debt retirement of bonded capital associated with financing the treatment works which the City may by ordinance designate to be paid by the user charge system.
2. The total user charge collected shall be deposited to the water/sewer fund and will be kept in two primary accounts:
  - a. User charges shall be collected and deposited in the water/sewer operating cash account; and,
  - b. The City may designate deposits to the Replacement Account/ Sewer from the water/sewer operating cash account to ensure replacement needs over the life of the treatment plant at the direction of the City Council.

**SECTION IV**

1. Each user shall pay for the services provided by the City based on their use of the treatment works as determined by water meter(s) acceptable to the City as outlined in Exhibit A.

**SECTION V**

The City shall review the user charge system annually and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including

replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

**BE IT FURTHER ORDAINED** that Ordinance 2019-1154 and all other Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

The effective date of this Ordinance shall be the January 2021 billing cycle.

Passed by the City Council of the City of Stevenson at its regular meeting held on the 10<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Mayor of the City of Stevenson

ATTEST:

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Woodrich, City Attorney

Exhibit A

Rates Effective for 2021

Class of Service	Base Fee
<b>Residential</b>	
Single ¾" Residential	\$90.02
Multifamily-per dwelling unit	\$90.02
<b>Non-Residential</b>	
Transient quarters	\$45.01
Other Commercial	
¾" water service	\$90.02
1" water service	\$187.09
1.5" water service	\$278.76
2" water service	\$421.67
3" water service	\$605.00
4" water service	\$788.33
6" water service	\$1,301.66
<b>Mobile Home Sites</b>	
With or without individual connections-per dwelling unit/space	\$90.02
<b>Special Services-Public and Private</b>	
Meeting halls and churches	Same as applicable commercial rate
Schools	Same as applicable commercial rate
Convalescent homes, nursing homes and detention facilities	Same as applicable commercial rate
Hospitals and clinics	Same as applicable commercial rate
<b>Industrial</b>	
Dry industrial	Same as applicable commercial rate
Wet industrial	Same as applicable commercial rate
<b>Downspout/Sump Pump Connection<sup>1</sup></b>	\$10.00

Usage <sup>2</sup> Rates for Non-Residential/Commercial	
Flow Surcharge	\$0.045
<b>BOD Surcharge<sup>3</sup></b>	
Low	\$0.000
Medium	\$0.018
High	\$0.036
Very High	\$0.071

- 1- The charge for connections to downspouts or sump pumps will be removed upon city verification that the rain catchment system, or any rain or groundwater collected in the structure, is not transferred to the sewer system.
- 2- Flow based on water consumption charged per cubic foot over 400 cu/ft. Industrial users will be charged based on a consumption factor as determined by the City.
- 3- BOD Surcharge applies to commercial customers based on the following classification:

Strength Category	BOD Strength	Types of Typical Users
Low	<300mg/L	Public Facilities, Hotel/Motel w/o Restaurant, General Retail, Office Space, Industrial w/o Process Discharge
Medium	301-600 mg/L	Hotel/Motel w/Restaurant, School w/Cafeteria, Laundromat, Nursing Home, Hospital
High	600-2,000 mg/L	Grocery Store, Bakery, Restaurant, Coffee Shop
Very High	>2,000 mg/L	Food Production, Brewery, Distillery, Cider Production, Dairy, Industrial w/Process Discharge

Additional fees for BOD<sub>5</sub> testing at the request of the customer will be billed at actual rates for staff time, materials and testing services used plus 17% overhead.

Rates for 2022 and beyond shall increase 5% per year.



# City of Stevenson

*Leana Kinley, City Administrator*

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

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

To: City Council  
 From: Leana Kinley, City Administrator  
 RE: Law Enforcement Contract with Sheriff's Department  
 Meeting Date: December 10, 2020

**Executive Summary:**

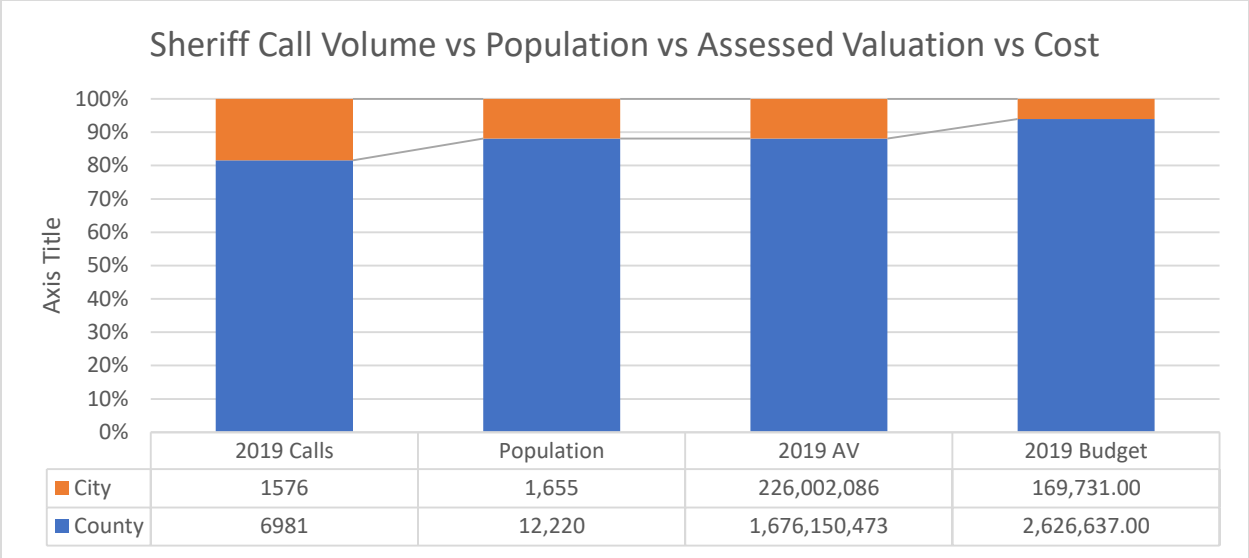
The law enforcement contract with Skamania County expires on December 31, 2020. A new two-year contract was presented and discussed at the November 19<sup>th</sup> council meeting. Council established a subcommittee with councilmembers Annie McHale and Amy Weissfeld to negotiate revised language to include additional mental health services. The revised contract will be presented as soon as it is ready.

**Overview:**

The city has historically contracted with the Sheriff's department for law enforcement services. In surveying law enforcement budgets and contracts for neighboring cities, cities of similar size and those with similar composition, Stevenson's cost for service is the third lowest, with North Bonneville and Republic being less.

Cost of Law Enforcement Services			
City	Population	Type of Service	Budgeted cost
La Conner	970	Contract	321,000
North Bonneville	1035	Contract	81,000
Republic	1105	Contract	166,000
Kettle Falls	1635	Police Department	418,000
South Bend	1645	Police Department	600,000
Stevenson	1655	Contract	176,000
Coupeville	1925	Contract	480,000
Napavine	2010	Police Department	548,000
Leavenworth	2080	Contract	700,000
Friday Harbor	2490	Contract	417,000
White Salmon	2710	Shared Police Department	1,000,000
Goldendale	3565	Police Department	1,270,000
Chelan	4355	Contract	1,200,000
Granite Falls	4425	Contract	707,000

In 2019, 23% of calls for service were in the city limits. Stevenson represents 14% of the county population, 13% of the county's assessed valuation (used for determining property taxes paid) and paid 6% of the Sheriff's department budget in 2019.



Enclosed is a memo from Councilmember Robert Muth, which was distributed by staff to council on December 1<sup>st</sup>, regarding the requirements for city to provide services. Also enclosed is a response from Councilmember Matthew Knudsen, which has not been distributed to council. I have reached out to the Washington Association of Sheriffs and Police Chiefs for further input on the matter and will include a memo with their response prior to the council meeting.

**Action Needed:**

Motion to approve the contract for law enforcement services with the Skamania County Sheriff's Office as presented.



**MEMORANDUM  
CITY COUNCIL MEETING  
DECEMBER 10, 2020**

Date: December 1, 2020

To: Leana Kinley

From: Robert C. Muth, Council Member Position No. 1

RE: Interlocal Agreement with Skamania County Sheriff's Department

During the November Council meeting, I offered to review the Interlocal Agreement for Law Enforcement Services for the City of Stevenson ("Interlocal Agreement"). The purpose of my review was to determine if there was possible revisions to the Interlocal Agreement to accommodate concerns voiced by some of the Council members during the meeting.

Throughout my tenure as a member of City Council, the City has entered an Interlocal Agreement with the Sheriff's Department to provide the statutorily required law enforcement services. My recollection of the prior years, the Council passed the Interlocal Agreement as presented unanimously. The original Interlocal Agreement was for \$120,000 and has since be adjusted to its current amount of \$176,906.

I am providing the following information to the City Council members in advance of the December 10, 2020 meeting pertaining to the Interlocal Agreement. The Interlocal Agreement is a bilateral agreement; meaning both the City and the Sheriff's Department must accept the terms of the Interlocal Agreement. Just as the City Council entertained changes, modifications and edits to the proposed Interlocal Agreement in the November meeting, the Sheriff's Department has the right to reject any proposed Interlocal Agreement offered by the City.

I understand a couple of the City Council members have reached out to Sheriff Dave Brown directly regarding the Interlocal Agreement. I also understand some Council member(s) may have asked the City Manager to draft revisions or new language to the Interlocal Agreement for the Sheriff to consider in advance of our December 10, 2020 meeting. While I appreciate all dialogue between elected officials and citizens, this is a reminder negotiations of any sort involving City contracts or business is not done in a vacuum, by a few, but to be decided by the majority of the Council in a public meeting.

Aside from any individual City Council Member's personal or perceived opinions as to the Sheriff's Department, the City Council should be aware of statutory obligations when making any decision as to the Interlocal Agreement.

The City of Stevenson is a Code city under the Washington statutes. Under Revised Code of Washington (RCW) 35A.12.020, the City of Stevenson is legally obligated to appoint a chief law enforcement officer. The City is further statutorily obligated to secure legal counsel,

either by appointment on full or part-time basis or by any “reasonable contractual arrangement for such professional services.”

If the City Council chooses to restrict or mandate how the Sheriff operates in the City, the Sheriff may well reject any proposed Interlocal Agreement.

If the City does not contract with the Sheriff to serve as the City’s chief law enforcement officer, the City will be in violation of RCW 35A.12.020. The City will be legally required to appoint a chief law enforcement officer. Under RCW 35A.21.030, every officer of a code city “shall perform, in the manner provided, all duties of his or her office which are imposed by state law on officers of every other class of city who occupy a like position and perform like functions.”

RCW 35.21.333 sets out the eligibility requirements for a chief of police or marshal in a Code city (Stevenson) with a population in excess of one thousand. One of the eligibility requirements is successful completion of the state’s basic training requirement or equivalency within 9 months of appointment. RCW 35.21.334 requires the City to “complete a thorough background investigation of the candidate.” As such, the City cannot simply appoint anyone to the position.

In the November meeting, the Council passed the 2021 Budget. The Budget does not include any monies or allocations for a chief law enforcement officer. If the City is unable to reach a mutually agreeable Interlocal Agreement with the Skamania County Sheriff’s Department, the Council will have to call emergency sessions to define the scope of duties for the chief law enforcement officer; identify and hire the person to fill the statutorily mandated role and to fund the position.

While I have not tabulated the full cost to the City of hiring and funding a chief law enforcement officer; but I am willing to bet the costs will far exceed the amount of the Interlocal Agreement. In short, failing to have an Interlocal Agreement with the Sheriff’s Department may will cost the City a great deal of money.

I am providing this information so each City Council member can fully grasp the severity of rejecting the Interlocal Agreement as presented or in proposing changes, which may cause the Sheriff’s Department to reject the Interlocal Agreement.

Just a reminder to the Council of the financial impact to the City with respect to any decision regarding the Interlocal Agreement.



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## Provision of Police Services

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**Matthew Knudsen** <matthew.knudsen@ci.stevenson.wa.us>

Wed, Dec 2, 2020 at 3:03 PM

To: Leana Kinley <leana@ci.stevenson.wa.us>

With Robert's letter included in the packet, it provides some solid insights, but also includes some scare tactics, as well. I am not asking this be distributed to council early, but I want it included in the packet to add to the conversation that Robert started.

The scenario being painted is that the city council is in a bind as some are not necessarily in agreement with the quality of service in certain scenarios by the Skamania Sheriff's office, but that the city is limited in options to do anything. The sheriff can play king and set all terms, or reject the contract and set the city up for excessive and unmanageable expenditures. This creates an air of fear and compliance.

Based on consultation with MRSC's legal staff, there is more to this conversation that should be considered before retreating in fear or blindly pushing forward.

The county sheriff's duty of enforcing state law spans the whole county. While we are discussing "municipal add-ons" to enforce city ordinances, as noted in other letters it is the sheriff's option to reject the contract in whole, at which point we are required to appoint a chief law enforcement official to manage the municipal codes. However, the city also has the capability of determining the job scope, as well. This means (assuming the entire contract were to be rejected), the cost of salary and training is not excessive. The sheriff's office is obligated per the attorney general to provide emergency & state law enforcement if the city's "police department" is understaffed. This does not put an undue burden on other county residents, as city residents pay twice already (county taxes paid are the same as everyone else and pay for the county's sheriff contract like every other resident).

This means it is not an all-or-nothing scenario. IF the sheriff office were so dissatisfied with the municipal contract and chose to reject it, they ultimately will have to provide the bulk of the same services they do today. A municipal officer (or two) could potentially handle the city-level code violations, etc.

While it is true that the sheriff's office has the right to allocate resources and a certain level of service is not guaranteed, this is the same situation every other county neighborhood finds themselves in. Of course the added contract can help guarantee elevated service. However, one could argue that if (for example) 20% of the county taxpayers are in one place there is a natural expectation that 20% of resources should be expended in said location to avoid the potential appearance of (or actual) dereliction of duty. But the obligation vs. discretion complication should be noted.

--

**Matthew Knudsen**

**City Council Member, Seat #5 | City of Stevenson, Washington**

**PO Box 371 | Stevenson, WA | 98648-0371**

**503-730-3827**

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
FOR THE CITY OF STEVENSON**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "County," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City,"

**WITNESSETH:**

**WHEREAS**, The City desires to contract with the County and its Sheriff, for the Sheriff to provide certain law enforcement services within the City's corporate limits; and

**WHEREAS**, The County, by and through its Sheriff, wishes to perform law enforcement services for the City as set forth below; and

**WHEREAS**, such contracts are authorized by the provisions of RCW 39.34.010 et seq.;

**NOW, THEREFORE, it is agreed as follows:**

1.0 Agreement to Provide Services

The County, by and through its Sheriff, agrees to provide certain law enforcement services for the City, within the City's corporate limits. "Law enforcement services" shall mean response to emergency calls for service, investigation/enforcement of violations of state statutes and certain city code violations, random patrols, regulation of traffic control within City limits, animal control services and shall include the quality of service customarily rendered by the Skamania County Sheriff's Office.

2.0 Payment

.1 Basic Fee. As consideration for these services, the City shall pay the County the amounts listed below for each calendar year:

.1.1 \$176,906 for calendar year 2021, paid in 12 equal installments of \$14,742.17 per month.

.1.2 An amount to be determined for calendar year 2022 equal to the 2021 scheduled amount increased by the West B/C CPI-U 12-month change for June of the current year as reported by the US Bureau of Labor Statistics.

Checks shall be made payable to the Skamania County Treasurer and be issued at the regularly scheduled Council meeting for the month in which the service is provided.

.2 Criminal Justice Money. By state statute the City receives Criminal Justice transfers from the State's General Fund allocated for innovative law enforcement programs,

domestic violence prevention programs, child abuse prevention programs and for cities that contract for law enforcement services. Therefore, as further consideration of the services provided by the Sheriff, the City agrees to pay to the county all funding it receives through the Criminal Justice Programs (understanding these moneys are distributed at the discretion of the State of Washington). The City further agrees to take reasonable and good faith steps to obtain and secure funding for the various Criminal Justice program areas.

### 3.0 Term

The duration of this agreement shall be for two (2) years beginning on January 1, 2021 and ending on December 31, 2022. Upon the mutual written consent of both parties, this agreement can be extended for one (1) additional year after the above stated ending date, including a CPI adjustment per section 2.1.2, above. This agreement may be terminated at any time, or by either party for any reason upon ninety (90) days' written notice. Both parties agree that in October of 2021 the contract will be open for discussion in order to address potential changes affected through collective bargaining that may impact the agreed upon fee.

### 4.0 Customary Services

- .1 Scope of Services. Unless otherwise specified, services provided by the County shall include investigation and enforcement of statutes of the State of Washington, random patrols and certain ordinances of the City.
- .2 Control. The Sheriff shall have exclusive control of the Sheriff's enforcement operations in performing this contract, but the parties do agree to consult with one another, from time to time, to discuss law enforcement services.
- .3 Continuous Service. Law enforcement services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; Provided that allocations of manpower and equipment for this purpose will be at the reasonable discretion of the Sheriff.
- .4 Animal Control. The County agrees to provide certain animal control services for the City within the County's corporate limits. "Animal Control Services" shall mean response to complaints and/or information received regarding violations of Stevenson Municipal Code Title 6, as it now exists or is hereafter amended.

Animal control Services shall be limited to domesticated animals which shall include dogs, live stock and poultry, excluding cats.

- .5 Priorities. The City will work with the county to set service level priorities, goals and metrics. These will be reviewed bi-annually in June and December of each year and adjusted as necessary with a contract amendment. The current list of priorities is listed in the attached Exhibit A.

## 5.0 Indemnification

- .1 County Indemnification. The County acknowledges that, pursuant to the terms of this contract, the County is totally responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this contract. The County assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless the City, its officers, officials and employees, from and against any and all liability which may accrue to or be sustained by the City, or its officers, officials and employees, on account of any claim, suit or legal action made or brought against the City for the death or injury to persons (including County's employees) or damage to property involving the County, arising out of any act or omission of the County or any County employee in the performance of services performed hereunder. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of the City. This indemnification does not extend to injuries or damages caused by the sole negligence of the City.
  
- .2 City Indemnification. The City acknowledges that pursuant to the terms of this contract, the City is totally responsible for the acts or omissions of its own officials, officers and employees. The City assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless the County, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by the County on account of any claim, suit or legal action made or brought against the County or its officers, officials and employees, for the death or injury to persons (including City's employees) or damage to property involving the City, arising out of any act or omission of the City or any City employee in the performance of law enforcement services. This indemnification extends to the officials, officers and employees of the County and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the County. This indemnification does not extend to injuries or damages caused by the sole negligence of the County.

## 6.0 Authority.

The parties agree that for all intents and purposes, the Skamania County Sheriff is also the Chief of Police for the City, and with respect to law enforcement, is bound to the interlocal agreements signed by the City. While performing services under this contract, the Sheriff's Office personnel shall have all authority granted to a police department of a non-charter code city under the laws of the State of Washington.

## 7.0 Materials.

All material needed to perform this contract and the expense of performing it, shall be provided or paid by the County. Such material includes, but is not limited to, vehicles, weapons, communication facilities and such other supplies needed by a law enforcement

agency to carry out its normal functions.

8.0 City to Cooperate.

The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract.

9.0 Prosecution.

All citations or complaints for violations of municipal ordinances, including state statutes involving infractions, misdemeanors and gross misdemeanors shall be filed in the Stevenson Municipal Court and shall be prosecuted by the City.

10.0 Insurance.

The County shall provide and maintain police professional liability insurance coverage with limits adequate to cover all foreseeable errors and omissions, and shall provide a copy of said policy to the City for its review and approval.

11.0 Reports.

County will provide City with activity reports on a monthly basis. Such reports shall include the number and types of reported complaints, the type and quantity of arrests made within the City, and any other information relevant to reporting criminal activity within the City.

12.0 Equal Opportunity Employer.

The County covenants that it is an equal opportunity employer.

13.0 Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.

14.0 Modifications.

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

15.0 Attorney Fees.

If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its

expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.

16.0 Extraordinary Services.

The parties recognize that this contract is designed to allow the City to use the Skamania County Sheriff's Office and its deputies to provide law enforcement services within the city limits. The parties further recognize that law enforcement must respond to a myriad of emergency and non-emergency situations. However, the parties realize that there are certain activities or events that will require exceptional and extraordinary preparation planning and staffing by the Sheriff's Office to adequately respond to the potential threats to safeguard the City's citizens and property. In recognition of these situations, the parties agree to negotiate in good faith additional payments from the City to the County that will fairly reimburse the County for providing these "extraordinary services". For purposes of this section, "Extraordinary services" shall mean those law enforcement services necessary to plan, prepare and staff law enforcement services to respond to or prepare for events that occur within the City limits. The terms "Extraordinary services" do not mean natural disasters, individual criminal episodes or other similar emergency responses.

17.0 Entire Contract.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

18.0 Choice of Venue.

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

19.0 Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2022 or sooner as provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.



- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

**IN WITNESS WHEREOF**, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

**CITY OF STEVENSON,**  
A Municipal Corporation,

**COUNTY OF SKAMANIA,**  
Board of Commissioners

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman

Attest:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form only:

Attest:

\_\_\_\_\_  
Adam Kick, Skamania County  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney,  
City of Stevenson

Approved:  
\_\_\_\_\_  
David S. Brown, Sheriff  
Skamania County, WA

## Exhibit A

### Service Level Priorities-2021

The initial priorities as outlined below are goals to be reviewed and revised bi-annually. The Community Response Team is a new program and more specific metrics may be developed as the program rolls out. Other goals listed below are also new and may be revised.

#### Mental Health:

The City and County recognize the need for a coordinated effort between law enforcement and mental health providers to ensure people in crisis are adequately and appropriately served. Both the City and County commit to working together to increase mental health staffing levels while working with the State of Washington to meet requirements set forth in the Trueblood Settlement Agreement. Full implementation of a crisis response team will be a priority for the 2021 calendar year. Further, the City and County agree to work together to create a comprehensive plan to address the short and long-term needs related to mental health services with a goal of 20% of mental health calls are referred to the Community Response Team. A referral requires the consent of the person experiencing a mental health crisis and is not the decision of the Sheriff's Office. The Sheriff's Office will encourage contact with Community Health on 100% of mental health calls.

#### Training:

Training as required in WAC 139-11-020, specifically mental health and bias training as outlined in Part III of the Law Enforcement Training and Community Safety Act (LETCSA) or I-940, will be provided.

Reports on training provided, to include hours of training and title of training, will be submitted no less than annually or as required by state law.

#### Traffic Enforcement:

The city intends to work toward safer travel on city streets, especially Second Street. To this end the city will work with the county to identify areas needing infrastructure improvements and incorporate them into the traffic plan and capital improvement program. The goal is a reduction in requests for traffic enforcement within Stevenson city limits.

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

THIS AGREEMENT, entered into this 10<sup>th</sup> day of December, 2020 is by and between the **CITY OF STEVENSON**, a Municipal Corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **SKAMANIA COUNTY**, a legal subdivision of the State of Washington, by and through its Prosecuting Attorney (hereinafter referred to as "Attorney").

The parties recite and declare that:

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

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

**Section One  
Purpose of Employment**

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

**Section Two  
Acceptance and Duration of Employment**

The City does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2021, and ending on the 31st day of December, 2021, for the performance of legal services herein set forth.

**Section Three**  
**Place of Work**

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

**Section Four**  
**Nature of Duties**

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

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

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

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

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

**Section Five**  
**Compensation**

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

**Section Six**  
**Nature of Employment**

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

**Section Seven**  
**Termination**

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

**Section Eight**  
**Modification**

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

**Section Nine**  
**Indemnification**

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

**Section Ten**  
**Notice**

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

**City of Stevenson**

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

**SKAMANIA COUNTY**

**c/o Prosecuting Attorney, Adam Kick**

P.O. Box 790  
Stevenson, WA 98648

**Section Eleven**  
**Interlocal Agreement**

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

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

**Section Twelve**  
**Complete Agreement**

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

**[Signatures appear on next page]**

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

**CITY OF STEVENSON**, a Washington  
Municipal Corporation

**SKAMANIA COUNTY**, a Legal Subdivision of  
the State of Washington

Board of Commissioners

By: \_\_\_\_\_  
Scott Anderson, Mayor

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

By: \_\_\_\_\_  
Leana Kinley, City Clerk

By: \_\_\_\_\_  
Debbie Slack,  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City Attorney

\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this **9th** day of December, 2020 by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Maul Foster and Alongi, Inc. COMPANY**, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

### SECTION I Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibit "A." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

### SECTION II Payment for Services & Expense Reimbursement

#### A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit "B." Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract.

#### B. TRAVEL

Contractor shall be reimbursed for actual transportation costs that are necessary for the performance of this contract, and which are pre-approved by the City Administrator. Any approved air travel by Contractor shall be limited to coach class (restricted fare). Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's current mileage reimbursement rate for business related travel. **If the Contractor is based outside Skamania County, any travel to and from the area shall require the prior approval of CITY's Clerk/Treasurer.**

#### C. TRAVEL EXPENSES

Contractor shall be reimbursed for the actual reasonable subsistence costs incurred, by Contractor, while traveling in performance of the services hereunder, not to exceed State per diem rates.



**SECTION III**  
**General Terms & Conditions**

**A. DURATION**

This contract shall commence as of the date indicated below, and shall continue **until February 1, 2020** or until terminated by either party giving the other party thirty (30) days written notice of such termination. Notice shall be deemed to have been given at the end of three (3) working days, after the deposit of the same in the United States mail, addressed to the other party, postage prepaid, at the address of the parties as hereinafter stated. In the event of cancellation by either party, the notice may specify the services that are to be performed after receipt of the notice until the date of termination. Unless stated otherwise, Contractor shall perform no further services upon receipt of notice of the termination. On or before termination or expiration of the thirty (30) day period, Contractor agrees to deliver to CITY all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for CITY. In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY's early termination of this contract.

**B. RELATIONSHIP OF THE PARTIES**

Contractor is an independent contractor of CITY. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. Unless specifically restricted by this agreement, Contractor may hold itself out to the general public for the provision of similar services. Upon CITY's request, Contractor shall advise CITY of the approximate workload of its existing and new clients and the possibility of any conflicts of interest that may arise.

**C. ASSIGNMENT**

Contractor shall not assign any interest in this contract, and shall not transfer any such interest to any third party, without CITY's prior written consent. Any subcontract entered into by Contractor, for work covered by this agreement, shall require prior approval by CITY.

**D. DISCLOSURE**

Contractor agrees to keep confidential any information obtained by Contractor, or its employees, or any person under its control in the course of the services performed under this contract, and to refrain from publishing or revealing any information acquired by Contractor in the course of these services, without the written consent of CITY.

**Any knowledge or information acquired or provided by the Contractor to CITY related to services performed under this contract shall not be considered confidential or proprietary unless such designation is approved, in writing, by CITY's City Administrator.**

**However, regardless of the designation of information provided by the Contractor, CITY does not waive attorney-client privilege or similar protections afforded by law.**

#### E. DISPUTES

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon the filing of a legal action by the aggrieved party. During the pendency of any dispute, Contractor shall proceed diligently with the performance of this contract. It is further agreed by Contractor that litigation shall be limited and confined exclusively to the appropriate state court located within the State of Washington. **Venue shall be in Skamania County unless otherwise agreed to by CITY.** This contract shall be governed in accordance with the laws of the State of Washington.

#### F. NONWAIVER

The failure of CITY to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

#### G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

During this contract, and for six (6) years thereafter, CITY shall have the right to inspect Contractor's records pertaining to this contract and to perform an audit in accordance with generally accepted audit standards. The Contractor shall make these records available without charge to CITY. Contractor agrees to either provide CITY with a copy of all records relating to the contract, or to retain such records for the applicable public records retention period and promptly provide them to CITY in order to fulfill any public records requests submitted during the retention period. Failure to promptly provide said records shall constitute a default of this agreement and entitle CITY to attorney fees and costs to recover the records, plus require Contractor to indemnify CITY against any statutory penalties for failure to promptly comply with a lawful public records request.

#### H. WORK PRODUCT

All "Work Product," which shall contain, without limitation, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of CITY. Contractor does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to CITY. CITY's rights to the Work Product shall survive termination of this contract.

I. INSURANCE - HOLD HARMLESS

Contractor shall procure and maintain, during the life of this contract, the insurance policies and associated limits listed below to protect it, and any subcontractor performing work under this contract, from claims for damages from personal injury, including death resulting therefrom, as well as from claims for property damage which may arise under this contract, whether such work is performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Upon demand, Contractor shall provide CITY with copies of all applicable insurance policies.

General Liability	\$1,000,000 per claim/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Worker’s Compensation	\$1,000,000
Professional Liability	\$1,000,000 per claim

CITY and Contractor (“Party” or ”Parties”) hereby agree to indemnify and hold harmless the other Party, its appointed and elective officers, and its employees, from and against any and all suits, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, as may be caused by the negligence or willful misconduct of the indemnitee, its agents or employees, (or anyone directly or indirectly employed or engaged by the indemnitee, including subcontractors) to perform or observe any term or condition of this contract, or for any act or inaction of the indemnitee in connection with or incident to the work covered by this contract. It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to that Party’s negligence.

In any and all claims against CITY by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability acts, or other employee benefits acts, AND THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

J. WARRANTY

Contractor agrees that services performed as specified in Exhibit "A" shall be performed in a manner consistent with the highest professional standards and industry practices acceptable in the trade.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or

unenforceable provisions were omitted.

#### L. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

#### M. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, and to the fullest extent permitted by law, neither CITY nor Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this contract.

#### N. ENTIRE AGREEMENT

Contractor and CITY understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This contract shall not be modified or amended, except in writing, signed by both parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Vancouver, Washington, this 9<sup>th</sup> day of December 2020.

CITY OF STEVENSON

By: \_\_\_\_\_  
\_\_\_\_\_, its Mayor

Approved as to form

\_\_\_\_\_  
Kenneth B Woodrich,  
City Attorney

CONTRACTOR

By: James Maul

James Maul  
Principal Hydrogeologist  
Name & Title

109 East 13th Street  
Vancouver, WA 98660

Mailing Address

360-694-2691  
Telephone Number

91-1730412  
Federal Tax ID Number

601-723-614  
UBI#

**SCOPE OF WORK – EXHIBIT A**

(Describe scope of services or attach proposal)



MFA WORK ORDER AUTHORIZATION

Between MFA and City of Stevenson (Client).

Signing of this Authorization by MFA and Client authorizes MFA to complete the Work as described below under the attached Professional Service Contract and Schedule of Charges.

MFA Project No.: 1769.02.01

Work Order No.: 01

Project Name: Columbia Avenue Integrated Planning Grant Application

Project Location: Stevenson, WA

SCOPE OF WORK: MFA will perform the Work indicated below.

Prepare Integrated Planning Grant Application

MFA will prepare the required materials for Washington State Department of Ecology's Integrated Planning Grant Application. The grant will focus on the Columbia Avenue Realignment project area. The grant materials will include:

- Summary of environmental concerns
• narrative responses to the grant scoring criteria
• proposed scope of work
• proposed budget

The Client will have the opportunity to review and provide comment on the draft grant application.

Assumptions

The Client will assist with compiling supplemental materials such as letters of support from other agencies, if needed.

SCHEDULE OF WORK:

MFA will begin work within 14 days of receiving authorization to proceed. This proposal is valid for 30 days.

ESTIMATED COST OF WORK:

The cost to complete the scope of work is \$3,000. This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 9th day of December.

By Maul Foster & Alongi, Inc.:

By City of Stevenson:

Handwritten signature of James Maul

Signature

James Maul

Printed Name

Principal Hydrogeologist

Title

Signature

Printed Name

Title

**PAYMENT FOR SERVICES & EXPENSE REIMBURSEMENT – EXHIBIT B**

(Describe contract amount and terms, or attached proposal. Ensure payment terms are net 30 days or greater)





## SCHEDULE OF CHARGES

### PERSONNEL CHARGES

Principal .....	\$190 – 250/hour
Senior .....	\$140 – 190/hour
Project .....	\$135 – 160/hour
Staff .....	\$115 – 130/hour
Analyst .....	\$120 – 140/hour
Technician/Design .....	\$100 – 125/hour
Administrative Support .....	\$90 – 110/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

### OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

### SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

**DIRECT CHARGES**

Vehicle per mile .....\$0.75

**COMPUTER CHARGES**

CADD, ArcGIS, Tableau, Alteryx.....\$20.00/hour  
EQuIS, EVS, Modeling Applications.....\$30.00/hour

**FIELD EQUIPMENT**

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

**DOCUMENT PRODUCTION**

The rates for document production are set forth in the Document Production Rate Schedule.

**RATE CHANGES**

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

**BILLING AND PAYMENT**

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.



**SUPPLEMENTAL AGREEMENT NO. 2**

This Supplemental Agreement modifies the Professional Services Agreement (AGREEMENT) between Wallis Engineering (ENGINEER) and City of Stevenson (OWNER) signed December 19, 2019, for a PROJECT known as Development Engineering Services.

The following modifications are made to the AGREEMENT and all other terms and conditions remain unchanged:

**EFFECTIVE DATE AND DURATION**

Contract term shall be extended thru June 30, 2021

**COMPENSATION**

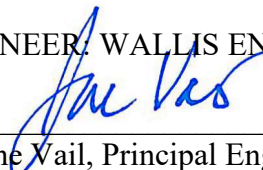
The total amount of compensation is increased from \$23,500 to \$43,500

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For OWNER: CITY OF STEVENSON

By: \_\_\_\_\_  
Scott Anderson, Mayor  
City of Stevenson  
7121 E Loop Rd  
Stevenson, WA 98648

For ENGINEER: WALLIS ENGINEERING

By: \_\_\_\_\_  
  
Jane Vail, Principal Engineer  
Wallis Engineering, PLLC  
215 W. 4<sup>th</sup> Street, Suite 200  
Vancouver, Washington 98660



## RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147	\$147
Senior Engineer	\$200	\$200
Engineering Manager I - VI	\$172	\$197
Project Engineer I - IX	\$119	\$167
Staff Engineer I - IV	\$99	\$117
Engineering Intern I - III	\$61	\$68
Designer	\$116	\$140
Landscape Architect	\$150	\$150
Construction Manager	\$130	\$130
Inspector	\$91	\$107
Technician I-IV	\$80	\$118
Administrative I – VI	\$48	\$108

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

RECEIVED

NOV 23 2020

### Petition for Vacation of a City Road

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

IN THE MATTER OF THE PETITION OF

Patricia and Gerald Doble	313 and 521 NW Iman Cemetery Road, Stevenson, WA 98648	(503)226-2300
(name)	(Mailing address)	(Day phone)

and others for the Vacation of

Iman Cemetery Road (north of First Falls View Road)

(Road Name or Number)

TO THE CITY COUNCIL OF STEVENSON, WASHINGTON

We, the undersigned property owners within the City of Stevenson, State of Washington do petition that the following described City Road be vacated:

(FILL IN EXACT LEGAL DESCRIPTIONS OF PORTION OF ROAD TO BE VACATED)

A tract of land lying in Iman Rock Creek Tracts in Southeast 1/4 of Section 35, Township 3 North, Range 7 East, Willamette Meridian, City of Stevenson, Skamania County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Lot 10, said Iman Rock Creek Tracts; thence on the Westerly extension of the Southerly line of said Lot 10, South 70°40'00" West 51.19 feet to the intersection with the Easterly line of Lot 9, said Iman Rock Creek Tracts; thence on said Easterly line, North 06°58'00" West 115.07 feet, more or less, to the intersection with the centerline of Rock Creek as described in Book Z, Page 439, Deed of Records of Skamania County; thence on said centerline, North 42°03'40" East 66.22 feet to the Northwest corner of said said Lot 10; thence on the Westerly line of said Lot 10, South 06°58'00" East 147.53 feet to the point of beginning.

Contains 6,565 square feet (0.151 acre), more or less.

\_\_\_\_\_, the whole distance being about \_\_\_\_\_ miles.

**The road to be vacated provides no access to a body of water:** Initials:

*N/A: The road to be vacated provides access to Rock Creek.*

City:

*N/A - see note*

Applicant:

*YD*

Your petitioners respectfully represent and allege that the road is useless as a part of the general road system and the public will be benefited by its vacation, and that all of your petitioners are property owners abutting said road; wherefore your petitioners request the vacation of said road, as provided by law. Applicants acknowledge City may retain an easement in vacated property for utilities and access.

PETITIONER'S SIGNATURES  
**Print Name legibly below signature**

LEGAL DESCRIPTION OF PETITIONERS' PROPERTY\*  
 (Not Street Address)  
 Legal description may be obtained from tax statement, deed, or title policy.

<i>Patricia Doble</i>	
Patricia and Gerald Doble (Parcel 03073623020000)	LOTS 10 & 11 IMAN ROCK CREEK BK A/PG 118
Patricia and Gerald Doble(Parcel 03073514050000)	LOTS 8 & 9 IMAN ROCK CREEK TRACTS BK A/PG 118
<i>Gerald Doble (deed)</i>	

\* Use more than one line if necessary. If additional space is required for descriptions, use supplemental sheet.

RCW 35.79.010

Petition by owners — Fixing time for hearing.

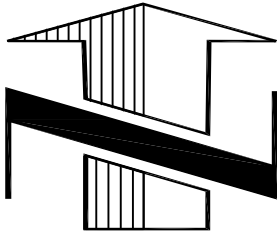
The owners of an interest in any real estate abutting upon any street or alley who may desire to vacate the street or alley, or any part thereof, may petition the legislative authority to make vacation, giving a description of the property to be vacated, or the legislative authority may itself initiate by resolution such vacation procedure. The petition or resolution shall be filed with the city or town clerk, and, if the petition is signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated, legislative authority by resolution shall fix a time when the petition will be heard and determined by such authority or a committee thereof, which time shall not be more than sixty days nor less than twenty days after the date of the passage of such resolution.

**REFERENCES :**

PLAT OF IMAN ROCK CREEK TRACTS  
 BY CLARK ELDRIDGE, P.E. SEPT. 1963,  
 VOL. "A" OF PLATS, PAGE 118.

**NOTES :**

BEARINGS BASED ON PLAT OF  
 IMAN ROCK CREEK TRACTS.

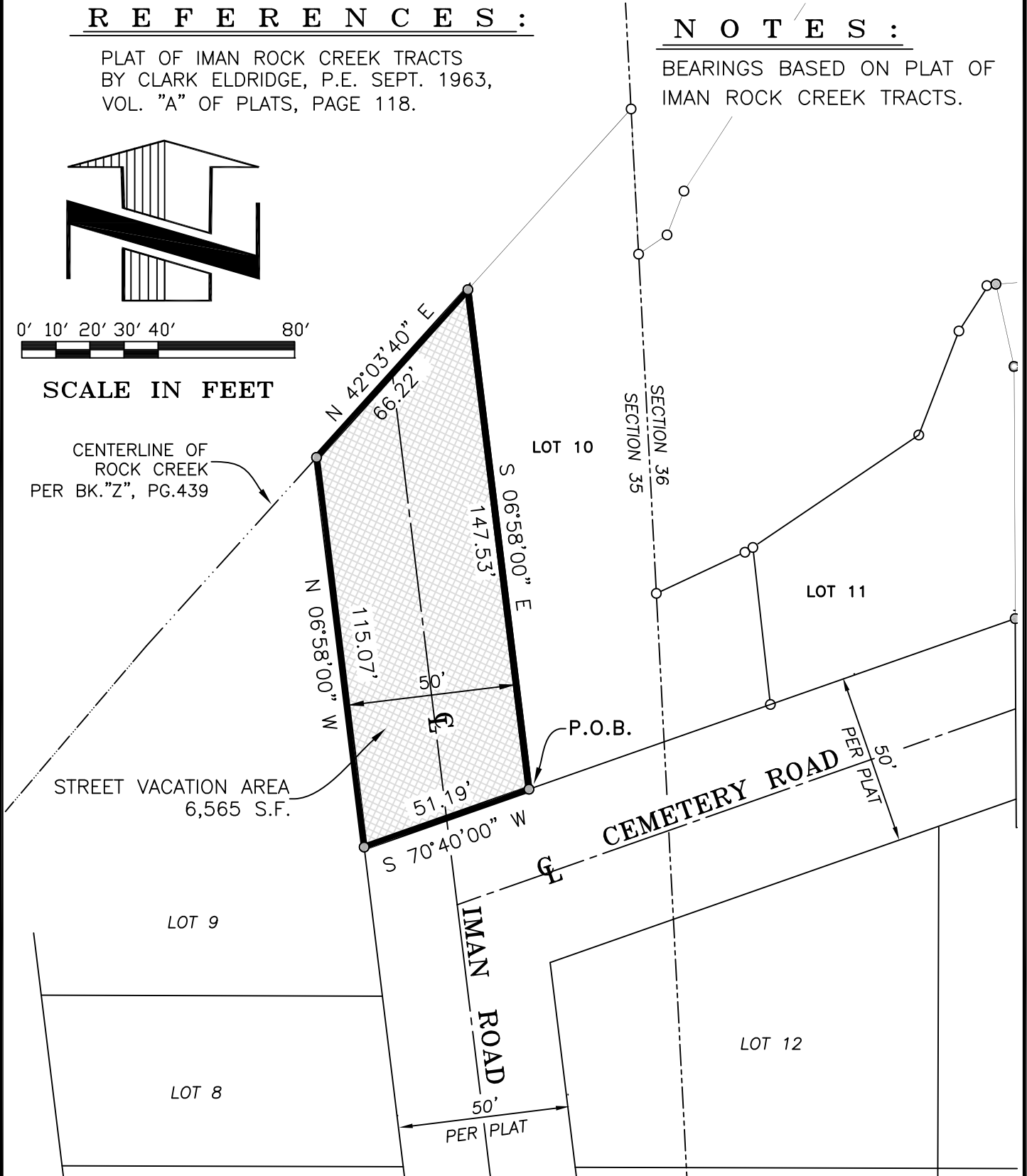


0' 10' 20' 30' 40' 80'

**SCALE IN FEET**

CENTERLINE OF  
 ROCK CREEK  
 PER BK."Z", PG.439

STREET VACATION AREA  
 6,565 S.F.



Survey T.E.C.	Calc. B.B.B.	App. B.B.B.	Dwg. No. 15901.EX.DWG	Work Order No. 15901	Drawn S.D.H.	Date 11/10/2020	Scale 1"=40'	Sheet 1 of 1
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**TENNESON ENGINEERING CORP.**  
 CONSULTING ENGINEERS  
 3775 CRATES WAY  
 THE DALLES, OREGON 97058  
 PH. 541-296-9177 FAX 541-296-6657

**EXHIBIT MAP OF STREET VACATION**  
 FOR PAT AND JERRY DOBLIE  
 IMAN ROCK CREEK TRACTS  
 IN SECTION 35, TOWNSHIP 3 N., RANGE 7 E. W.M.  
 CITY OF STEVENSON, SKAMANIA COUNTY, WASHINGTON

**RESOLUTION NO. 2020-374**

**A RESOLUTION OF THE CITY OF STEVENSON  
FIXING PUBLIC HEARING FOR IMAN CEMETERY ROAD VACATION**

**WHEREAS**, on November 23, 2020, Stevenson resident Patricia Doble submitted a Petition for Vacation of City Road/Easement, pursuant to RCW 35.79.010, seeking the vacation of a section of city road and easement known as “Iman Cemetery Road”;

**WHEREAS**, the Petition included the names and signatures of all adjoining property owners along the road sought to be vacated;

**WHEREAS**, RCW 35.79.010 provides that upon receipt of a Petition for road vacation property signed by at least two-thirds of the property owners abutting the road, the council shall fix a public hearing not fewer than twenty nor more than sixty days after the date the resolution is passed; and

**WHEREAS**, the Petition contains the requisite number of signatures of abutting property owners and the council shall now resolve to fix a public hearing to determine whether to vacate a section of No Name Road as requested in the Petition.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, DOES  
RESOLVE AS FOLLOWS:**

Section 1. The City Council for the City of Stevenson hereby fixes a public hearing for January 21, 2020 at City Hall, 7121 E. Loop Rd, Stevenson, WA 98648 if allowed, via phone at 346-248-7799, 669-900-6833, 253-215-8782, 312-626-6799, 929-205-6099 or 301-715-8592 webinar ID 834 6807 5641 and online via Zoom at <https://us02web.zoom.us/j/83468075641>, to be heard by the full council.

Section 2. The City Administrator shall give twenty days' notice of the pendency of the petition by a written notice, in the form attached hereto as Exhibit “A”, posted in three of the most public places in the city or town and a like notice in a conspicuous place on the street or alley sought to be vacated. The said notice shall contain a statement that a petition has been filed to vacate the street or alley described in the notice, together with a statement of the time and place fixed for the hearing of the petition. The City Administrator shall further cause notice of this public hearing to be published in the *Skamania County Pioneer* not fewer than twenty days prior to the public hearing.

Passed by the City Council this 10<sup>th</sup> day of December, 2020.

\_\_\_\_\_  
Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leana Kinley, City Clerk

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



EXHIBIT "A"

**NOTICE OF PUBLIC HEARING ON ROAD VACATION**

To all property owners and interested parties concerning the vacation of a section of the city road known as "Iman Cemetery Road"

NOTICE IS HEREBY GIVEN the City Administrator has received a Petition for Vacation of a City Road/Easement seeking council action to vacate a section of city street known as "Iman Cemetery Road". The road is described by the Petitioner as follows:

"A tract of land lying in Iman Rock Creek Tracts in the Southeast 1/4 of Section 35, Township 3 North, Range 7 East, Willamette Meridian, City of Stevenson, Skamania County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of Lot 10, said Iman Rock Creek Tracts; thence on the Westerly extension of the Southerly line of said Lot 10, South 70°40'00" West 51.19 feet to the intersection with the Easterly line of Lot 9, said Iman Rock Creek Tracts; thence on said Easterly line, North 06°58'00" West 115.07 feet, more or less, to the intersection with the centerline of Rock Creek as described in Book Z, Page 439, Deed Records of Skamania County; thence on said centerline, North 42°03'40" East 66.22 feet to the Northwest corner of said Lot 10; thence on the Westerly line of said Lot 10, South 06°58'00" East 147.53 feet to the point of beginning.

Contains 6,565 square feet (0.151 acre), more or less."

The City Council has fixed the time and place for this hearing for January 21, 2020 at City Hall, 7121 E. Loop Rd, Stevenson, WA 98648 if allowed, via phone at 346-248-7799, 669-900-6833, 253-215-8782, 312-626-6799, 929-205-6099 or 301-715-8592 webinar ID 834 6807 5641 and online via Zoom at <https://us02web.zoom.us/j/83468075641>, to be heard by the full council.

Written statements in favor of or in opposition to vacation of the public road must be mailed or delivered to the City Administrator, Leana Kinley, at PO Box 371, 7121 E. Loop Rd, Stevenson, WA 98648 or emailed to [leana@ci.stevenson.wa.us](mailto:leana@ci.stevenson.wa.us) and received not later than 12:00 p.m. on January 21, 2020 to be considered by the Council. Any interested person may appear in person at the scheduled hearing, details listed above, and speak.

## 2021 APPOINTMENTS

MAYOR PRO TEM: Robert Muth

PLANNING COMMISSION (6 Year Terms)

Position No. 1	Valerie Hoy-Rhodehamel	2023
Position No. 2	Davey Ray	2023
Position No. 3	Mike Beck	2021
Position No. 4	Auguste Zettler	2021
Position No. 5	Jeff Breckel	2023

BOARD OF ADJUSTMENTS (3 Year Terms)

(Ensures that the City's land use and development regulations are applied in a fair and consistent manner by hearing and deciding appeals of administrative actions made pursuant to the City's land use and development regulations and by hearing and deciding variance proposals for projects within the City)

Brian Riffel	12/21
Dan McGill	12/22
Marilyn Butler	12/22
Mary Repar	12/21
Bradlee Seehafer	12/22

BOARD OF APPEALS (1 Year Terms)

(Hears appeals related to action taken by the building official under provisions of the constructions codes).

Jason Ledesma	12/21
Jim Joseph	12/21
Pat Price	12/21
Mark Peterson	12/21
Martin Hecht	12/21

EX-OFFICIO PLANNING COMMISSION

*(non-voting position, except Mayor does legally authorize this appointment to have the power to vote for quorum issues as discussed by ordinance and outlined in RCW).*

Paul Spencer, with David Bennett as alternate.

### **COUNCIL & STAFF COMMITTEE/BOARD APPOINTMENTS**

The following organizations need representatives from the City to serve on their respective boards.

CITY OF STEVENSON FIRE DEPARTMENT

- Meets locally every Monday at the fire hall at 7:00 PM.
- Fire Chief Rob Farris (elected by the fire department members)
- City Staff contact – Gordon Rosander (fire department volunteer, asst to Chief)

CITY OF STEVENSON VOLUNTEER FIREMEN'S BOARD

- Meets on an as needed basis locally; membership set by RCW.
- Established to deal with accident claims.
- Mayor (Scott Anderson), Fire Chief (Rob Farris), City Administrator (Leana Kinley) and Councilmember Amy Weissfeld currently serving.

EMERGENCY SERVICE COMPENSATION BOARD

- By statute the Mayor and one council member must serve.
- Meets on an as-needed basis to deal with claims. (Has never met).
- Mayor Scott Anderson and Councilmember Robert Muth currently serving.

#### SKAMANIA COUNTY EMERGENCY MANAGEMENT VOLUNTEER ORGANIZATION

- Meets bimonthly in the evenings.
- Coordinates various emergency management groups.
- Fire Chief Rob Farris currently serving with Gordon Rosander as alternate.

#### MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

- Meetings quarterly on various days of the month at 4:00 PM. Typically, meetings take place on the third Thursday of the month, conflicting with Stevenson council meetings.
- Appointment is joint with the City of North Bonneville for two-year terms that expire even numbered years.
- Deals with regional economic development, approves loans to small businesses, and deals with Federal Economic Development Administration.
- Stevenson City Administrator Leana Kinley currently appointed.

#### SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

- Meets monthly at 8:30 A.M. on 2<sup>nd</sup> Thursday of the month in Stevenson.
- Twelve-member board with rotating appointments of 2 years.
- The EDC's mission is to coordinate agencies dealing with business and industrial development and actively recruit new industry and business into the community.
- Amy Weissfeld serving for 2019/2020 with Paul Hendricks as alternate.

#### STEVENSON BUSINESS ASSOCIATION

- Meets the first Tuesday of the month @ 8:00 am @ the Chamber Office.
- Coordinates businesses, updates retail businesses, sponsors trainings, develops tourism promotional material, sponsors festivals & events.
- Leana Kinley currently serving.

#### STEVENSON DOWNTOWN ASSOCIATION

- Meets the second Tuesday of the month @ 6:00 pm @ the Chamber Office.
- Works to create a vibrant downtown with a focus on economic and community prosperity, historic preservation and connection to the Columbia River waterfront.
- Scott Anderson currently serving.

#### SKAMANIA COUNTY CHAMBER OF COMMERCE

- Meets every 1<sup>st</sup> Thursday at 11:30 AM in Stevenson. Lunch is provided. Includes a four-hour Board Retreat in the fall.
- Coordinates the promotion of tourism within the County.
- Paul Hendricks currently serving.

#### SKAMANIA COUNTY FAIR BOARD

- Meets on the second Wednesday of the month @ 7:00 pm. at Rock Creek Center.
- Coordinates and sponsors county fair.
- 2-year appointments.
- serving for 2019/2020

#### SOUTHWEST WASHINGTON CLEAN AIR AGENCY

- Afternoon meetings on the first Tuesday (@3:00 pm) of each month in Vancouver.
- Deals with enforcement & implementation of Clean Air Act.
- Annual joint appointments from City of North Bonneville and Stevenson.
- Ben Shumaker currently serving.

#### SKAMANIA COUNTY SOLID WASTE ADVISORY BOARD

- Meets on as needed basis (~two times per year) at noon during the day.
- Appointments are annual.
- Deals with solid waste and garbage related nuisance issues.
- Karl Russell serving for 2020.

#### SKAMANIA COUNTY REGIONAL TRANSPORTATION BOARD

- Meets during the afternoon of the 1<sup>st</sup> Wednesday of each month.
- Deals with the coordination of transportation planning regionally and reviews some Federal funding disbursements.
- Ben Shumaker currently serving with Karl Russell as alternate.

#### SKAMANIA COUNTY LAW AND JUSTICE COUNCIL

- Mandated committee to establish a law and justice plan for the Skamania County community. Board membership is statutorily set.
- Appointment is annual, representing both city's courts
- Meets as needed, during the day.
- Leana Kinley currently representing the Cities.

#### SKAMANIA COUNTY DISABILITIES BOARD

- Meets locally on an as-need basis.
- Joint City appointment with City of North Bonneville
- Responsible for reviewing injury claims that are job related.
- Deanna Adams North Bonneville representative currently serving.

#### KLICKITAT-SKAMANIA UTILITIES COORDINATING COUNCIL

- Meets every other month in White Salmon during the day.
- Responsible for coordinating underground utilities.
- Karl Russell currently serving.

#### COMMUNITY ACTION TEAM

- Meets on a quarterly basis.
- Sets priorities for community development projects for statewide grant prioritization.
- Leana Kinley currently serving with Amy Weissfeld as Alternate.

#### SKAMANIA COUNTY BOUNDARY REVIEW BOARD

- Meets on an as needed basis.
- Debi Van Camp serves as staff person.
- Mary Repar appointed for 2017-2020

#### TOURISM ADVISORY COMMITTEE

This committee meets at least once a year to recommend Hotel/Motel awards to City Council. Membership is set by RCW and must have two members who pay the motel/hotel tax and two members who receive funding from the tourism tax.

- Skamania Chamber Director (Angie Waiss)
- Funding Recipient Representative (Tabatha Wiggins-Walking Man Brewing)
- Skamania Lodge (Ken Daugherty)
- Columbia Riverside Lodge (Angus Ruck)
- Council Member (Amy Weissfeld)
- City Administrator (Leana Kinley)

#### BROADBAND ADVISORY COMMITTEE (New committee established for 2016)

- Will meet on a quarterly basis.
- Scott Anderson has volunteered to be part of this committee.
- Council established committee with Scott Anderson, Paul Hendricks, Mary Repar, and one service provider representative.

#### SKAMANIA COUNTY HOMELESS COUNCIL

- Meets monthly on the Third Wednesday at 1pm in the Hegewald Center.
- Matthew Knudsen currently serving

*Ad Hoc and Temporary Committees Appointments are on the following page.*

## AD HOC & TEMPORARY COMMITTEE APPOINTMENTS

(These are short term, special focus committees that will terminate with project completion.)

STEVENSON PUBLIC ART COMMITTEE (Functions as needed – whenever funding for projects becomes available)

- Marilyn Bolles
- Bill Yee
- Mark McCormick
- Mara Reynolds
- Pat Hood
- Laura Buchan
- Leana Kinley
- Amy Weissfeld

WATER INVENTORY RESOURCE INVENTORY AREA (WRIA)

This committee was created as part of a state water plan update. Stevenson is in section #29A. The other representatives on this committee consist of Skamania County, Skamania PUD and the Yakama Nation. Stevenson is on the committee as the largest city in the county. It meets as needed to assist with policy updates or to support a specific project.

- Ben Shumaker
- Leana Kinley (alt)

SWIM TEAM

The SWIM (Stevenson Wellness Improvement & Maintenance) team consists of 3 members: one rotational and two permanent. In addition, a Councilmember will be appointed by City Council and the City Administrator will serve as an ex officio member.

	No expiration
Ben Shumaker	No expiration
	2019 & 2020 (2-year term for the rotational member)
Leana Kinley (ex officio)	No expiration
Robert Muth	2021 (Appointed annually by City Council)

Shoreline Local Advisory Committee – Ad Hoc

Ben Shumaker, Gerald Doblé, Eran & Gloria Howell, Joe Birkenfeld, Brian Birkenfeld, Bernard Versari (Kristi Versari alt), Tim Todd, Ken Wieman, Paul Hendricks, Planning Commission, Mary Repar, Pat Albaugh

STEVENSON CARSON SCHOOL DISTRICT LONG RANGE FACILITY PLANNING COMMITTEE

This committee meets from 6:30-8:30 pm on Tuesdays throughout the year depending on project status. More information on agendas and schedules can be found on the school district website.

- Ben Shumaker currently representing the City.



# City of Stevenson

Leana Kinley, City Administrator

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

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

To: City Council  
From: Leana Kinley, City Administrator  
RE: Social Media Conduct  
Meeting Date: December 10, 2020

## **Executive Summary:**

On November 17<sup>th</sup>, the Sheriff Brown posted a statement regarding enforcement of the mask mandate as it relates to private gatherings in homes on the Skamania County Sheriff's Office Facebook page. There have been over 1,000 comments, reactions and shares. Some comments from councilmember Matthew Knudsen resulted in multiple calls to City Hall and emails to council regarding his conduct. During the November 19<sup>th</sup> council meeting, councilmember Knudsen also commented on the city's live YouTube broadcast of the meeting. Councilmember Annie McHale requested the topic of social media conduct be discussed at the December 10<sup>th</sup> council meeting.

## **Overview:**

The first issue of a councilmember's comments from their private Facebook account is a matter of First Amendment rights to freedom of speech. There are avenues for ethics violations, financial complaints, or recall of an elected official (RCW [29A.56.110](#)-270). There are no avenues for other types of complaints regarding elected officials even if they are against city policy, outside of voter choice during elections. Attached is the AWC publication, "Guidelines for elected and appointed officials using social media."

The city's personnel policy addresses the matter related to conduct, however the consequences outlined are not applicable to elected officials. There is no progressive discipline process and ultimately an elected official cannot be fired purely for violation of the city's personnel policy. The sections specific to conduct are below and a copy of the city's social media and internet policies are attached.

### **2.4 ANTI-HARASSMENT POLICY**

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-workers or to members of the public. Employees are expected to show respect to each other and the public at all times, despite individual differences.

Harassment is defined as a verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, political ideology, age, or disability.

### **9.1 GENERAL CODE OF CONDUCT**

It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful.

### 10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore provided for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The following specified conduct is illustrative and not comprehensive.

17. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the city or our employees, on or off premises.
19. Rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.

The second issue of posting or commenting on social media while a council meeting is in session may be dealt with through policy adoption. The attached article from MRSC, "Use of Electronic Devices During Council/Commission Meetings," identifies the issues with the practice and provides examples of policies adopted in other agencies which address the matter.

These issues are taking up valuable staff and council time when there are higher priority problems needing attention. As discussed at previous meetings, the inability to meet in-person and ongoing stress related to the COVID-19 pandemic may be contributing to these issues. An additional suggestion is to hold a facilitated council retreat in-person with appropriate safety measures in place.

#### **Action Needed:**

- Direction on updates to policy as discussed.
- Direction to secure a facilitator and schedule an in-person council retreat.
- Or no action.



## Guidelines for elected and appointed officials using social media

Social media is a tool growing in popularity for developing direct communications with your community and creating informal opportunities to reach out beyond official publications. City policies should cover the “official” city account, employee use of social media inside and outside of work, and elected official use of social media.

The extent to which a jurisdiction or individual uses social media varies. Before engaging you should assess your risk tolerance and make sure certain laws – such as the Public Records Act and Open Public Meetings Act – are followed.

### A few clarifying definitions...

Social media can include websites and applications that enable users to create and share content or to participate in social networking.

A social platform is a web-based technology that enables the development, deployment and management of social media solutions and services.

A third-party system is any system maintained by another entity. This could include Twitter, Facebook, Wordpress, Google, phone carriers, and more.

### Know when social media is a public record

A recent court decision (*Nissen v. Pierce County*) case outlined a test for when a document on a third-party system is created within the “scope of employment” and is a public record. Scope of employment may include elected officials acting within their capacity as a mayor or councilmember. This includes when an employee or elected official is:

- Required by the job duties *or*
- Directed by the employer *or*
- In furtherance of the employer’s interests

Retention of documents, including social media, is based on the content and not the platform. City policy should consider retention and adopt a process outlining responsibilities.

### Make a clear distinction between official accounts, campaign accounts, and personal accounts

One way elected officials and staff can clearly distinguish private social media accounts is by adding disclaimers on election and personal accounts, and not using the account for city business. *City-sponsored accounts may not be used for campaign-related purposes.*

To keep a personal account from becoming subject to public records, consider some basic precautions.

Do:

- Post a disclaimer on your personal account that identifies the account purpose and that the opinions you express are your own.
- Limit the account content to personal use.
- Understand and use privacy settings to manage the account.
- Have a plan in place to respond to or forward city-related comments to the city, including how the record is retained.

Don’t:

- Don’t write posts on personal accounts that would fit within the scope of employment.
- Don’t discuss your private accounts in public meetings or documents.
- Don’t link to your private accounts from an official city account.
- Don’t use city devices to maintain your private account.

### First amendment and employment rights

City policies should strike an appropriate balance between privacy, liability, and public records concerns. Employees have first amendment and employment rights that need to be balanced against impacts to the image and liability of the city. City policies should provide clear guidance on use of official accounts and advice for keeping clear distinctions between official and personal accounts. (See precautions noted above.)



## Develop and follow your city policy

City council policies should address situations that apply to council members and their unique needs. Specifically, council policies should address open public meetings implications, the intersection with campaign rules, impacts on council decision processes, and public records and retention issues.

- Evaluate how the elected official and city will respond if an elected official's personal account receives a complaint or public records request.
- Establish a process to follow if an elected official receives a city-related question or comment on their personal account. Outline how the question or comment will be addressed, and how the record will be retained.
- Limit "friending" or "liking" by elected officials or board members subject to the Open Public Meetings Act. While court guidance is evolving, elected officials need to avoid inadvertent serial meetings that would violate the notice and public meeting requirements. Courts have found those to occur when a chain of conversations involving "action" by a quorum of the council occurs. Passive receipt of information is generally not considered to be action.
- Council may consider adopting rules that outline usage and etiquette, including use both inside and outside of meetings.

Establish procedures for approval of official city social media use that considers retention when the accounts are created.

- Establish an approval process before a city account is created.
- Define who is allowed to post.
- Outline processes related to disclosure of passwords, regular password changes, and security.
- Know how access will be provided if requested as part of a public records request.
- Research your third-party vendor's retention policy and consider investing in retention software.
- Consider limiting posts to "secondary copies" of documents that are already available on a platform that is more easily retained, such as the website.
- Consider non-city accounts or websites your city may or may not link to. Some cities avoid linking to accounts or websites they do not control.
- Address when and how accounts could be subject to search for public records, and require employees to cooperate in searches and providing affidavits.
- Prohibit activities that would be prohibited in other contexts such as: use of public resources for campaign activities; defamatory, discriminatory, or obscene language; violations of intellectual property rights; disclosure of confidential or HIPAA protected healthcare information.

## For more information

MRSC information and sample policies: [mrsc.org/Home/Explore-Topics/Management/Information-Technology/Social-Media.aspx#Wash](https://www.mrsc.org/Home/Explore-Topics/Management/Information-Technology/Social-Media.aspx#Wash)

State Archives: [www.sos.wa.gov/\\_assets/archives/RecordsManagement/Blogs-Twitter-and-Managing-Public-Records-Nov-2013.PDF](https://www.sos.wa.gov/_assets/archives/RecordsManagement/Blogs-Twitter-and-Managing-Public-Records-Nov-2013.PDF)

**CITY OF STEVENSON  
RESOLUTION NO. 2020-363  
A RESOLUTION OF THE CITY OF STEVENSON  
ADOPTING A SOCIAL MEDIA USE POLICY**

**WHEREAS**, social media sites such as Twitter, Facebook, Pinterest, LinkedIn, Instagram, Google+, among others (collectively “Social Media Sites”) are being used by a growing number of people as a way to receive up to the moment information; and


**WHEREAS**, the public seeks information about the community through Social Media Sites and Social Media Sites provide a very informative way of relaying information about emergencies, local events, proposed resolutions, ordinances and any other information available; and

**WHEREAS**, the City has created a Facebook page as part of the COVID-19 response; and


**WHEREAS**, the City Council finds the adoption of this resolution to be in the best interest of all the city.

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

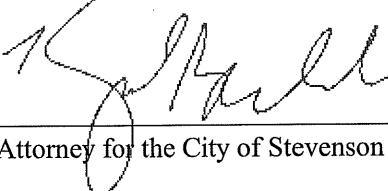
APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 18<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
Mayor of the City of Stevenson

ATTEST:

  
\_\_\_\_\_  
Clerk of the City of Stevenson

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Stevenson

## Exhibit A

### City of Stevenson Social Media Use Policy

#### **Purpose**

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City of Stevenson may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.

The City of Stevenson has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of social media.

#### **General**

1. All City of Stevenson social media sites will be subject to approval by the Mayor.
2. The City of Stevenson's website [www.ci.stevenson.wa.us](http://www.ci.stevenson.wa.us) will remain the City's primary and predominant internet presence.
  - a. The best, most appropriate City of Stevenson use of social media tools fall generally into two categories:
    - i. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
    - ii. As marketing/promotional channels which increase the City's ability to broadcast its messages to the widest possible audience.
  - b. Wherever possible, content posted to City of Stevenson social media sites will also be available on the City's main website.
  - c. Wherever possible, content posted to City of Stevenson social media sites should contain links directing users back to the City's official websites for in-depth information, forms, documents or online services necessary to conduct business with the City of Stevenson.
3. Wherever possible, all City of Stevenson social media sites shall comply with all appropriate City of Stevenson policies and standards.

#### **Public Records Act Compliance**

1. City of Stevenson social media sites are subject to State of Washington public records laws. Any content maintained in a social media format that is related to City business, such as posted communication, is a public record. The Department maintaining the site is responsible for directing any public records request for public records on social media to proper channels with the Public Records Request Officer. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request.

2. Washington state law and relevant City of Stevenson records retention schedules apply to social media formats and social media content.

### **Open Public Meetings Act Compliance**

1. Communication between Council Members via social media, as with telephone and email, may constitute a “meeting” under the Open Public Meetings Act.
2. To avoid receiving any constituent comments on quasi-judicial matters that may violate the Appearance of Fairness Doctrine, Council Members are strongly encouraged to maintain any social media accounts with settings that can restrict users’ ability to post content.

### **Content Guidelines**

3. Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for informal communication between City Staff and members of the public. City of Stevenson social media site articles and comments containing any of the following forms of content shall not be allowed:
  - a. Potentially libelous comments
  - b. Profane language or content
  - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
  - d. Obscene or racist comments
  - e. Sexual content or links to sexual content
  - f. Conduct or encouragement of illegal activity
  - g. Personal attacks, harassment, insults or threatening language
  - h. Comments not meaningfully related to the particular topic presented
  - i. Repetitive posts of the same material that disrupt normal operation of the forum
  - j. Hyperlinks to material not directly related to the discussion
  - k. Information that may compromise the safety or security of the public or public systems
  - l. Content that violates a legal ownership interest of any other party
  - m. Postings of, or requests for, other participants' personal information, such as phone number, address, financial accounts, etc.
  - n. Impersonation of someone else
  - o. Commercial messages, including advertisements and solicitations and spam
  - p. Support for or opposition to political campaigns or ballot measures

These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.

4. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.



# City of Stevenson Personnel Policy

## Appendix # A-9

### CITY OF STEVENSON INTERNET/INTRANET, PERSONAL COMPUTER, VOICE MAIL AND E-MAIL USE POLICY

#### Section 1 - Purpose

This policy shall govern access to and use of City of Stevenson equipment, telecommunications, and services for employees of the City. The intent of this policy is to provide employees the tools to perform their job tasks without infringing on the rights of others, whether they are public or employee users of the personal computers, computer network, voice mail and Internet/Intranet communications systems. This includes minimizing the risk of computer virus infections, avoiding bandwidth congestion, adhering to software license agreements, and controlling private use of government equipment. This policy addresses issues such as acceptable conduct and usage procedures by public employees when using equipment provided by the employer or provider of such services.

Network and Internet access is provided to city employees as a research and communication tool to assist in conducting City business. Employees are trusted to use good judgment in use of City owned equipment, services (both duration and frequency of use), information technology or other resources.

#### Section 2 - Affected Parties

All City employees including appointed and elected officials, quasi-employees and authorized volunteers who use City equipment, services, and information technology must comply with this policy. All users are expected to use equipment and services in a professional manner.

#### Section 3 - References

The intent of this policy is to address the following Federal and State regulations as they relate to the use of telecommunication equipment and services:

:

- The Electronics Communications Privacy Act (ECPA)
- RCW 9.73.030 Privacy Act
- RCW 40.14 Retention, Storage and Destruction of Public Records.
- RCW 42.17 Open Public Records Act
- RCW 42.30 Open Meetings Act

#### Section 4 – Definitions

Terms used for the purposes of this policy --

- 4.1 Discoverable:  
Knowledge that something such as a letter, memo, note or Email or voice mail, may exist and can be requested to be produced as part of an investigation.
- 4.2 Downloading.  
Copying software programs and/or files from a floppy disk, CD ROM disk, or an INTERNET site or from another outside source, on to a City owned computer.
- 4.3 Email:  
Refer to all Electronic Mail software applications, whether INTERNET, LAN or WAN.
- 4.4 Employee:  
Employee means an elected official, officer, employee, quasi-employee, authorized volunteer of the City, who has been elected or appointed, but does not include an independent contractor.



## City of Stevenson Personnel Policy

- 4.5 INTERNET.  
Refers to connectivity with other agencies, networks and/or services.
- 4.6 Official City Business Purposes:  
Those activities performed by an official, employee, or quasi-employee or authorized volunteer of the City, as directed by the City through his/her supervisor in order to accomplish City programs or as required by the duties of his/her position or office.
- 4.7 Posted:  
Refers to World Wide Web (WWW) sites, Email, Voice Mail, news groups or any other network location where information is shared internally or externally.
- 4.8. Public Records:  
Those documents defined in RCW 42.17.020, including the exemptions listed in RCW 42.17.310 and 42.17.315.
- 4.9 Voice Mail:  
Recorded telephone messaging system.
- 4.10 WWW.  
Refers to World Wide Web sites.

### Section 5 - Policies

#### 5.1 City Business Purposes

Use of City computers, network resources (whether LAN, WAN, Internet or Electronic Mail) and voice mail systems, shall be used for City business purposes only, as is the case with all forms of City equipment and resources, except as provided below.

##### 5.1.1 Personal Use of City Computer Equipment

Personal use of City computer equipment may be allowed under the following conditions:

The use is small scale and only done during the employees break time or before or after normal business hours of the employee's department or as an alternate means of contact with family members for scheduling changes and other needs typically allowed under the telephone policy.

The employee has made a detailed and specific request and received prior approval through their supervisor and Department Head/Elected Official for the specific use.

The use will have no impact on other departments, employees, or the public and will not cause network congestion and/or misuse of system resources.

All provisions of this policy regarding inappropriate message content (Section 5.3.4 & 5.4.4), solicitations (Section 5.5), advertising (Section 5.6), campaigning (Section 5.7), public records, and other applicable policies will govern the personal use of City equipment by an employee. Employee shall abide by all policies of appropriate behavior and usage discussed in this policy.

Expenses that would be charged to any member of the public which are incurred due to the use, will be paid to the City. These may include:

Photocopy Machines - same rate charged to the public.

Computers - Reimburse the City for any supplies used (i.e. diskettes, paper for printing) at the rate the department would charge to the public.

Facsimiles Machine - Reimburse for pages sent at same rate charged to public. Employees MAY NOT use FAX machines to send messages to a long distance telephone number unless the call is



# City of Stevenson Personnel Policy

charged to the employee's telephone credit card. Reimburse for pages received to cover cost of supplies.

## 5.2 Computer Viruses

When there is a clear business reason for downloading software and/or files from outside sources, the appropriate anti-virus detection program(s) will be used to prevent infection. Use of the Internet risks exposure to viruses that can cause serious problems if downloaded from the Internet.

## 5.3 Electronic Mail (Email)

### 5.3.1 Disclosure

Electronic Mail (Email is NOT private and may be subject to the Public Disclosure Act, RCW 42.17).

All Email messages, (whether created or received) may be considered "public records" pursuant to the Public Disclosure Act, "if they relate to the conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine most "public records." If Email is used, the user is responsible to comply with the Public Disclosure Act.

Email shall not be used to send confidential information. Email is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

5.3.2 Requests for Copies of Electronic Mail (Email) Information Request for Email messages, calendars, or records will be treated like any other "public record" in the possession of the City. Email contents may be subject to subpoena in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting Email messages from a computer does not guarantee it has been erased from the system. Employees should use good judgment when creating Email and always assume that it is discoverable. The City reserves the right to retrieve and/or review Email messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

### 5.3.3 Retention of Electronic Mail (Email)

Each user is responsible to maintain "public records" as required by law. Messages that may be needed beyond 30 days or that are considered "public records", shall be copied or moved to another storage location. Email messages that contain information that could be considered "public records" under RCW Chapter 42.17, must be printed and included in the subject file, or be retained as word processing documents, by the employee controlling the message.

### 5.3.4 Inappropriate Electronic Mail (Email) Message Content

City network users will refrain from the posting of any materials, which violate federal or State laws and/or City Personnel Policies and/or resolutions. All issues raised in the city's Personnel Policy are applicable. These shall include, but are not limited to, those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from any posting or transmittal of materials containing obscene, pornographic or profane materials of any kind, including jokes, cartoons, photographs or any other text based or digitized images. Generally, the same policies of appropriate behavior apply in network usage, as apply in the workplace.

## 5.4 Voice Mail (If Applicable)

### 5.4.1 Disclosure

Voice Mail messages are NOT private. All voice mail messages, (whether created or received) may be considered to be "public records" pursuant to the Public Disclosure Act, RCW 42.17, "if they relate to the



# City of Stevenson Personnel Policy

conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine "public records." If Voice Mail is used, the user is responsible to comply with the Public Disclosure Act.

Voice mail shall not be used to send confidential information. Voice mail is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

## 5.4.2 Requests for Copies of Voice Mail Information

Request for voice mail messages or records will be treated like any other "public record" in the possession of the City. Voice mail contents may be subject to subpoena in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting voice mail messages from the telephone system does not guarantee it has been erased. Employees should use good judgment when creating voice mail messages and always assume that it is discoverable. The City reserves the right to retrieve and/or review voice mail messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

## 5.4.3 Retention of Voice Mail Messages

Each user is responsible to maintain "public records" as required by law. Any messages that may be needed shall be copied or moved to another storage location. Voice mail messages that contain information that could be considered "public records" under RCW Chapter 42.17, shall be saved to a computer disk and retained as a word processing document.

## 5.4.4 Inappropriate Voice Mail Message Content

City voice mail users will refrain from leaving messages which violate federal or State laws and/or City Personnel Policies and/or resolutions. These shall include but not be limited to those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from leaving any message containing obscene, pornographic or profane information of any kind including jokes. Generally, the same policies of appropriate behavior apply in voice mail usage, as apply in the workplace.

## **5.5 Solicitations**

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email, or Voice Mail which constitutes a solicitation of any type (i.e. religious, political, personal gain, or in support of illegal activities.)

## **5.6 Advertising**

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email or Voice Mail, which may enter the realm of commercial advertising. When government supplies legislative or other public interest information on the Internet, there is little danger of advertising liability arising from the posting.

## **5.7 Campaigning**

Employees must make certain that information provided about elected officials does not cross the line into campaign advertising. LAN, WAN, Internet and telephone system access are established with taxpayer money and there is a risk of violation of laws when elected officials become the centerpiece of information.

## **5.8 Personal Security**





# City of Stevenson Personnel Policy

Employees should keep personal log-ons and passwords confidential and change passwords on a regular basis as needed. Failure to adhere to this policy jeopardizes network security and puts users at risk of potential misuse of the system by other individuals. Network users may be held responsible for all actions taken using their personal network access permissions.

## **5.9 Limitations on Entry into the City Computer Network**

### 5.9.1 Access to Internet and/or Email Services

Access to Internet and/or Email Services will be coordinated through the City Administrator. This includes the use of independent dial-up Internet Service Providers (ISP's) and dial-up Email services.

### 5.9.2 Access to Information on the City's Computer Network

Access to information contained on the City's computer network shall be based on a need to know and a determination from the appropriate department head.

### 5.9.3 Access to Information on Personal Computer Hard Drives

Information stored on the hard drive of a computer may contain discloseable information, it may contain exempt information, it may contain NON-GOVERNMENTAL information, and it may also contain personal information of the person who is assigned the computer for his or her use (similar to the contents of a desk drawer). Therefore, access to or operation of City computers by persons who are not employees, quasi-employees, authorized volunteers or contractors of the City should not be permitted due to the inability to segregate the information.

### 5.9.4 Data Sharing By and Between Employees

In general City employees may have access into such network-stored data in various departments and servers as are relevant to their jobs. If granted, such access should be coupled with an admonition that the material obtained might be exempt from public inspection and caution should be exercised in order to not violate the rights of privacy of private citizens or create a liability for the disclosure of exempt information and a violation of privacy.

### 5.9.5 Access Levels

Levels of access by executive and management employees should be determined by employment status and the need to know.

All users must submit a completed Internet Usage Agreement to their department head who will assign access levels.

## **5.10 World Wide Web**

### 5.10.1 Internet Access

Permission for employees to access the World Wide Web (WWW) resources will be dependent on approval from elected officials or department heads.

#### 5.10.1.1 Internet Access Audit Logs

The Department Head may revoke permission to access specific sites. Access times may be restricted due to bandwidth congestion and/or misuse of system resources.

### 5.10.2 News Groups

When posting to news groups, City employees will use a disclaimer, such as - "these opinions are mine and not necessarily those of the City". Users shall abide by all other policies of appropriate behavior and usage discussed in this policy.

## **5.11 Copyrights, Trademarks, Patents and Authorship**

### 5.11.1 Conservative and Cautious Approach to Copyrights, etc.



# City of Stevenson Personnel Policy

City employees should take a conservative and cautious approach when dealing with materials that may be copyrighted. In general, if an employee is not sure if materials are copyrighted, they should not be used without permission in writing from the author.

The City will comply with Federal software licensing and copyright law.

Copies are to be made with the copyright holder's permission.

Unauthorized copying of software will be cause for disciplinary action. The City will not defend employees for willful misuse of copyrighted software.

Employee owned software must be accompanied by a valid license as evidence of ownership.

## 5.11.2 Trademarks, Patents and Authorship

Trademark violations can occur when governments publish materials online, and knowingly or unknowingly attach to a publication, or omit from the publication, a registered trademark. Employees publishing materials online will respect trademarks and obtain the appropriate authorizations before publishing the materials.

## **5.12 Public Meetings Regulations Open**

RCW 42.30 addresses regulations concerning public and private meetings. Email or voice mail initiated by a Council person and directed to any other Council person, relating to the conduct of City government, is subject to the Open Public Meetings Act. The City should therefore be cautious in the use of Email and voice mail communication in order to not violate these regulations.

## **5.13 Public Disclosure of Electronic Data and Voice Mail, RCW 42.17**

### 5.13.1 Email (electronic communication from one computer to another or to others) and Voice Mail

Each person and department using Email or voice mail should be familiar with the Public Disclosure Act and the definition of "public records."

When information is initiated by a City employee it is NOT SUBJECT TO DISCLOSURE if

- (i) it is of a private nature (non-governmental); or
- (ii) it is within the exemptions from public inspection.

Otherwise, it is subject to public inspection at reasonable times, but not by computer operation by other than City employees or contractors. Preferably, disclosure should be provided by printed document; if by diskette or visual examination of screen, care must be exercised to delete exempt data from disclosure.

### 5.13.2 Other Data

The same rules of disclosure apply to Email and voice mail as to written or printed information. The public's right to inspect and copy remains the same. Because of financial restraints and to protect public records from destruction, requesters of public records should not have access to electronic information. Instead, a City representative should print out a hard copy of the requested information. The public should not be permitted to operate City computers for three reasons:

- 1) Data could be inadvertently erased or destroyed;
- 2) Certain excepted or exempt documents, including personal or confidential material, could inadvertently be disclosed; and



# City of Stevenson Personnel Policy

- 3) Limited resources do not allow us to provide the equipment necessary to permit citizens' access to this information.

## Section 6 - Procedures:

### 6.1 Enforcement of This Policy (Right to Administer or Revoke Use).

Failure of City employees to adhere to this policy may result in restriction or revocation of access and/or disciplinary action. The City Administrator, Mayor or their designee may access data under an employee's control without the consent of the individual employee when necessary for normal business functions or when the Administrator becomes aware of possible inappropriate Internet use.

The Administrator will investigate the site(s) and/or system(s) and call upon the user to determine how the site is business related. If the Administrator concludes that the site is inappropriate the offense will be logged in the individual's file and a memo forwarded to the employee detailing the offense and potential consequences.

#### 6.1.1 Access Limitation or Revocation

With concurrence of the Mayor, City Administrator or Department Head, employees who are found to have violated this Policy may be subject to the following:

- 1) Internet and Email access may be revoked.
- 2) Access times may be restricted.
- 3) Disciplinary action.

#### 6.1.2 Disciplinary Action

Substantial or repeated abuse of the provisions outlined in this policy may be deemed sufficient justification for immediate discharge.

## Section 7 - Responsibilities:

### 7.1 Compliance with City Policies

All Department Supervisors, Department Heads and Elected Officials are responsible for ensuring compliance with federal laws and regulations, RCW'S, WAC'S, City Ordinances, resolutions and policies. Employees (excluding Elected Officials) may be disciplined in accordance to the City Personnel Policy and/or applicable union contract for failure to follow this Policy.



# City of Stevenson Personnel Policy

## Internet Policy Waiver Form & Authorization to Use

I, \_\_\_\_\_,  
have read and understand the City Computer Network, Internet, Intranet, E-mail and Voice Mail Use Policy.

I understand and agree to follow this policy which includes:

Network resources, whether LAN, WAN, Internet, Electronic Mail or Voice Mail systems should be used for official City business purposes only, as is the case with all forms City of equipment and resources. Personal use of the City equipment discussed in this policy is allowed only as described in Section 5. 1. 1.

Electronic Mail (Email) from an internal system and/or the Internet, is NOT private. All Email messages, (whether created or received) may be considered to be public records pursuant to the Public Disclosure Act, RCW Ch. 42.17, and the public has a right to examine most public records.

The City will maintain and monitor Internet access. Permission to access Internet or specific Internet sites may be revoked by a department head and at times internet access may be restricted due to bandwidth congestion and/or misuse of system resources.

I have read and understand this policy and will abide by its provisions.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# Use of Electronic Devices During Council/Commission Meetings

June 23, 2017 by [Jim Doherty](#)

Category: [Open Public Meetings Act](#) , [Public Records Act](#)



It seems that everybody is always looking at a screen or sending messages these days, sometimes using a smartphone, a notebook computer, or tablet—what's the big deal?

When councilmembers or commissioners who are participating in an open public meeting get lost in their screens they might be: violating the OPMA; about to get the agency involved in a PRA issue; distracted by the latest game app; or sending

messages using social media. Or, quite possibly, the councilmember/commissioner might be very attentive to the discussion or issue at hand and reviewing relevant documents online. Here's the issue: the other people in the room have no idea whether those looking at their screens are tuned in, tuned out, or violating the law, and that can be a problem.

## Violations of the Open Public Meetings Act (OPMA)

If people on the legislative body are sending electronic messages between themselves regarding the issue under discussion, then that violates the OPMA because those present have a right to listen to the discussion.

If someone on the legislative body is communicating with people not in the room regarding the issue under discussion, that is certainly rude but might also be violating at least the spirit of the OPMA because their role is to be discussing the issue with their fellow councilmembers/commissioners, not with their social media friends or twitter followers.

## Public Records Act (PRA) Issues

If a councilmember or commissioner is sending messages regarding the public issue being discussed, then those messages are public records and can be requested by any member of the public, even if the messages are being typed on a personal smartphone or personally owned computer. Those records might show that the OPMA is being

violated or might show that the councilmember or commissioner is involved in totally personal business and is ignoring the matter at hand. For example, A PRA request in one city revealed that a councilmember was involved in a series of very personal and embarrassing emails with a girlfriend.

## What Can a Public Agency Do To Avoid Problems?

Adopt a policy. Let all members of the legislative body and the public know the rules. Here are some examples of policies adopted by jurisdictions here in Washington State.

The Spokane Valley Governance Manual includes the following:

Councilmembers shall avoid accessing any electronic message during Council meetings. Accessing such communication could be construed as receiving public comment without the benefit of having the citizen in person to address their concerns. Likewise, Councilmembers shall avoid browsing the Internet on non-City business during Council meetings in order that Council's full attention can be given to the topic at hand.

The Burien City Council Meeting Guidelines include this:

Councilmembers may post to social media and participate in online forums, but Councilmembers should refrain from the following:

1. Posting and/or sending electronic communications while a Council meeting is in session (during a break in the Council meeting, this Item No. 1 of these Standards of Conduct will not apply);
2. Engaging in communications via social media or online forums with other Councilmembers in violation of the Open Public Meetings Act;
3. Posting, sending or reading communications regarding quasi-judicial issues via or to social media, where the Council acts in a manner similar to a judge; and
4. Posting or sending communications via or to social media that discuss matters that are attorney-client privileged or that are still confidential Executive Session matters.

And, finally, C-TRAN's Board of Directors Conduct Policy includes the following:

Board Members shall not send or receive electronic communications concerning any matter pending before Board during a Board Meeting.

Board Members shall not use electronic communication devices to review or access information regarding matters not in consideration before Board during a Board Meeting.

To ensure focus on the discussions during meetings, Board Members should only use the internet during meetings to access Board agenda packet information, board resource documents, including but not limited to Board Policies, C-TRAN Bylaws, Robert's Rules of Order, or other research relevant to the discussion.

In deference to the Board meeting at hand, Board Members should make every effort to refrain from sending or receiving electronic communication of a personal nature during Board Meetings, though it may sometimes be necessary to send or receive very urgent/emergency family or business communications during meetings.

Does your jurisdiction have a policy regarding use of electronic devices during council or board meetings? Should you have a policy? More and more people are becoming addicted to their online screens and communications, but there is a time and place for everything. If the person chairing the meeting becomes aware that one of the participants is distracted by something off-topic on their device, they should be admonished to get back on track.

Be polite, be lawful, and don't be the subject of a news item relating to inappropriate use of electronic communications.

## Questions? Comments?

If you have questions about use of electronic devices during public meetings, or other local government issues, please use our [Ask MRSC form](#) or call us at (206) 625-1300 or (800) 933-6772. If you have comments about this blog post or other topics you would like us to write about, please email me at [jdoherty@mrsc.org](mailto:jdoherty@mrsc.org).

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*MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.*



### About Jim Doherty

Jim had over 24 years of experience researching and responding to varied legal questions at MRSC. He had special expertise in transmission pipeline planning issues, as well as the issues surrounding medical and recreational marijuana. He is now retired.

[VIEW ALL POSTS BY JIM DOHERTY](#) ▶

# TREASURERS REPORT

## Fund Totals

City Of Stevenson

Time: 16:35:18 Date: 12/04/2020

11/01/2020 To: 11/30/2020

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	756,257.59	174,606.47	125,497.03	805,367.03	927.44	11,573.85	-18.40	817,849.92
010 General Reserve Fund	326,705.62	0.00		326,705.62	0.00	0.00	0.00	326,705.62
020 Fire Reserve Fund	1,483,593.47	35,000.00		1,518,593.47	0.00	0.00	0.00	1,518,593.47
100 Street Fund	376,541.69	35,918.29	21,916.07	390,543.91	5,850.80	1,047.30	-48.05	397,393.96
103 Tourism Promo & Develop Fund	768,337.27	29,845.39	47,220.69	750,961.97	44,687.40	229.38	-3.21	795,875.54
105 Affordable Housing Fund	430.01	423.11		853.12	0.00	0.00	0.00	853.12
300 Capital Improvement Fund	170,099.38	4,820.45		174,919.83	0.00	0.00	0.00	174,919.83
309 Russell Ave	-173,594.22	77,371.73	795.04	-97,017.53	0.00	0.00	0.00	-97,017.53
311 First Street	-78,967.61	67,988.30		-10,979.31	0.00	0.00	0.00	-10,979.31
400 Water/Sewer Fund	1,014,302.40	137,746.96	190,638.63	961,410.73	4,081.00	4,116.23	-1,394.50	968,213.46
406 Wastewater Short Lived Asset Reserve Fund	0.00	21,779.00		21,779.00	0.00	0.00	0.00	21,779.00
408 Wastewater Debt Reserve Fund	0.00	61,191.00		61,191.00	0.00	0.00	0.00	61,191.00
410 Wastewater System Upgrades	-87,491.81	128,429.13	87,551.81	-46,614.49	0.00	0.00	0.00	-46,614.49
500 Equipment Service Fund	182,742.97	3.61	6,538.28	176,208.30	1,309.51	186.07	-22.15	177,681.73
630 Stevenson Municipal Court	9,696.36	2,471.50	6,267.00	5,900.86	5,790.05	0.00	0.00	11,690.91
631 CATV Fund	3,100.10	0.12		3,100.22	0.00	0.00	0.00	3,100.22
	4,751,753.22	777,595.06	486,424.55	<b>5,042,923.73</b>	62,646.20	17,152.83	-1,486.31	<b>5,121,236.45</b>



# TREASURERS REPORT

## Account Totals

City Of Stevenson

Time: 16:35:18 Date: 12/04/2020

11/01/2020 To: 11/30/2020

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	1,568,150.06	940,832.70	363,488.52	2,145,494.24	-1,342.29	73,958.98	2,218,110.93
3	Court Trust Umpqua	9,696.36	2,471.50	6,267.00	5,900.86	0.00	5,840.05	11,740.91
10	Xpress Bill Pay	62,923.48	26,821.59	61,000.00	28,745.07	-144.02	0.00	28,601.05
11	Cash Drawer	100.00	0.00	0.00	100.00	0.00	0.00	100.00
12	Petty Cash	400.00	0.00	0.00	400.00	0.00	0.00	400.00
20	Opus	320,258.99	7.22	248,322.54	71,943.67	0.00	0.00	71,943.67
Total Cash:		<u>1,961,528.89</u>	<u>970,133.01</u>	<u>679,078.06</u>	<u>2,252,583.84</u>	<u>-1,486.31</u>	<u>79,799.03</u>	<u><b>2,330,896.56</b></u>
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	871,754.17	115.44	0.00	871,869.61	0.00	0.00	871,869.61
6	US Bank Safekeeping	1,915,370.06	0.00	0.00	1,915,370.06	0.00	0.00	1,915,370.06
8	CATV Trust	3,100.10	0.12	0.00	3,100.22	0.00	0.00	3,100.22
Total Investments:		<u>2,790,224.33</u>	<u>115.56</u>	<u>0.00</u>	<u>2,790,339.89</u>	<u>0.00</u>	<u>0.00</u>	<u><b>2,790,339.89</b></u>
		<u>4,751,753.22</u>	<u>970,248.57</u>	<u>679,078.06</u>	<u>5,042,923.73</u>	<u>-1,486.31</u>	<u>79,799.03</u>	<u><b>5,121,236.45</b></u>

**TREASURERS REPORT**  
**Fund Investments By Account**

City Of Stevenson

Time: 16:35:18 Date: 12/04/2020

11/01/2020 To: 11/30/2020

Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	203,976.47		39.59	39.59		204,016.06
100 000 Street Fund	26,009.45		5.05	5.05		26,014.50
103 000 Tourism Promo & Develop Fund	231,346.20		44.90	44.90		231,391.10
300 000 Capital Improvement Fund	6,274.74		1.22	1.22		6,275.96
400 000 Water/Sewer Fund	108,593.74		21.07	21.07		108,614.81
500 000 Equipment Service Fund	18,642.36		3.61	3.61		18,645.97
5 - LGIP	594,842.96	0.00	115.44	115.44		<b>594,958.40</b>
001 000 General Expense Fund	426,007.30					426,007.30
103 000 Tourism Promo & Develop Fund	320,389.34					320,389.34
300 000 Capital Improvement Fund	25,546.87					25,546.87
400 000 Water/Sewer Fund	285,575.30					285,575.30
500 000 Equipment Service Fund	10,217.77					10,217.77
6 - US Bank Safekeeping	1,067,736.58	0.00	0.00			<b>1,067,736.58</b>
631 000 CATV Fund	3,100.10		0.12	0.12		3,100.22
8 - CATV Trust	3,100.10	0.00	0.12	0.12		<b>3,100.22</b>
	1,665,679.64	0.00	115.56	115.56		<b>1,665,795.20</b>

# TREASURERS REPORT

## Fund Investment Totals

City Of Stevenson

11/01/2020 To: 11/30/2020

Time: 16:35:18 Date: 12/04/2020

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	629,983.77		39.59	39.59		630,023.36	175,343.67
010 General Reserve Fund						0.00	326,705.62
020 Fire Reserve Fund						0.00	1,518,593.47
100 Street Fund	26,009.45		5.05	5.05		26,014.50	364,529.41
103 Tourism Promo & Develop Fund	551,735.54		44.90	44.90		551,780.44	199,181.53
105 Affordable Housing Fund						0.00	853.12
300 Capital Improvement Fund	31,821.61		1.22	1.22		31,822.83	143,097.00
309 Russell Ave						0.00	-97,017.53
311 First Street						0.00	-10,979.31
400 Water/Sewer Fund	394,169.04		21.07	21.07		394,190.11	567,220.62
406 Wastewater Short Lived Asset Reserve Fund						0.00	21,779.00
408 Wastewater Debt Reserve Fund						0.00	61,191.00
410 Wastewater System Upgrades						0.00	-46,614.49
500 Equipment Service Fund	28,860.13		3.61	3.61		28,863.74	147,344.56
630 Stevenson Municipal Court						0.00	5,900.86
631 CATV Fund	3,100.10		0.12	0.12		3,100.22	0.00
	1,665,679.64		115.56	115.56		1,665,795.20	3,377,128.53

Ending fund balance (Page 1) - Investment balance = Available cash.

**5,042,923.73**

# TREASURERS REPORT

## Outstanding Vouchers

City Of Stevenson

As Of: 11/30/2020 Date: 12/04/2020

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	2830	11/30/2020	Tr Rec	1		Building Permit Customer	357.00	
2020	2836	11/30/2020	Util Pay	1		Xpress Billpay	112.02	Xpress Import - CC - 11-27-2020__daily_batch.csv
2020	2837	11/30/2020	Tr Rec	1		Gordon Rosander	319.38	November 2020 Gordy Reimbursement
2020	2838	11/30/2020	Util Pay	1		Xpress Billpay	553.89	Xpress Import - CC - 11-30-2020__daily_batch.csv
Receipts Outstanding:							1,342.29	
2020	2821	11/30/2020	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 11/30/2020 To 11/30/2020 - Disability; Pay Cycle(s) 11/30/2020 To 11/30/2020 - Life Insurance; Pay Cycle(s) 11/30/2020 To 11/30/2020 - Accident
2020	2822	11/30/2020	Payroll	1	EFT	Department of Retirement Systems	14,645.77	Pay Cycle(s) 11/30/2020 To 11/30/2020 - PERS2; Pay Cycle(s) 11/30/2020 To 11/30/2020 - DCP
2020	2824	11/30/2020	Payroll	1	EFT	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 11/30/2020 To 11/30/2020 - WA Child Support
2020	2538	10/30/2020	Payroll	1	14715	Stevenson Fire Association	69.07	Pay Cycle(s) 10/31/2020 To 10/31/2020 - Fire Association
2020	2692	11/19/2020	Claims	1	14722	Connor Black	59.10	Reissuance of check #13417 dated 04/29/2019
2020	2693	11/19/2020	Claims	1	14723	CGTA	2,500.00	Advancement of Regional Tourism
2020	2701	11/19/2020	Claims	1	14731	Columbia Tree Service	3,931.05	Tree Removal at WWTP
2020	2705	11/19/2020	Claims	1	14735	Drain-Pro	1,421.64	Jet Blocked Storm Line
2020	2710	11/19/2020	Claims	1	14740	Sean M Hietpas	435.90	Reissuance of check #14027 dated 12/09/2019
2020	2719	11/19/2020	Claims	1	14749	Michael Green Construction, Inc.	4,429.16	Rock Creek Storm Line
2020	2730	11/19/2020	Claims	1	14760	Skamania Branch Food Bank	138.14	Reissuance of check #13417 dated 04/29/2019
2020	2731	11/19/2020	Claims	1	14761	Skamania County Chamber of Commerce	14,022.01	October 2020 Statement
2020	2737	11/19/2020	Claims	1	14767	Stevenson Downtown Association	28,165.39	LTAC Operations July-Sept 2020; LTAC Plaza Apr-Sept 2020
2020	2738	11/19/2020	Claims	1	14768	Stevenson Fire Association	69.07	Reissuance of check #13419 dated 04/29/2019
2020	2745	11/19/2020	Claims	1	14775	WEX Bank	1,409.74	November 2020 Statement
2020	2747	11/19/2020	Claims	1	14777	Wave Broadband	224.95	November 2020 Internet - WWTP; November 2020 Internet Services - City Hall
2020	2798	11/30/2020	Payroll	1	14779	Michael Beck	69.07	PP 11.01.20-11.30.20
2020	2809	11/30/2020	Payroll	1	14780	Annie McHale	276.29	PP 11.01.20-11.30.20
2020	2825	11/30/2020	Payroll	1	14782	City of Stevenson	319.38	Pay Cycle(s) 11/30/2020 To 11/30/2020 - City Payback
2020	2826	11/30/2020	Payroll	1	14783	HRA VEBA Trust Contributions	500.00	Pay Cycle(s) 11/30/2020 To 11/30/2020 - HRA VEBA
2020	2827	11/30/2020	Payroll	1	14784	Ska CO Council on Domestic Violence & Se	276.29	Pay Cycle(s) 11/30/2020 To 11/30/2020 - SCCDVSA
2020	2828	11/30/2020	Payroll	1	14785	Stevenson Fire Association	69.07	Pay Cycle(s) 11/30/2020 To 11/30/2020 - Fire Association

# TREASURERS REPORT

## Outstanding Vouchers

City Of Stevenson

As Of: 11/30/2020 Date: 12/04/2020  
Time: 16:35:18 Page: 6

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	2829	11/30/2020	Payroll	1	14786	WGAP Washington Gorge Action Program	345.36	Pay Cycle(s) 11/30/2020 To 11/30/2020 - Food Bank
							73,958.98	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2020	2579	10/15/2020	Claims	3	1028	Stevenson Municipal Court	180.05	Insurance - Liberty Mutual - 8Z0091029
2020	2874	11/25/2020	Claims	3	1032	Stevenson Municipal Court	150.00	Creighton, Nikki - CR0022218
2020	2875	11/25/2020	Claims	3	1033	Stevenson Municipal Court	2,000.00	Konoske, William Jr - 20-001028
2020	2876	11/30/2020	Claims	3	1034	Stevenson Municipal Court	3,460.00	City of Stevenson November Remittance
							5,840.05	
2020	2839	11/30/2020	Util Pay	10		Xpress Billpay	112.02	Xpress Import - EFT - 11-30-2020__daily_batch.csv
2020	2840	11/30/2020	Util Pay	10		Xpress Billpay	32.00	Xpress Import - iPay - 11-30-2020__daily_batch.csv
							144.02	
Receipts Outstanding:							144.02	
							79,799.03	

Fund	Claims	Payroll	Total
001 General Expense Fund	927.44	11,573.85	12,501.29
100 Street Fund	5,850.80	1,047.30	6,898.10
103 Tourism Promo & Develop Fund	44,687.40	229.38	44,916.78
400 Water/Sewer Fund	4,081.00	4,116.23	8,197.23
500 Equipment Service Fund	1,309.51	186.07	1,495.58
630 Stevenson Municipal Court	5,790.05	0.00	5,790.05
	62,646.20	17,152.83	79,799.03

**TREASURERS REPORT**

**Signature Page**

City Of Stevenson

11/01/2020 To: 11/30/2020

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We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
City Administrator / Date Deputy Clerk-Treasurer / Date

## 2020 BUDGET POSITION

City Of Stevenson

Time: 16:36:51 Date: 12/04/2020

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001 General Expense Fund Months: 01 To: 11

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	680,398.49	680,398.49	0.00	100.0%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	51,135.13	51,135.13	0.00	100.0%
<b>308 Beginning Balances</b>	<b>764,947.44</b>	<b>764,947.44</b>	<b>0.00</b>	<b>100.0%</b>
311 Property Tax	481,883.50	455,951.92	25,931.58	94.6%
313 Sales Tax	215,000.00	236,420.79	(21,420.79)	110.0%
316 Utility Tax	40,000.00	34,936.32	5,063.68	87.3%
317 Other Tax	16,000.00	14,944.56	1,055.44	93.4%
<b>310 Taxes</b>	<b>752,883.50</b>	<b>742,253.59</b>	<b>10,629.91</b>	<b>98.6%</b>
321 Licenses	2,900.00	3,590.00	(690.00)	123.8%
322 Permits	(4,000.00)	(3,979.44)	(20.56)	99.5%
<b>320 Licenses &amp; Permits</b>	<b>(1,100.00)</b>	<b>(389.44)</b>	<b>(710.56)</b>	<b>35.4%</b>
000	48,600.00	21,972.65	26,627.35	45.2%
330 Grants	350,000.00	96,880.01	253,119.99	27.7%
335 State Shared	11,000.00	12,999.58	(1,999.58)	118.2%
336 State Entitlements, Impact Payments & Tax	16,055.00	18,997.54	(2,942.54)	118.3%
<b>330 Intergovernmental Revenues</b>	<b>425,655.00</b>	<b>150,849.78</b>	<b>274,805.22</b>	<b>35.4%</b>
341 Other	126,000.00	4,892.27	121,107.73	3.9%
342 Fire District 2	31,950.00	19,048.36	12,901.64	59.6%
345 Planning	20,000.00	38,547.00	(18,547.00)	192.7%
346 Building	0.00	424.15	(424.15)	0.0%
<b>340 Charges For Goods &amp; Services</b>	<b>177,950.00</b>	<b>62,911.78</b>	<b>115,038.22</b>	<b>35.4%</b>
350 Fines & Penalties	11,250.00	12,843.18	(1,593.18)	114.2%
360 Interest & Other Earnings	8,000.00	19,363.73	(11,363.73)	242.0%
380 Non Revenues	0.00	7,971.94	(7,971.94)	0.0%
<b>Fund Revenues:</b>	<b>2,139,585.94</b>	<b>1,760,752.00</b>	<b>378,833.94</b>	<b>82.3%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	20,000.00	16,767.20	3,232.80	83.8%
512 Judicial	62,700.00	48,576.27	14,123.73	77.5%
513 Executive	111,425.00	93,124.09	18,300.91	83.6%
514 Financial, Recording & Elections	108,005.00	101,870.65	6,134.35	94.3%
515 Legal Services	30,750.00	20,424.00	10,326.00	66.4%
517 Employee Benefit Programs	15,525.00	10,621.00	4,904.00	68.4%
518 Centralized Services	103,780.29	111,522.80	(7,742.51)	107.5%
521 Law Enforcement	192,801.85	175,933.25	16,868.60	91.3%
202 Fire Department	82,905.00	27,729.72	55,175.28	33.4%
203 Fire District 2	19,500.00	6,078.63	13,421.37	31.2%
<b>522 Fire Control</b>	<b>102,405.00</b>	<b>33,808.35</b>	<b>68,596.65</b>	<b>33.0%</b>
528 Dispatch Services	8,000.00	3,229.75	4,770.25	40.4%
551 Public Housing Services	350,000.00	34,843.73	315,156.27	10.0%
553 Conservation	300.00	434.75	(134.75)	144.9%
554 Environmental Services	11,400.00	0.00	11,400.00	0.0%

## 2020 BUDGET POSITION

City Of Stevenson

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001 General Expense Fund	Months: 01 To: 11			
Expenditures	Amt Budgeted	Expenditures	Remaining	
<b>558 Planning &amp; Community Devel</b>				
550 Building	5,800.00	4,891.52	908.48	84.3%
560 Planning	189,480.00	174,296.01	15,183.99	92.0%
570 Economic Development	11,900.00	6,247.00	5,653.00	52.5%
<b>558 Planning &amp; Community Devel</b>	<b>207,180.00</b>	<b>185,434.53</b>	<b>21,745.47</b>	<b>89.5%</b>
565 Welfare	10,000.00	6,667.00	3,333.00	66.7%
566 Substance Abuse	150.00	204.23	(54.23)	136.2%
573 Cultural & Community Activities	500.00	59.96	440.04	12.0%
576 Park Facilities	86,350.00	68,056.84	18,293.16	78.8%
580 Non Expenditures	0.00	8,806.57	(8,806.57)	0.0%
597 Interfund Transfers	35,000.00	35,000.00	0.00	100.0%
100 Unreserved	598,764.67	0.00	598,764.67	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	0.0%
<b>999 Ending Balance</b>	<b>683,313.80</b>	<b>0.00</b>	<b>683,313.80</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>2,139,585.94</b>	<b>955,384.97</b>	<b>1,184,200.97</b>	<b>44.7%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>805,367.03</b>		



## 2020 BUDGET POSITION

City Of Stevenson

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010 General Reserve Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	326,705.62	326,705.62	0.00	100.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>326,705.62</b>	<b>326,705.62</b>	<b>0.00</b>	<b>100.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	326,705.62	0.00	326,705.62	0.0%
<b>Fund Expenditures:</b>	<b>326,705.62</b>	<b>0.00</b>	<b>326,705.62</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>326,705.62</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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020 Fire Reserve Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	1,483,593.47	1,483,593.47	0.00	100.0%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
397 Interfund Transfers	35,000.00	35,000.00	0.00	100.0%
<b>Fund Revenues:</b>	<b>1,518,593.47</b>	<b>1,518,593.47</b>	<b>0.00</b>	<b>100.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,518,593.47	0.00	1,518,593.47	0.0%
<b>Fund Expenditures:</b>	<b>1,518,593.47</b>	<b>0.00</b>	<b>1,518,593.47</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>1,518,593.47</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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100 Street Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	306,289.98	306,289.98	0.00	100.0%
310 Taxes	252,000.00	264,610.90	(12,610.90)	105.0%
320 Licenses & Permits	600.00	275.00	325.00	45.8%
330 Intergovernmental Revenues	47,628.00	38,302.93	9,325.07	80.4%
360 Interest & Other Earnings	0.00	236.73	(236.73)	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>606,517.98</b>	<b>609,715.54</b>	<b>(3,197.56)</b>	<b>100.5%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	260,510.00	173,033.54	87,476.46	66.4%
543 Streets Admin & Overhead	20,630.00	15,253.50	5,376.50	73.9%
544 Road & Street Operations	21,000.00	247.50	20,752.50	1.2%
566 Substance Abuse	0.00	195.06	(195.06)	0.0%
594 Capital Expenditures	51,000.00	30,442.03	20,557.97	59.7%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
999 Ending Balance	253,377.98	0.00	253,377.98	0.0%
<b>Fund Expenditures:</b>	<b>606,517.98</b>	<b>219,171.63</b>	<b>387,346.35</b>	<b>36.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>390,543.91</b>		

## 2020 BUDGET POSITION

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103 Tourism Promo & Develop Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	710,294.51	710,294.51	0.00	100.0%
310 Taxes	194,000.00	255,991.71	(61,991.71)	132.0%
360 Interest & Other Earnings	0.00	11,714.66	(11,714.66)	0.0%
<b>Fund Revenues:</b>	<b>904,294.51</b>	<b>978,000.88</b>	<b>(73,706.37)</b>	<b>108.2%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	322,000.00	195,743.35	126,256.65	60.8%
594 Capital Expenditures	319,408.31	31,295.56	288,112.75	9.8%
999 Ending Balance	262,886.20	0.00	262,886.20	0.0%
<b>Fund Expenditures:</b>	<b>904,294.51</b>	<b>227,038.91</b>	<b>677,255.60</b>	<b>25.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>750,961.97</b>		

## 2020 BUDGET POSITION

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105 Affordable Housing Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
310 Taxes	0.00	853.12	(853.12)	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>853.12</b>	<b>(853.12)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>853.12</b>		

## 2020 BUDGET POSITION

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300 Capital Improvement Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	135,656.42	135,656.42	0.00	100.0%
310 Taxes	20,000.00	38,550.55	(18,550.55)	192.8%
360 Interest & Other Earnings	0.00	712.86	(712.86)	0.0%
<b>Fund Revenues:</b>	<b>155,656.42</b>	<b>174,919.83</b>	<b>(19,263.41)</b>	<b>112.4%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	75,636.78	0.00	75,636.78	0.0%
999 Ending Balance	80,019.64	0.00	80,019.64	0.0%
<b>Fund Expenditures:</b>	<b>155,656.42</b>	<b>0.00</b>	<b>155,656.42</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>174,919.83</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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309 Russell Ave		Months: 01 To: 11		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	819,927.00	636,519.91	183,407.09	77.6%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
397 Interfund Transfers	22,636.78	0.00	22,636.78	0.0%
<b>Fund Revenues:</b>	<b>842,563.78</b>	<b>636,519.91</b>	<b>206,043.87</b>	<b>75.5%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	842,563.78	733,537.44	109,026.34	87.1%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>842,563.78</b>	<b>733,537.44</b>	<b>109,026.34</b>	<b>87.1%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(97,017.53)</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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311 First Street		Months: 01 To: 11		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	132,800.00	67,988.30	64,811.70	51.2%
397 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
<b>Fund Revenues:</b>	<b>185,800.00</b>	<b>67,988.30</b>	<b>117,811.70</b>	<b>36.6%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	185,800.00	78,967.61	106,832.39	42.5%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>185,800.00</b>	<b>78,967.61</b>	<b>106,832.39</b>	<b>42.5%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(10,979.31)</b>		



## 2020 BUDGET POSITION

City Of Stevenson

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400 Water/Sewer Fund		Months: 01 To: 11		
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer	251,864.61	251,864.61	0.00	100.0%
401 Water	207,161.66	207,161.66	0.00	100.0%
402 Sewer	218,673.27	218,673.27	0.00	100.0%
<b>308 Beginning Balances</b>	<b>677,699.54</b>	<b>677,699.54</b>	<b>0.00</b>	<b>100.0%</b>
330 Intergovernmental Revenues	311,000.00	0.00	311,000.00	0.0%
343 Water	524,150.00	601,160.68	(77,010.68)	114.7%
344 Sewer	791,594.20	837,639.17	(46,044.97)	105.8%
<b>340 Charges For Goods &amp; Services</b>	<b>1,315,744.20</b>	<b>1,438,799.85</b>	<b>(123,055.65)</b>	<b>109.4%</b>
343 Water	92,000.00	135,115.29	(43,115.29)	146.9%
344 Sewer	68,000.00	99,038.00	(31,038.00)	145.6%
400 Water/Sewer	4,000.00	6,178.55	(2,178.55)	154.5%
<b>360 Interest &amp; Other Earnings</b>	<b>164,000.00</b>	<b>240,331.84</b>	<b>(76,331.84)</b>	<b>146.5%</b>
390 Other Financing Sources	321,000.00	321,000.00	0.00	100.0%
<b>Fund Revenues:</b>	<b>2,789,443.74</b>	<b>2,677,831.23</b>	<b>111,612.51</b>	<b>96.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	513,627.00	425,857.42	87,769.58	82.9%
535 Sewer	796,328.00	559,205.28	237,122.72	70.2%
534 Water	42,931.23	42,645.79	285.44	99.3%
535 Sewer	32,671.00	16,335.00	16,336.00	50.0%
<b>591 Debt Service</b>	<b>75,602.23</b>	<b>58,980.79</b>	<b>16,621.44</b>	<b>78.0%</b>
534 Water	764,500.00	589,407.01	175,092.99	77.1%
535 Sewer	0.00	0.00	0.00	0.0%
<b>594 Capital Expenditures</b>	<b>764,500.00</b>	<b>589,407.01</b>	<b>175,092.99</b>	<b>77.1%</b>
597 Interfund Transfers	82,970.00	82,970.00	0.00	100.0%
400 Water/Sewer	103,551.58	0.00	103,551.58	0.0%
401 Water	249,161.66	0.00	249,161.66	0.0%
402 Sewer	203,703.27	0.00	203,703.27	0.0%
<b>999 Ending Balance</b>	<b>556,416.51</b>	<b>0.00</b>	<b>556,416.51</b>	<b>0.0%</b>
<b>Fund Expenditures:</b>	<b>2,789,443.74</b>	<b>1,716,420.50</b>	<b>1,073,023.24</b>	<b>61.5%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>961,410.73</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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406 Wastewater Short Lived Asset Reserve Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
397 Interfund Transfers	21,779.00	21,779.00	0.00	100.0%
<b>Fund Revenues:</b>	<b>21,779.00</b>	<b>21,779.00</b>	<b>0.00</b>	<b>100.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	21,779.00	0.00	21,779.00	0.0%
<b>Fund Expenditures:</b>	<b>21,779.00</b>	<b>0.00</b>	<b>21,779.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>21,779.00</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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408 Wastewater Debt Reserve Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
397 Interfund Transfers	61,191.00	61,191.00	0.00	100.0%
<b>Fund Revenues:</b>	<b>61,191.00</b>	<b>61,191.00</b>	<b>0.00</b>	<b>100.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	61,191.00	0.00	61,191.00	0.0%
<b>Fund Expenditures:</b>	<b>61,191.00</b>	<b>0.00</b>	<b>61,191.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>61,191.00</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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410 Wastewater System Upgrades			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	(119,857.70)	119,857.70	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%
390 Other Financing Sources	1,000,000.00	826,590.49	173,409.51	82.7%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>1,000,000.00</b>	<b>706,732.79</b>	<b>293,267.21</b>	<b>70.7%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,000,000.00	753,347.28	246,652.72	75.3%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>1,000,000.00</b>	<b>753,347.28</b>	<b>246,652.72</b>	<b>75.3%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>(46,614.49)</b>		

## 2020 BUDGET POSITION

City Of Stevenson

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500 Equipment Service Fund			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	139,248.98	139,248.98	0.00	100.0%
340 Charges For Goods & Services	150,000.00	107,872.28	42,127.72	71.9%
360 Interest & Other Earnings	0.00	445.92	(445.92)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
<b>Fund Revenues:</b>	<b>289,248.98</b>	<b>247,567.18</b>	<b>41,681.80</b>	<b>85.6%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	106,071.00	71,358.88	34,712.12	67.3%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	183,177.98	0.00	183,177.98	0.0%
<b>Fund Expenditures:</b>	<b>289,248.98</b>	<b>71,358.88</b>	<b>217,890.10</b>	<b>24.7%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>176,208.30</b>		

## 2020 BUDGET POSITION

City Of Stevenson

Time: 16:36:51 Date: 12/04/2020

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630 Stevenson Municipal Court			Months: 01 To: 11	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	9,738.88	(9,738.88)	0.0%
380 Non Revenues	0.00	35,570.85	(35,570.85)	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>45,309.73</b>	<b>(45,309.73)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	39,408.87	(39,408.87)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>39,408.87</b>	<b>(39,408.87)</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>5,900.86</b>		

## 2020 BUDGET POSITION

City Of Stevenson

Time: 16:36:51 Date: 12/04/2020

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631 CATV Fund		Months: 01 To: 11		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	3,098.81	(3,098.81)	0.0%
380 Non Revenues	0.00	1.41	(1.41)	0.0%
<b>Fund Revenues:</b>	<b>0.00</b>	<b>3,100.22</b>	<b>(3,100.22)</b>	<b>0.0%</b>
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	0.00	0.00	0.00	0.0%
<b>Fund Expenditures:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Fund Excess/(Deficit):</b>	<b>0.00</b>	<b>3,100.22</b>		

## 2020 BUDGET POSITION TOTALS

City Of Stevenson

Months: 01 To: 11

Time: 16:36:51 Date: 12/04/2020

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	2,139,585.94	1,760,752.00	82.3%	2,139,585.94	955,384.97	45%
010 General Reserve Fund	326,705.62	326,705.62	100.0%	326,705.62	0.00	0%
020 Fire Reserve Fund	1,518,593.47	1,518,593.47	100.0%	1,518,593.47	0.00	0%
100 Street Fund	606,517.98	609,715.54	100.5%	606,517.98	219,171.63	36%
103 Tourism Promo & Develop Fund	904,294.51	978,000.88	108.2%	904,294.51	227,038.91	25%
105 Affordable Housing Fund	0.00	853.12	0.0%	0.00	0.00	0%
300 Capital Improvement Fund	155,656.42	174,919.83	112.4%	155,656.42	0.00	0%
309 Russell Ave	842,563.78	636,519.91	75.5%	842,563.78	733,537.44	87%
311 First Street	185,800.00	67,988.30	36.6%	185,800.00	78,967.61	43%
400 Water/Sewer Fund	2,789,443.74	2,677,831.23	96.0%	2,789,443.74	1,716,420.50	62%
406 Wastewater Short Lived Asset R€	21,779.00	21,779.00	100.0%	21,779.00	0.00	0%
408 Wastewater Debt Reserve Fund	61,191.00	61,191.00	100.0%	61,191.00	0.00	0%
410 Wastewater System Upgrades	1,000,000.00	706,732.79	70.7%	1,000,000.00	753,347.28	75%
500 Equipment Service Fund	289,248.98	247,567.18	85.6%	289,248.98	71,358.88	25%
630 Stevenson Municipal Court	0.00	45,309.73	0.0%	0.00	39,408.87	0%
631 CATV Fund	0.00	3,100.22	0.0%	0.00	0.00	0%
	<u>10,841,380.44</u>	<u>9,837,559.82</u>	<u>90.7%</u>	<u>10,841,380.44</u>	<u>4,794,636.09</u>	<u>44.2%</u>



# CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce	
Reporting Period:	November, 2020	
Amount Due:	\$ 7,500.00	Monthly Contract Amount
	1,320.00	Program Management Time
	<u>15,574.16</u>	Monthly Reimbursables
	\$ 24,394.16	

## VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	84
Telephone Calls:	50
E-Mails:	30
Business Referrals:	410
Tracked Overnight Stays:	10
Mailings (student, relocation, visitor, letters):	4
Large Quantity Brochures	620
Chamber Website Pageviews	3,491
COS Website Pageviews	2,952

## CHAMBER BUSINESS

**Chamber Board Meeting:** We held our November board meeting with a presentation from the Skamania County Community Events and Recreation. Updates included; Gorge-wide tourism promotions with the Columbia Gorge Tourism Alliance, the membership services committee's new benefits that will be added in 2021, and Annual Dinner planning.

**Chamber Membership:** We had 4 new member join the Chamber and 11 membership renewals in November.

**Chamber E-Newsletter:** The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons to over 1,100 recipients. We continued to send out an e-blast specifically for COVID-19 updates as needed.

**Facebook Pages:** The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest, Wind River Business Association as well as for the Chamber itself. We continue to manage our new Facebook page promoting take-out dining services in Skamania County. This is an effort to help all local restaurants through COVID-19.

### **Chamber Marketing, Projects, Action Items:**

- Continue ordering/distributing PPE for businesses
- Updated Chamber website including seasonal event information and photos and a link to Skamania Lodge's weather cam.
- Placed monthly ad to promote Chamber membership in Skamania Pioneer and River Talk Weekly
- Attended MCEDD's Economic Symposium
- Participated in Washington Tourism Alliance's rebranding brainstorming meeting
- Worked with Washington Tourism Alliance on a new project (Wander Washington) to promote tourism within the State to Microsoft employees.
- Met with Columbia Gorge Tourism Alliance to create shop local promotions for the region.
- Joined with Gorge Chambers on Shop Local ads
- Coordinated with SDA, SBA, WRBA and EDC to create and place Shop Local co-op ads
- Continued #MySkamaniaAdventure social media campaign for fall on Facebook and Instagram
- Met with Non-Dues Revenue Committee to review list of ideas for additional revenue and narrow down based on time/financial investments and potential return on investment.
- Met with Budget Committee to create a new budget for 2021
- Weekly calls with Representative Gina Mosbrucker
- Bi-weekly meetings with Washington Chamber Executives

### **County/Regional/State Meeting and Projects:**

**Wind River Business Association (WRBA):** Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements, attend monthly meetings and manage the WRBA Facebook page. Finalized decorating plan for Christmas in Carson, had signs created and placed ads for the event.

**Stevenson Downtown Association (SDA):** Attended monthly SDA board meeting and weekly meetings as part of the recovery response team. Contacted Stevenson businesses about Restaurant and Retailers program and helped with distribution of products for the program.

*(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)*

**Stevenson/SBA Meetings and Projects:**

- Monthly meeting with NB Marketing for progress updates on our marketing plan
- Continue work on complete rebuild City of Stevenson website include: new photos, updating events, updating business listings, change focus on drink page to beer, move itineraries to new page, update fishing, shopping and learning pages with current info, remove dark filter, add “request a visitor packet” and add link to Skamania Lodge weather cam. Updated website should be launched in mid-December.
- Continue to promote Stevenson businesses on social media
- Continue #MyStevensonAdventure social media promotion for Fall on Facebook and Instagram
- Organized Community Decorating Day for putting up new Christmas in the Gorge decoration
- Christmas in the Gorge planning; contacted businesses about participating and decorating, created schedule of events, sent out parade applications, printed/distributed posters, found judges for contests, video for lighting of the tree and town, promoted on Christmas in the Gorge FB page, placed ads and more.
- Placed ads for Shop Stevenson for the Holidays campaign

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES**

Program 2	Promotional Products and Projects	
P2-D1	Website	\$3,269.95
P2-D2	Social Media and Print Ad Creation	\$1,000.00
P2-D5	Ad Placement	\$ 850.00
P2-D7	Promotional Products	\$3,256.96
P2-F	Co-op Advertising with Skamania Lodge	\$ 372.40
P3-B	Christmas in the Gorge	<u>\$6,824.85</u>
		\$15,574.16

**2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME**

P2-D2	Marketing (print, social media, press releases)	5 hrs	\$ 150.00
P2-D1	Website updates	4 hrs	\$ 120.00
P3-B	Christmas in the Gorge	35 hrs	<u>\$1,050.00</u>
			\$1,320.00

	<b>2020 Budget</b>	<b>Current Request</b>	<b>Requested YTD</b>	<b>Remaining</b>
Total Program Promo Expenses	85,000.00	\$16,894.16	\$55,920.52	\$29,079.48



# Skamania County Sheriff's Office

## Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Abandon Vehicle Right of Way	1
Agency Assistance	1
Other Types of Animal Calls	1
Simple Assault	1
Burglary Residence Unlawful En	1
Business Establishment Alarm	4
Carprowl Theft from Auto	1
Citizen Assist	1
Citizen Dispute	1
Custodial Interference	2
Problems with Dogs	3
Domestic Violence	2
Found Animal	1
Found Property	3
Fraud	1
Harrass	4
Incomplete 9-1-1 Calls	1
Information Report	5
Jail Problems/Inmate Problems	1
Lockout, Vehicle/Home	1
Loitering	1
Medical Emergency	22
Patrol Request	2
Traffic Collision Prop Damage	2
Property Watch, House Check	1
Public Nuisance/County Ordinan	2
Recovered Stolen Vehicle	1
Attempted Suicide	1
Suspicious Person/Circumstance	8
Theft Other Property	6
Threats	2
Traffic Hazard	1
Traffic Stop	3
Trespassing	6
Power/Gas/Water Problems	1
Vandalism/Mailic Misch	1
Vehicle Fire	1
Violation Court Orders	4
Vicious Animals	1
Wanted Person - Warrant	3
Welfare Check	9

Total reported: 114

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**Report Includes:**

All dates between `00:00:00 11/01/20` and `00:00:00 12/01/20`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# Skamania County Sheriff's Office

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Carprowl Theft from Auto	2
Medical Emergency	1

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Total reported: 3

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### Report Includes:

All dates between `00:00:00 11/01/20` and `00:00:00 12/01/20`, All agencies matching `SCSO`, All natures, All locations matching `22`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# Skamania County Sheriff's Office

## Law Total Incident Report, by Nature of Incident

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Person/Circumstance	1

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Total reported: 1

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### Report Includes:

All dates between `00:00:00 11/01/20` and `00:00:00 12/01/20`, All agencies matching `SCSO`, All natures, All locations matching `19`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



# Skamania County Sheriff's Office

## Total Traffic Citation Report, by Violation

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<u>Violation</u>	<u>Description</u>	<u>Total</u>
46.16A.140.4	Fail To Register Vehicle	1
46.20.005	NVOL W/O I.D.	1
46.20.342	DR W/LIC PRIV SUSP	4
46.61.500	RECKLESS DRIVING	1
9A.56.050	THEFT III	1
9A.76.040	RESISTING ARREST	1

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<b>Report Totals</b>		<b>9</b>
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### Report Includes:

All dates of issue between '00:00:00 11/01/20' and '00:00:00 12/01/20', All agencies matching 'SCSO', All issuing officers, All areas matching '21', All courts, All offense codes, All dispositions, All citation/warning types

2020 Overall		January	February	March	April	May	June	July	August	September	October	November	December	Totals
<b>Mileage</b>														
County	17477	18203	17492	15988	19268	18438	21031	18075	18609	19253	20280	19429	0	205468
Stevenson	2097	1977	2053	2053	2354	2069	2274	2208	2104	2255	2255	11920	0	23259
N. Bonneville	1012	1199	1004	1189	1254	1179	1234	1161	1066	1164	1164	1115	0	12577
USFS	1711	2455	2510	2373	1407	1911	2749	960	921	960	2749	2610	0	19822
Title 3	105	116	150	185	576	1029	616	836	393	393	506	200	0	4712
Other	0	110	0	0	2383	1465	1806	1877	1815	0	0	0	0	9456
<b>TOTAL</b>	<b>22402</b>	<b>24060</b>	<b>23194</b>	<b>21788</b>	<b>27242</b>	<b>25371</b>	<b>27886</b>	<b>25612</b>	<b>25591</b>	<b>28964</b>	<b>25374</b>	<b>25374</b>	<b>0</b>	<b>275594</b>
<b>Hourly Report</b>														
Vacation	148.25	0.00	33.25	146.50	75.25	70.50	180.75	344.75	172.00	46.25	89.50	0.00	0.00	1305.00
Sick Leave	19.00	0.00	45.75	10.25	166.25	350.75	194.75	216.50	0.00	14.25	64.25	0.00	0.00	1078.75
Training	96.25	132.00	20.50	15.50	3.00	25.00	5.25	40.50	117.25	222.00	215.50	0.00	0.00	892.75
Administration	204.50	96.75	55.25	48.25	135.50	61.75	63.75	52.75	78.75	56.00	33.00	0.00	0.00	887.25
<b>Patrol/Investigations</b>														
COVID-19	1.50	0.00	111.00	148.75	65.75	51.25	15.75	15.50	0.00	0.00	0.00	0.00	0.00	409.50
K9	0.00	0.00	0.00	0.00	0.00	17.25	0.00	24.00	4.00	41.25	9.00	9.00	0.00	95.50
County	1102.00	929.25	865.50	876.00	1115.50	944.25	1102.25	972.25	993.75	893.75	893.75	844.25	0.00	10628.75
Stevenson	454.50	445.00	455.25	493.75	489.01	433.00	479.75	406.25	481.25	432.75	441.75	441.75	0.00	5012.26
Stev Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.75	15.25	15.00	15.00	0.00	0.00	54.25
N. Bonneville	203.75	218.00	208.25	243.00	238.25	192.75	213.75	160.50	185.25	213.25	192.25	192.25	0.00	2269.00
N. Bonn Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.75	0.00	0.00	0.00	0.00	4.75
District Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Superior Court	43.00	14.25	20.00	23.25	0.00	6.00	0.00	34.50	35.00	13.25	13.25	0.00	0.00	189.25
USFS	174.00	220.25	233.00	215.25	95.50	61.50	58.25	65.00	44.75	188.50	192.50	192.50	0.00	1548.50
George Scenic	75.50	90.25	126.50	82.00	104.50	78.25	94.50	90.50	86.00	87.50	80.75	80.75	0.00	986.25
Weyer/Col Timber	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.25	4.25	0.00	0.00	0.00	0.00	8.50
Drug	0.00	3.00	0.00	0.00	0.00	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.50
SDS Patrol	9.25	8.75	6.00	11.75	17.75	13.00	15.25	14.25	14.75	19.75	19.75	12.00	0.00	142.50
Education County	0.00	1.25	0.00	0.00	0.00	1.00	0.00	11.00	0.00	0.00	0.00	0.00	0.00	13.25
County Traffic Enforce.	258.25	272.50	315.75	204.50	318.00	374.50	423.00	328.50	339.25	394.75	347.75	347.75	0.00	3576.75
SAR County	17.00	24.00	6.00	0.00	4.00	2.00	8.00	9.00	0.00	0.00	0.00	3.00	0.00	73.00
<b>Title 3</b>														
Emergency Response	2.00	7.25	7.00	26.50	23.50	32.25	11.25	15.25	37.25	20.50	0.00	0.00	0.00	182.75
SAR Missions	3.50	4.00	0.00	3.25	14.25	17.00	17.50	23.25	14.25	3.00	4.00	4.00	0.00	104.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Title 3 Subtotal</b>	<b>5.50</b>	<b>11.25</b>	<b>7.00</b>	<b>29.75</b>	<b>37.75</b>	<b>49.25</b>	<b>28.75</b>	<b>38.50</b>	<b>51.50</b>	<b>23.50</b>	<b>4.00</b>	<b>4.00</b>	<b>0.00</b>	<b>286.75</b>
<b>SubTotal Reg</b>	<b>2659.50</b>	<b>2455.25</b>	<b>2423.00</b>	<b>2363.00</b>	<b>2586.76</b>	<b>2287.25</b>	<b>2472.50</b>	<b>2212.75</b>	<b>2393.75</b>	<b>2599.50</b>	<b>2385.00</b>	<b>2385.00</b>	<b>0.00</b>	<b>26798.26</b>
<b>Overtime</b>														
COVID-19	0.00	0.00	0.00	4.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
County	35.50	19.25	23.00	5.25	14.50	46.00	42.50	48.75	53.75	22.00	22.75	22.75	0.00	333.25
Stevenson	5.00	3.00	0.00	1.00	0.00	15.00	2.25	13.50	1.25	0.00	0.00	0.50	0.00	41.50
Stevenson Court	0.00	2.00	0.00	0.00	0.00	0.00	0.00	3.00	8.00	0.00	0.00	0.00	0.00	15.00
N. Bonneville	0.00	0.00	1.25	0.00	2.25	1.50	0.00	0.00	0.00	3.00	2.00	2.00	0.00	10.00
N. Bonneville Court	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
District Court	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.50
Superior Court	19.00	16.50	17.75	0.00	0.00	0.00	0.00	0.00	21.00	34.25	0.00	0.00	0.00	108.50
USFS	0.00	0.00	0.00	2.00	7.50	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	11.50
Training	5.25	0.00	0.00	0.00	0.00	7.25	0.00	0.00	12.00	0.00	0.00	0.00	0.00	25.50
Weyer/Col Timber	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drug	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
DNR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Education County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
County Traffic Enforce.	0.00	0.00	0.00	0.00	0.00	2.00	0.00	4.00	0.00	0.00	0.00	0.00	0.00	6.00
Special Contracts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SAR County	0.00	0.00	1.75	0.00	0.00	0.00	0.00	9.50	6.75	10.00	0.00	0.00	0.00	30.50
SAR Title 3	0.00	0.00	2.00	10.75	40.50	22.00	18.50	34.75	9.00	4.00	4.00	30.00	0.00	171.50
<b>Total Overtime</b>	<b>71.25</b>	<b>40.75</b>	<b>43.75</b>	<b>12.25</b>	<b>28.75</b>	<b>78.75</b>	<b>44.75</b>	<b>77.75</b>	<b>98.75</b>	<b>78.25</b>	<b>25.25</b>	<b>25.25</b>	<b>0.00</b>	<b>600.25</b>
<b>Total Title 3</b>	<b>5.50</b>	<b>11.25</b>	<b>9.00</b>	<b>40.50</b>	<b>76.25</b>	<b>71.25</b>	<b>47.25</b>	<b>73.25</b>	<b>60.50</b>	<b>27.50</b>	<b>34.00</b>	<b>34.00</b>	<b>0.00</b>	<b>456.25</b>
<b>TOT HRS</b>	<b>2893.50</b>	<b>2968.75</b>	<b>2584.75</b>	<b>2572.50</b>	<b>2933.25</b>	<b>2833.50</b>	<b>2940.00</b>	<b>2904.00</b>	<b>2745.50</b>	<b>2765.75</b>	<b>2693.75</b>	<b>2693.75</b>	<b>0.00</b>	<b>30395.25</b>



# Stevenson Planning Commission Meeting

## Monday, November 9, 2020 6:00 PM

Held Remotely. Conference Call Info: (253) 215-8782 or (312) 626-6799 and PIN  
Online: <https://us02web.zoom.us/j/83482269900>

### Attending

- Planning Commission members PC Chair Valerie Hoy-Rhodehamel; Mike Beck, Jeff Breckel, Auguste Zettler, David Ray
- City Staff: Community Development Director Ben Shumaker
- Public attendees: Humaira Falkenberg, Brian McKenzie

**PC Chair Valerie Hoy-Rhodehamel opened the meeting at 6:01 p.m.**

### **A. Preliminary Matters**

#### **1. Public Comment Expectations: Chair Selects Public Comment Option for Meeting**

**Chair Hoy-Rhodehamel** asked participants to limit their comments to 3 minutes or less due to the length of the agenda and packet and Zoom's limitations.

#### **2. Minutes: October 12th, 2020 Planning Commission Meeting Minutes**

**MOTION** to accept minutes from October as presented was made by **Commissioner Breckel** with a second by **Commissioner Beck**.

- Voting aye: Commissioners **PC Chair Valerie Hoy-Rhodehamel, Mike Beck, Jeff Breckel, Auguste Zettler, David Ray**
- Voting no: None.

#### **3. Public Comment Period: (For items not located elsewhere on the agenda)**

**Community Development Director Ben Shumaker** shared information for participants on how to provide comments and mute/unmute their phones or microphones.

>**PC Chair Valerie Hoy-Rhodehamel** reported she would be using the Beta version of the Starlink satellite internet service at her residence.

No public comments were received.

### **B. New Business**

No new business was considered.

### **C. Old Business**

#### **4. Zoning Amendment: Increasing Residential Building Capacity**

**Shumaker** explained the information provided in the memo to Planning Commissioners as a continuation of the October 2020 PC discussion of text amendments for R3 multifamily district. He noted the Planning Commission had come to provisional agreements on 4 out of 5 text amendment policy discussions, with one area left to consider on Dimensional Flexibility within the R3 district.

The remaining question before the Commission focused mainly on the minimum front-yard setback and its relationship with vehicular/pedestrian sight distance.

Commission members held an extensive discussion where they reviewed a number of options. Safety of bicyclists and pedestrians using sidewalks was held to be critical. Various configurations of setbacks and sight lines, and existing City Public Works standards were considered. Adding graphics to clarify the amendment language was suggested.

>During the discussion Humaira Falkenberg provided public comment on harmonizing design and road standards. She encouraged reducing some street development requirements and the addition of staff flexibility within the Public Works standards to help achieve additional housing development.

An initial consensus was reached among Commission members approving a 15' setback for the first level of a building in the R3 multifamily zone, with a 10' setback for upper building levels. If the Public Works Director and the Zoning Administrator determine the pedestrian sight distance is not an issue, then the minimum setback required for the first level of the building would be 10'.

>Brian McKenzie offered public comment that as a developer he was waiting on Planning Commission changes before he began future building projects. He asked for and received clarification regarding the setbacks under discussion.

**Shumaker** then addressed two additional issues to be considered-eliminating the lot coverage standard and allowing of vegetable gardens and other plant-related uses within the usage section for R3 properties. The proposed change would have personal vegetable gardens allowed as an accessory uses as well as allowances for horticultural and nursery uses. All Commissioners agreed those changes were acceptable as drafted.

**MOTION: Commissioner Beck** moved to adopt the zoning code changes as presented in the packet with the addition allowing a 10' setback in upper levels in the R3 district, and allowing flexibility to preserve public safety, with a note to allow consideration for a reduced or increased setback as may be deemed necessary by the Administrator in the review of the project.

**Commissioner Zettler** provided a second.

>Prior to the vote Brian McKenzie asked for clarification regarding a definition of the second level. He noted posts are often used to support a second level.

**Shumaker** related there were no definitions in the present code. He suggested that Planning staff could develop language for two Planning Commissioners to review prior to sending the information to the City Council.

**Commissioner Zettler** explained the intent was to provide flexibility to allow more building space at the upper level while maintaining a safety triangle for a sight line. If posts obscure the site line of the triangle then the requirement is not met.

- Voting aye: **Chair Hoy-Rhodehamel; Commissioner Zettler, Breckel, Ray, Beck**
- Voting nay: **None**

## D. Discussion

### 5. Staff & Commission Reports:

#### Columbia Street Realignment

**Shumaker** shared information on work progress of the Columbia Street project. There will be a meeting with the consultants to review more of the brownfield investigations in area. Following

that a public meeting regarding the work will take place within the neighborhood. Information on the First Street Overlook and sidewalk project along First Street will also be discussed. **Shumaker** related he is anticipating a decision regarding a grant for sidewalk and paving along First Street. The decision is due by the end of November. **Commissioner Ray** asked to be provided with the project documents for his review.

**Shumaker** related he recently issued a zoning interpretation for an unlisted usage in a Trade District using the authority provided to him by the Planning Commission. He reviewed a proposal for a shed on a property used for multi-family purposes and determined it was an allowable accessory use. **PC Chair Valerie Hoy-Rhodehamel** expressed appreciation at seeing the process work as intended.

**6. Thought of the Month:**

Air Quality

**E. PC Chair Valerie Hoy-Rhodehamel** declared the meeting adjourned at 7:13 p.m.

DRAFT



# City of Stevenson

## Fire Department – Rob Farris, Chief

(509) 427-5970

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

To: Stevenson City Council  
From: Rob Farris, Fire Chief  
RE: Fire Department Update – November 2020  
Meeting Date: December 10<sup>th</sup>, 2020

### Executive Summary:

November was a relatively quiet month for the department. Volunteers were able to take advantage of a residential structure to train in during the month of November. A property owner on Atwell Street has been working with the Fire Department on doing a fire demolition training using a structure on his property. Firefighters from Stevenson and Carson have been able to train in real world situations using this structure. The structure was slated to be burnt on November 21<sup>st</sup> but the department decided to cancel the burn and reevaluate performing the training burn at a later date due to the Governor's most recent COVID-19 mandates. Due to the uptick in COVID cases in the county the Fire Department transitioned back in to doing weekly in-person training meetings as of 12/07/2020.

### WSRB Audit:

Both Stevenson Fire Department and Skamania County Fire District 2 were audited by Washington State Ratings Bureau (WSRB). This audit is used to set fire response ratings for commercial and residential property within our response jurisdiction. This audit is performed every 5 years. **This audit cycle both Stevenson Fire Department and SCFD 2 were able to improve their audit rating from a 6 to a 5.** A big contribution to the improved audit score is due to the presentation and efforts by Public Works Director Karl Russell. Karl's knowledge of the water system and his ability to explain the improvements made over the last 5 years were invaluable.

### Overview of Items:

- *COVID-19 Response:* Ongoing
- *New Fire Hall:* Ongoing
- *District AFG Grant:* Pre-construction conference completed. Tentative Delivery of new apparatus has been moved out until February 2021 due to supply chain issues related to COVID-19

### Drills/Training/Calls:

November Drills/Training – 38 Hours of volunteer training time

November Calls – 4 total

- 1 – Burn complaints
- 1 – Life Flight Landing
- 1 – Motor Vehicle Crash
- 1 – Commercial Vehicle Fire

**Action Needed:** None

November 23, 2020

Fire Chief Farris  
Stevenson Fire Department

Fire Chief Farris,

Washington Surveying and Rating Bureau (WSRB) has completed its evaluation of the fire protection capabilities of your community as they relate to fire insurance rating. It is our pleasure to inform you that the Protection Classification (PC) for the City of Stevenson has improved from Protection Class 6 to Protection Class 5, effective April 1, 2021.

A Protection Class (PC) 5 rating will apply to dwelling and commercial properties located within five road miles of a responding fire station and having standard fire hydrant distribution and water supply. Properties in the community not meeting the above requirements will receive a different PC rating. Protection Class ratings for individual dwelling and commercial properties are available free of charge by calling WSRB Customer Service at (206) 217-0101 or emailing [customerservice@wsrb.com](mailto:customerservice@wsrb.com). We recommend residents of your community contact their insurance agents to determine the relative effect this new community protection classification will have on their insurance premiums.

We wish to thank you and your staff for the cooperation during the evaluation.

Accompanying this letter, you will find a copy of the new Protection Class Report. This report shows the various items evaluated and points associated with each item. The points total for all items determines the Protection Class of the community.

This survey was not conducted for property loss prevention or for life safety purposes. The purpose was to gather information needed to determine a fire insurance relevant Public Protection Classification that may be used to develop fire insurance rates or loss costs. Our evaluation criterion incorporate many nationally recognized standards, such as those developed by NFPA, ICC and AWWA, and have been filed with and approved by the Washington State Office of the Insurance Commissioner.

If you have any questions, please let us know.

Sincerely,



Eric Cunningham  
Fire Protection Analyst  
206.273.7183  
[eric.cunningham@wsrb.com](mailto:eric.cunningham@wsrb.com)

Public discourse is typically healthy in generating ideas and views, even when the manner is not always agreed upon or the topics not ideal. However, it seems that members of the community have not been able to distinguish between personal and professional responsibilities and rights. Even worse, targeting of my family with aggression for any reason is not acceptable.

Despite any perceived flaws, my city-specific actions have been focused on creating a community with better services and avoiding this council's continued complacent and rubber stamp mentality. Although there are always better ways something could have been done, I stand by anything I have said professionally or personally.

I find it unfortunate that the greater Skamania county continues to, time and again, override the feelings of the population of the city of Stevenson. While their concern of the community as a whole is admirable, it is important to recognize each agency's autonomy and need to serve those they specifically represent. I would urge our community to continue to focus on the issues rather than the rhetoric of the day. If people are willing to to be offended by some correspondences and yet not be offended about the physical actions of others that put their neighbors in actual harm's way, what does that say about this community?

This council position has always made me feel proud to be a part of our community. While I would happily continue championing the causes I think are important for this community despite any and all criticisms, I draw the line with targeting my family. If this is what our community tolerates, I have nothing left to offer.

I resign from this council, knowing I had fought for others while trying to keep this community moving forward with society.

Matthew Knudsen



Leana Kinley <leana@ci.stevenson.wa.us>

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## Letter

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**Matthew Knudsen** <matthew.knudsen@ci.stevenson.wa.us>  
To: Leana Kinley <leana@ci.stevenson.wa.us>

Wed, Dec 9, 2020 at 3:23 PM

Yes.

As of today.

On Wed, Dec 9, 2020 at 2:50 PM Leana Kinley <leana@ci.stevenson.wa.us> wrote:

Matthew,

Do you want this included in the council packet? And what is the effective date of your resignation?

Thanks,

**Leana Kinley, EMPA, CMC**

City Administrator  
7121 E. Loop Rd/PO Box 371  
Stevenson, WA 98648-0371  
(509) 427-5970

On Wed, Dec 9, 2020 at 2:28 PM Matthew Knudsen <matthew.knudsen@ci.stevenson.wa.us> wrote:

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**Matthew Knudsen**

**City Council Member, Seat #5 | City of Stevenson, Washington**

**PO Box 371 | Stevenson, WA | 98648-0371**

**503-730-3827**

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Matthew Knudsen  
City Council Member, Seat #5 | City of Stevenson, Washington  
PO Box 371 | Stevenson, WA | 98648-0371  
503-730-3827

# CHECK REGISTER

City Of Stevenson

Time: 12:51:53 Date: 12/10/2020

11/20/2020 To: 12/10/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2946	12/10/2020	Claims	1	14811	A&J Select	14.18	Dawn Dish Soap
2947	12/10/2020	Claims	1	14812	Aramark Uniform Services	149.01	November 2020 Statement
2948	12/10/2020	Claims	1	14813	BSK Associates	3,440.00	November 2020 Water Testing; November 2020 WW Testing
2949	12/10/2020	Claims	1	14814	CM & WO Sheppard, Inc.	1,292.36	Cutoff Saw
2950	12/10/2020	Claims	1	14815	CenturyLink	184.62	November 2020 Fire Station Phone Services; November 2020 Transfer Station Phone Services; November 2020 WWTP Phone Services
2951	12/10/2020	Claims	1	14816	Centurylink Comm Inc	46.54	November 2020 Long Distance
2952	12/10/2020	Claims	1	14817	Chemtrac Systems, Inc.	430.00	Membrane cap with G holder x 2
2953	12/10/2020	Claims	1	14818	City of Stevenson	1,320.50	City Hall; Drinking Fountain; East End Irrigation; Grange Hall Irrigation; Rock Creek Irrigation; Sewer Lift Station; WWTP; Triangle Park
2954	12/10/2020	Claims	1	14819	Classy Glass	350.00	Window Cleaning
2955	12/10/2020	Claims	1	14820	Columbia Gorge Interpretive Center	11,972.07	2020 Hotel/Motel Tax Contract
2956	12/10/2020	Claims	1	14821	Columbia Hardware, Inc.	601.55	November 2020 Statement
2957	12/10/2020	Claims	1	14822	Columbia River Disposal	199.24	November 2020 Statement
2958	12/10/2020	Claims	1	14823	Drain-Pro	1,680.12	Jet Storm Drain - Rock Creek
2959	12/10/2020	Claims	1	14824	Susan L Ebben	200.00	Boot Allowance - Susan Ebben
2960	12/10/2020	Claims	1	14825	Gator Creek Gardens	185.77	Garden Soil & Flowers
2961	12/10/2020	Claims	1	14826	Gorge Networks	95.47	November 2020 WTP Broadband Service
2962	12/10/2020	Claims	1	14827	HD Fowler Company	559.28	Meter Boxes/Covers
2963	12/10/2020	Claims	1	14828	Hach Company, Inc	307.77	Chlorine, Bromcresol, Sulfuric Acid
2964	12/10/2020	Claims	1	14829	Invision II, LLC	2,227.87	Install Locking Office Entry Door
2965	12/10/2020	Claims	1	14830	Karl Russell	200.00	Boot Allowance - Karl Russell
2966	12/10/2020	Claims	1	14831	Les Schwab Tire Center	219.61	Replacement Tire for Man Lift
2967	12/10/2020	Claims	1	14832	Municipal Code Corp	225.00	Administrative Support Fee 12.1.20-11.30.21
2968	12/10/2020	Claims	1	14833	NAPA Auto Parts	30.01	November 2020 Statement
2969	12/10/2020	Claims	1	14834	Northern Safety Co., Inc.	213.41	Nitrile Gloves; Gloves/Safety Supplies for WWTP; Rubber Gloves for WWTP
2970	12/10/2020	Claims	1	14835	Office of State Treasurer - Cash Mgmt Di	898.60	December 2020 Remittance
2971	12/10/2020	Claims	1	14836	One Call Concepts, Inc.	22.47	November 2020 Statement
2972	12/10/2020	Claims	1	14837	PUD No 1 of Skamania County	3,514.29	Street Lights-November 2020 Statement; Ryan Allen Intake Stn-November 2020 Statement; Water Treatment Plant-November 2020 Statement; Hollstrom Rd County Well; 160 SW First Street-November 2020 Stamene
2973	12/10/2020	Claims	1	14838	Petty Cash	363.58	November 2020 Statement
2974	12/10/2020	Claims	1	14839	Port of Skamania County	79,221.51	Waterfront Enhancement TAC Funds
2975	12/10/2020	Claims	1	14840	QCL, Inc.	162.00	2021 EAP Renewal
2976	12/10/2020	Claims	1	14841	Radcomp Technologies	413.57	November 2020 IT Services
2977	12/10/2020	Claims	1	14842	Ricoh USA, Inc	581.69	Copies
2978	12/10/2020	Claims	1	14843	Skamania County Chamber of Commerce	34,393.32	COVID Expenses for Chamber & Businesses; November 2020 Contract/Reimbursables
2979	12/10/2020	Claims	1	14844	Skamania County Department of Public Wor	9,197.61	Underground Utilities for Russell Ave



# CHECK REGISTER

City Of Stevenson

Time: 12:51:53 Date: 12/10/2020

11/20/2020 To: 12/10/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2980	12/10/2020	Claims	1	14845	Skamania County Economic Development	5,265.00	2nd Half Annual Contract
2981	12/10/2020	Claims	1	14846	Skamania County Pioneer	267.02	R3 Zoning Text Amendment; Notice of Ordinance Adoption 1167 & 1169; November 2020 Publications
2982	12/10/2020	Claims	1	14847	Skamania County Probation	291.00	November 2020 Probation Costs - Rose, Devin Dra - 6Z0715979 - Maguire, Colin - CR0022238 - Tallman, Soma J - CR0022074 - Ray, David Greg - 5Z0220733 - Griffith, Steph - XZ0024545
2983	12/10/2020	Claims	1	14848	Skamania County Prosecutor	1,333.00	December 2020 Remittance
2984	12/10/2020	Claims	1	14849	Skamania County Sheriff	1,080.00	
2985	12/10/2020	Claims	1	14850	Skamania County Treasurer	16,258.10	December 2020 Remittance; December 2020 Remittance
2986	12/10/2020	Claims	1	14851	Solutions Yes, LLC	38.24	Copy Paper
2987	12/10/2020	Claims	1	14852	Stevenson Downtown Association	20,750.00	LTAC Operations October 2020; CARES Funding Reimbursement
2988	12/10/2020	Claims	1	14853	Stevenson Farmers Market	2,000.00	2020 LTAC Reimbursement
2989	12/10/2020	Claims	1	14854	Tribeca Transport LLC	5,908.42	Sludge Hauling
2990	12/10/2020	Claims	1	14855	US Bank Safekeeping	30.00	Novemer 2020 Monthly Maintenance Fees
2991	12/10/2020	Claims	1	14856	USA Bluebook	146.20	Manhole Covers
2992	12/10/2020	Claims	1	14857	Verizon Wireless	80.87	November 2020 Cell Phone Services
2993	12/10/2020	Claims	1	14858	WGAP Washington Gorge Action Program	11,076.61	2020 Contract Payment #3; CARES Funding for shelter supplies
2994	12/10/2020	Claims	1	14859	WSP USA, Inc	4,188.38	First Street Ped Amenities Overlook
2995	12/10/2020	Claims	1	14860	Waste Connections Vancouver District 2	9.72	Shredder Cart
2996	12/10/2020	Claims	1	14861	Wave Broadband	149.95	December Internet Services
2997	12/10/2020	Claims	1	14862	Woodrich, Kenneth B PC	2,382.00	
						60,155.94	001 General Expense Fund
						3,320.58	100 Street Fund
						131,358.40	103 Tourism Promo & Develop Fund
						9,197.61	309 Russell Ave
						4,188.38	311 First Street
						16,752.63	400 Water/Sewer Fund
						1,193.99	500 Equipment Service Fund
						226,167.53	Claims: 226,167.53

# CHECK REGISTER

City Of Stevenson

Time: 12:51:53 Date: 12/10/2020

11/20/2020 To: 12/10/2020

Page: 3

Trans Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

Claims Vouchers Reviewed By:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Auditing Committee (Councilmembers or Mayor)