

AGENDA
CITY OF STEVENSON COUNCIL MEETING
March 19, 2020
6:00 PM, City Hall
Conference call-in number 857-770-1439 PIN: 885 067 322#

Staff will be sanitizing City Hall prior to the meeting and requiring everyone wash their hands as they arrive. Attendance at City Hall is limited to ensure adequate social distancing is met.

Please submit any comments in writing ahead of the meeting to facilitate a remote meeting. Contact City Hall at 509-427-5970 or email leana@ci.stevenson.wa.us to submit comments or if you have questions or issues with attending remotely (connection challenges, etc.).

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

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

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

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

- a) Tourism Funding Contracts** - City Administrator Leana Kinley requests approval of the Tourism Funding contracts as detailed in the staff memo for a total of \$558,250. (p. 7)
- b) Liquor License Renewal**- Stevenson Farmers' Market and Stevenson Eagles 1744.

MOTION: To approve consent agenda items a & b.

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) *Public Comments Received Prior to the Meeting**-The City requested comments be sent in prior to the meeting to easier facilitate those who may be calling-in. Comments received prior to the meeting and printing of the council packet are attached. (p. 9)

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

- a) 6:10 - Chinidere Development Agreement** - If the parties are able to meet prior to the council meeting, Community Development Director Ben Shumaker will present a

revision to the Chinidere Development Agreement for council review and consideration. (p. 19)

- b) *6:15 - Second Reading Ordinance 2020-1157 Regarding Changes to Zoning -** Community Development Director Ben Shumaker presents last month's staff report and ordinance 2020-1157 amending the Stevenson zoning code (SMC Title 17); modifying where single-family detached dwellings and townhomes are allowed; clarifying use categories within SMC 17.13.010; and incorporating zoning interpretations conducted under SMC 17.12.020 for council review and discussion.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) Port of Cascade Locks -** A representative from the Port of Cascade Locks will be present to provide council with an update on the BreezeBy implementation and other projects at the Port.

7. URGENT ITEMS:

- a) *COVID-19 Response Update -** Staff will provide an update on the city's response to COVID-19. Current information can be found on the city's website ci.stevenson.wa.us. (p. 28)
- b) *Approve Resolution 2020-360 Ratifying Emergency Proclamation -** City Administrator Leana Kinley will present a resolution prior to the meeting ratifying Emergency Proclamation 2020-01 and providing temporary procedures to respond to the COVID-19 epidemic. (p. 33)

MOTION: To approve resolution 2020-360 ratifying emergency proclamation and providing temporary procedures to respond to the COVID-19 epidemic as presented/with changes as discussed.

8. UNFINISHED BUSINESS:

- a) Second Reading Ordinance 2020-1156 Revising SMC 13.04.060 -** City Administrator Leana Kinley presents ordinance 2020-1156 allowing the city to enter into contracts with lessees, in addition to property owners as currently allowed, to regulate sewer discharge for council review and approval. (p. 39)

MOTION: To approve ordinance 2020-1156 relating to and providing for the ability to contract with owner or non-owner sewer customers for regulating sewer discharge [as presented/with changes as discussed.]

- b) Second Reading Ordinance 2020-1155 Regarding Changes to the Engineering Standards -** City Administrator Leana Kinley presents ordinance 2020-1155 requiring updates to the Engineering Standards be adopted by ordinance and referred to the

Planning Commission on a case-by-case basis, as discussed at the December 19, 2019 council meeting, for council review and approval. (p. 42)

MOTION: To approve Ordinance 2020-1155 regarding changes to the Engineering Standards [as presented/with changes as discussed].

- c) Approve Interlocal Agreement for Building Inspection Services** - City Administrator Leana Kinley presents the attached agreement with Skamania County for Building Inspection Services for council discussion and consideration. (p. 45)

MOTION: To approve the interlocal agreement with Skamania County for Building Inspection services [as presented/with changes as discussed.]

- d) Sewer Plant Update** - An update on the Stevenson Wastewater System and the Compliance Schedule is provided in the attached memo. (p. 48)

- e) Downtown Plan Update** - Community Development Director Ben Shumaker will provide an update on the Downtown Plan and Implementation Schedule.

9. NEW BUSINESS:

- a) Approve Contract for Hegewald Well Treatment Improvements** - Public Works Director Karl Russell presents the attached memo and contract with Grayling Engineering for adding treatment to the Hegewald Well for council review and approval. (p. 50)

MOTION: To approve the contract with Grayling Engineering for Hegewald Well Treatment Improvements not to exceed \$19,600.

- b) Approve Fuel Tax Grant Agreement** - Public Works Director Karl Russell presents the attached grant agreement with the Washington State Transportation Improvement Board in the amount of \$112,927 for matching funds on the Russell Avenue project. (p. 62)

MOTION: To approve the Fuel Tax Grant Agreement in the amount of \$112,927.

- c) Approve Contract with Department of Commerce for Energy Grant** - City Administrator Leana Kinley presents the attached scope of work and draft contract for council review and consideration. It will provide a \$314,633 grant towards energy upgrades at City Hall and installation of smart water meters throughout the city. Commerce has been delayed in issuing contracts. The request to authorize the Mayor to sign the final contract is to prevent the need for a special meeting and allow the project to move forward. (p. 68)

MOTION: To authorize the Mayor to sign the final contract with Department of Commerce in the amount of \$314,633 for the Stevenson Water Meter Replacement & Lighting Upgrades project.

- d) Approve Water Meter Loan Agreement** - City Administrator Leana Kinley presents the attached agreement with Opus Bank for the matching funds related to the water meter and energy efficiency project in the amount of \$321,000. An estimate of the total cost, rates and payment schedule is also attached. (p. 94)

MOTION: To approve the loan agreement with Opus Bank in the amount of \$321,000.

- e) Approve Resolution 2020-358 Regarding Opus Bank** - City Administrator Leana Kinley presents the attached resolution authorizing the city to open an account for loan proceeds related to the water meter project with Opus Bank. (p. 126)

MOTION: To approve resolution 2020-358 regarding banking with Opus Bank.

- f) Approve Resolution 2020-357 Regarding Planning Fees** - Community Development Director Ben Shumaker presents the attached memo and resolution regarding the Planning Department application fees and miscellaneous charges. (p. 127)

MOTION: To approve resolution 2020-357 regarding planning department application fees and misc. charges.

- g) Approve Resolution 2020-359 Amending the Public Records Policy** - City Administrator Leana Kinley presents the attached resolution for council review and consideration. The policy was last revised in 2009 and the updates incorporate changes in law and removes all fees. (p. 132)

MOTION: To approve resolution 2020-359 amending the Public Records Policy.

- h) *Minutes** of the February 20, 2020 regular council meeting, revised. (p. 148)

MOTION: To approve the minutes of February 20,2020 as presented/with changes as discussed.

10. INFORMATION ITEMS:

- a) Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in February 2020. (p. 159)
- b) Financial Report** - City Administrator Leana Kinley presents the City's Treasurers' Report and year to date revenues and expenses for February 2020. (p. 161)
- c) Planning Commission Minutes** - Minutes are attached from the 2/10/20 Planning Commission meeting. (p. 183)
- d) Building Permits Issued** - A copy of recent building permits issued and other activity is attached for council review. Pending inspections from the City include 1 triplex (70%

complete), 4 cabins, and 6 single-family residences at various stages of completion. (p. 187)

e) Fire Department Report - A copy of the Stevenson Fire Department's report for February, 2020 is attached for council review. (p. 195)

f) Sheriff's Report - A copy of the Skamania County Sheriff's report for February 2020 is attached for council review. (p. 196)

11. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Karl Russell, Public Works Director
- b) Ben Shumaker, Community Development Director
- c) Leana Kinley, City Administrator (p. 202)

12. VOUCHER APPROVAL AND INVESTMENTS UPDATE: Will be provided prior to the meeting.

a) February 2020 payroll & March 2020 A/P checks have been audited and are presented for approval. February payroll checks 14244 thru 14252 total \$95,850.10 which includes EFT payments. A/P Checks 14253 thru 14296 total \$156,138.93 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting. (p. 213)

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. EXECUTIVE SESSION - City Council will convene in Executive Session under:

- a) RCW 42.30.110(1)(i) to discuss with legal counsel representing the agency litigation or potential litigation to which the agency is, or is likely to become, a party.

16. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

-April 16, 2020 (Thursday) - Council Meeting at 6pm

- April 25, 2020 (Saturday) - Stevenson Community Clean-up Day 8-12pm
- May 5, 2020 (Tuesday) - Stevenson Waterfront Discovery Day from 4-8pm
- May 7, 2020 (Thursday) - Health Fair at the Fairgrounds/Hegewald Center from 4-7pm
- May 16, 2020 (Saturday) - Columbia Gorge Interpretive Center 25th Anniversary
- June 26 & 27, 2020 (Friday and Saturday) - Gorge Blues and Brews
- August 1, 2020 (Saturday) - Dash and Splash at the Stevenson Community Pool

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF STEVENSON
AND WALKING MAN BREWING, LLC RE FOOLS FEST**

This Amendment is made and entered into this 19th day of March, 2020 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Walking Man Brewing, LLC, hereinafter referred to as “Walking Man”.

Recitals

- 1) WHEREAS, in December, 2019 the City Council approved the expenditure of the sum of \$2,500 in Lodging Tax Fund appropriations for marketing, advertising and promoting the Fools Fest event; and
- 2) WHEREAS, Walking Man will be celebrating their 20th anniversary this fall and requests the event be changed from Fools Fest held in April to an anniversary celebration held in October or November and requests a change to the contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that Sections of the Interlocal Agreement be amended as follows:

Key: Added language underlined
Deleted language ~~strikethrough~~

1. Performance. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Walking Man will plan and operate the ~~Fools Fest~~ 20th 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.

The parties ratify the above described Amendment in its entirety and accept the Agreement as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF STEVENSON

WALKING MAN

Scott Anderson, Mayor

Tabatha Wiggins, Owner

ATTEST:

Leana Kinley, City Administrator

Exhibit A

The 20th Anniversary event will be held at Walking Man Brewery on a Saturday in October/November from 2:00 pm to 10:00 pm. The event will feature local musicians through live music performances throughout the day, a silent auction to highlight local businesses and artists, food, craft beer, bubbles, lights and folly for all ages. We will have heaters and a fire, weather permitting, to create a cozy environment to celebrate the fall season in Stevenson. This will leverage our 20 years of experience in creating craft brews and hosting similar events.

By advertising for and promoting the event, we also promote Stevenson as a destination and encourage visitors to take advantage of all we have to offer. Our intent is to encourage out of town attendees to enjoy the weekend in our community, increasing overnight accommodations and commerce.



Please read and add the following to the public record.

1 message

Rick May <rick@mayandassociates.net>

Thu, Mar 19, 2020 at 11:00 AM

To: "annie.mchale@ci.stevenson.wa.us" <annie.mchale@ci.stevenson.wa.us>, Amy Weissfeld <amy.weissfeld@ci.stevenson.wa.us>, "scott.anderson@ci.stevenson.wa.us" <scott.anderson@ci.stevenson.wa.us>, Matthew Knudsen <matthew.knudsen@ci.stevenson.wa.us>, robert.muth@ci.stevenson.wa.us, Paul Hendricks <paul.hendricks@ci.stevenson.wa.us>, Pat Rice <easylivingpat@gmail.com>, Leana Kinley <leana@ci.stevenson.wa.us>, "bakerkrn@gmail.com" <bakerkrn@gmail.com>, Julie May <julie@creatingspirals.com>

Dear Stevenson City Council Members,

The four of us were planning to attend the Thursday City Council meeting to discuss the issues below. However, due to the coronavirus, it appears best we submit this written response. Please include this response and the attached addendums into public record. Our best wishes for handling this health crisis. Thank you for your efforts.

Instead of overwhelming Council with data, attached is info on a portion of the problems with Planning in digestible chunks. If you have questions or need further documentation, please call or email us. Attached is the attorney/client privileged exemption log from the City of Stevenson (Exhibit A). This log runs from August 30th, 2019 to the end of February 2020. A total of at least 11 of the 27 communications pertain to our May/Rice-Rutledge Boundary Line Adjustment (BLA 2019-05).

These communications on the BLA included Ben Shumaker, City Attorney Ken Woodrich, Stephen DiJulio and Tacy Hass. Stephen and Tacy are Seattle Attorneys from the law firm of Foster Garvey. As seen in the billing records (Exhibit B), Stephen is charging the City \$580 per hour, while Tacy is charging \$350. To give you reference, Ken Woodrich charges the city less than 1/3rd of Stephen's amount at \$180 per hour.


This is the simplest of BLA's where property lines are being moved to allow a larger buffer between homes. We appealed the Planning Director's seven additional requirements on February 11th, since all requirements are not supported by facts, code or law. In fact, three of the requirements were already thrown out by the Hearing Officer when the Officer approved our first BLA (BLA 2014-04) All seven new requirements will be summarily thrown out if the City brings this to a hearing, as we have confirmed with our Land Use Attorney.

This BLA has followed the pattern seen in earlier proceedings. (1) An application is submitted to Planning. (2) Planning does not answer the application in the required time frame. (3) When finally answered, Planning's requirements have no legal basis. (4) The applicant appeals the Planner's ruling. (5) Planning does not answer the appeal for months, nor contacts the applicant to resolve the issue. (6) Planning incurs large attorney bills from our public funds seeking guidance to defend the case. (7) The case goes in front of a Hearings Officer and the Officer throws out the requirements and approves the application. (8) The BLA is recorded. For BLA 2014-04, a process that should have taken weeks took over 1.5 years, while the current application is in its eight-month without resolution.

We could easily sit down with the City and solve the problem, like we have offered, and every other regional Planning Director does. Planning simply ignored our request. Instead the City decided to pay thousands of dollars of public funds to expensive out of area Attorneys to figure out how to defend Planning's unsupportable BLA requirements. Is this "lawyering up at public expense" appropriate for a Planning Department that fairly applies code? Past Hearing Examiner rulings, history, City Administrator written directions and this BLA proceeding will give you the answer. Our request to City Council is simple, *watch this case*. Notice the pattern, the lack of legal basis, along with the waste of taxpayer and your neighbors money and resources. Become aware of the history of similar cases and other planning issues. Discover the facts; they will speak for themselves. Thank you.

Karen Rutledge, Julie F. May, Rick May and Pat Rice
503-341-2932 / 503-201-9460

2 attachments

 **Exhibit A - Exception Log.xlsx**
12K

 **Exhibit B - Seattle Attorney Bill #1.pdf**
173K

Exemption Log

Document Type/Description	Date	Author	Recipient (including CC's)	Exemption/Explanation*	Pages
Email FW: Message from "RNP0026732F6E1B" (1-8.30.19)	8/30/2019	Ben Shumaker, Community Development Director	Ken Woodrich, City Attorney; Leana Kinley, City Administrator; Eric Hansen, Public Works Director; Karl Russell, Building Inspector	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
Email RE: Message from "RNP0026732F6E1B" (2-8.30.19)	8/30/2019	Ken Woodrich	Ben Shumaker, Leana Kinley, Eric Hansen, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: Message from "RNP0026732F6E1B" (3-8.30.19)	9/3/2019	Ben Shumaker	Ken Woodrich, Leana Kinley, Eric Hansen, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email FW: Proposed covenant for May/Rutledge BLA (4-10.21.19)	10/21/2019	Ben Shumaker	Ken Woodrich, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: Proposed covenant for May/Rutledge BLA (5-10.23.19)	10/23/2019	Ken Woodrich	Ben Shumaker, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: Proposed covenant for May/Rutledge BLA (6-10.23.19)	10/23/2019	Ben Shumaker	Ken Woodrich, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	2
Email (7-10.23.19)	10/23/2019	Ken Woodrich	Steve DiJulio, Foster Garvey; Ben Shumaker, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email FW: Message from "RNP0026732F6E1B" (8-10.23.19)	10/23/2019	Ken Woodrich	Steve DiJulio, Ben Shumaker, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
Email RE: Message from "RNP0026732F6E1B" (9-10.23.19)	10/23/2019	Ben Shumaker	Ken Woodrich, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	4
Email RE: (10-10.23.19)	10/23/2019	Steve DiJulio	Ken Woodrich, Ben Shumkaer, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1

Exemption Log

Email FW: Message from "RNP0026732F6E1B" (11-10.24.19)	10/24/2019	Ken Woodrich	Steve DiJulio, Ben Shumaker, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	4
Email RE: Message from "RNP0026732F6E1B" (13-10.24.19)	10/24/2019	Steve DiJulio	Ben Shumaker, Ken Woodrich, Leana Kinley, Eric Hansen, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email FW: Message from "RNP0026732F6E1B" (14-10.24.19)	10/24/2019	Steve DiJulio	Leana Kinley, Eric Hansen, Karl Russell, Ken Woodrich; Tacy Hass, Foster Garvey	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email FW: Message from "RNP0026732F6E1B" (15-10.25.19)	10/25/2019	Leana Kinley	Steve DiJulio, Eric Hansen, Karl Russell, Ken Woodrich, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
Email RE: Message from "RNP0026732F6E1B" (16-11.22.19)	11/22/2019	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
Email RE: Message from "RNP0026732F6E1B" (17-12.26.19)	12/26/2019	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	4
OfficialDecision(BLA2019-05) word document; draft	12/18/2019	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Karl Russell	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.280	7
Email (18-12.26.19)	12/26/2019	Steve DiJulio	Ben Shumaker, Ken Woodrich, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
OfficialDecision(BLA2019-05) word document; draft	12/26/2019	Steve DiJulio	Ben Shumaker, Ken Woodrich, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.280	7
Email May Appeal to City Decision (19-2.13.20)	2/13/2020	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: May Appeal to City Decision (20-2.13.20)	2/13/2020	Steve DiJulio	Ben Shumaker, Ken Woodrich, Leana Kinley	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1

Exemption Log

Email RE: May Appeal to City Decision (21-2.14.20)	2/14/2020	Steve DiJulio	Ben Shumaker, Ken Woodrich, Leana Kinley, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: May Appeal to City Decision (22-2.28.20)	2/28/2020	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1
Email RE: May Appeal to City Decision (23-2.28.20)	2/28/2020	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	3
History.pdf, attorney work product	2/28/2020	Ben Shumaker	Steve DiJulio, Ken Woodrich, Leana Kinley, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	8
Email RE: May Appeal to City Decision (24-2.28.20)	2/28/2020	Steve DiJulio	Ben Shumaker, Ken Woodrich, Leana Kinley, Tacy Hass	Attorney/Client privileged communication RCW 5.60.060(2); RCW 42.56.290	1

Foster Garvey

1111 Third Avenue, Suite 3000
Seattle Washington 98101
206.447.4400
Tax ID #91-0876461

RECEIVED

FEB 08 2020

BY: _____

Leana Kinley
City Administrator
City of Stevenson
7121 E. Loop Road
P.O. Box 371
Stevenson, WA 98648

Invoice No. 2740259
Invoice Date January 28, 2020
Account ID 207790.1
Billing Attorney P. DiJulio

Matter Description: General

Fees	\$ 2,807.70
Costs	\$ 0.00
Total Current Billing	\$ 2,807.70

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558,60,41.00

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Seattle Washington 98101
206.447.4400
Tax ID #91-0876461

Leana Kinley
City Administrator
City of Stevenson
7121 E. Loop Road
P.O. Box 371
Stevenson, WA 98648

Invoice No. 2740259
Invoice Date January 28, 2020
Account ID 207790.1
Billing Attorney P. DiJulio

Matter Description: General

Professional services rendered through December 31, 2019

Date	Timekeeper	Description	Hours	Amount
12/03/19	P. DiJulio	Follow-up with planning director on current approach to BLA adjustment	0.10	58.05
12/04/19	T. Hass	Telephone call with S. DiJulio and Ben Shumaker regarding BLA application and takings questions	0.30	105.00
12/05/19	T. Hass	Begin to review BLA application materials and other information provided by Ben Shumaker	0.50	175.00
12/06/19	T. Hass	Begin to review and analyze case law regarding regulatory takings in Washington with respect to Stevenson issue	1.80	630.00
12/19/19	T. Hass	Continue to review and analyze takings case law in the context of the BLA application presented by the City; begin to summarize responses to the City's questions regarding the same	1.50	525.00
12/26/19	T. Hass	Continue to review and analyze case law regarding takings; summarize and email to S. DiJulio with respect to questions posed by Ben Shumaker on BLA application	1.60	560.00
12/26/19	P. DiJulio	Further attention to Rice-May lot line adjustment issues and email correspondence to client regarding same	1.10	638.55

January 28, 2020
Invoice No. 2740259
Account ID: 207790.1
Matter Description: General



Date	Timekeeper	Description	Hours	Amount
12/27/19	P. DiJulio	Follow-up telephone conference with planning director regarding Rice-May lot line adjustment decision	0.20	116.10

Total for Legal Services **\$2,807.70**

Summary for Professional Services

Timekeeper	Hours	Rate	Amount
P. Stephen DiJulio	1.40	580.50	812.70
Tacy Hass	5.70	350.00	1,995.00
	<u>7.10</u>		<u>2,807.70</u>

Total Current Billing **\$ 2,807.70**



RECEIVED

DEC 13 2019

BY: _____

1111 Third Avenue, Suite 3000
Seattle Washington 98101
206.447.4400
Tax ID #91-0876461

Mary Ann Duncan-Cole
City Administrator
City of Stevenson
7121 E. Loop Road
P.O. Box 371
Stevenson, WA 98648

Invoice No. 2734754
Invoice Date December 9, 2019
Account ID 207790.1
Billing Attorney P. DiJulio

Matter Description: General

Fees	\$ 883.55
Costs	\$ 0.00
Total Current Billing	\$ 883.55

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 Seattle Washington 98101
 206.447.4400
 Tax ID #91-0876461

Mary Ann Duncan-Cole
 City Administrator
 City of Stevenson
 7121 E. Loop Road
 P.O. Box 371
 Stevenson, WA 98648

Invoice No. 2734754
 Invoice Date December 9, 2019
 Account ID 207790.1
 Billing Attorney P. DiJulio

Matter Description: General

Professional services rendered through November 30, 2019

Date	Timekeeper	Description	Hours	Amount
10/24/19	P. DiJulio	Move to new matter: Attention to email from client and telephone conference with city attorney; further emails with client regarding background for current issues involving street standards application	0.50	290.25
11/18/19	P. DiJulio	Work with T. Hass on BLA issues and road improvement standards; telephone conference with planning director regarding same	0.60	348.30
11/18/19	T. Hass	Telephone call with Ben Shumaker regarding lot line adjustment application and easement	0.70	245.00
Total for Legal Services				\$883.55

Summary for Professional Services

Timekeeper	Hours	Rate	Amount
P. Stephen DiJulio	1.10	580.50	638.55
Tacy Hass	0.70	350.00	245.00
	<u>1.80</u>		<u>883.55</u>

December 9, 2019
Invoice No. 2734754
Account ID: 207790.1
Matter Description: General

Foster
Garvey

Total Current Billing \$ 883.55



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: March 13th, 2020
SUBJECT: Zoning Code Amendment – Trade Districts Code Update

Introduction

This memo summarizes a potential amendment to the City of Stevenson Zoning Code. The amendment is proposed by the City's administrative leadership team and seeks to 1) prohibit new Single-Family Detached Dwellings, Manufactured Homes, and Modular Homes in the C1 Commercial District, 2) codify a recent zoning interpretation allowing conditional use approval for Townhomes in the CR Commercial Recreation District, 3) codify a recent zoning interpretation allowing conditional use approval for and Cultural Attractions in the C1 District, 4) allow Townhomes as principal uses in the C1 District, 5) allow certain Murals as permitted uses in the C1, CR, and M1 Light Industrial districts, and 6) place a minimum height standard on new downtown buildings. As it relates to the prohibition of single-family detached dwellings, the timing of this amendment is intended to address the expiration of the current temporary moratorium on these uses in the C1 District.

The Planning Commission has reviewed this amendment on 2 occasions, but has not yet provided a recommendation to the City Council. As a result no action is expected at this meeting.

Single-Family Detached Dwellings

Since December 6th, 2018, new single-family detached dwellings have been prohibited in the C1 District by virtue of a moratorium enacted and extended by the City Council. The moratorium is set to expire on May 16th, 2020. The moratorium was originally enacted in response to a prospective development. The property on which that development was proposed has since been permitted to construct a tri-plex and construction is underway. The proposed ordinance would replace the temporary moratorium with an outright prohibition.

This continues a previous City discussion during which it was decided to hold action until issues related to the moratorium were more settled. As proposed previously, the amendment:

- 1) Adopts a definition for "Dwelling Unit" which aligns with the definition of the International Building Code.
- 2) Removes "Townhome" and "Detached Single-Family Dwelling" from a nest under Single-Family Dwelling"
- 3) Amends the Use Category for Single-Family Detached Dwelling to nest the categories for "Manufactured Home" and "Modular Home" within that category. Doing so accommodates a state preemption.
- 4) Deletes the Use Category for "Two-Family Dwelling" as redundant.
- 5) Creates a new use category for "Legacy Homes" to distinguish between new and existing homes.
- 6) Amends the Use Tables of SMC 17.15.040 and SMC 17.25.040 to reflect the changes above.

Additionally, the current draft 1) amends the Density Table in SMC 17.25.050 to remove requirements related to single-family dwellings and 2) amends the Dimensional Table in SMC 17.25.060 to allow future modifications to existing single-family detached dwellings or "Legacy Homes". Ongoing Planning Commission discussion of this topic is focusing on owners' ability to change of use/occupancy of existing legacy homes.

Zoning Interpretations

The following interpretations of use tables by the Zoning Administrator have been incorporated in this proposal:

ZON2019-03 – Cultural Attraction Uses in the C1-Commercial District: “In the C1 Commercial District, Cultural Attraction uses shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1. Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses.”

ZON2019-04 – Townhome Uses in the CR Commercial Recreation District: “In the CR Commercial District, the Townhome use shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1. Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses.”

Murals

Finally, 2019 saw the Planning Commission review and approve 2 conditional use permits for murals proposed by the Stevenson Downtown Association (SDA). The amendment proposal creates a new category of mural and would allow staff to administratively approve murals of that type while reserving the Planning Commission’s authority to review murals not qualifying as the new type. Discussion leading to this proposal was initiated by the SDA after the review of their second mural and the change is supported by Mayor Anderson.

Building Height

A new regulation requiring a minimum building height is also under consideration. This height (drafted as, 16’) would discourage installation of shipping containers in-lieu of new building construction. For visualization purposes, El Rio is ~16’ in height.

Planning Commission Guidance

The Stevenson Planning Commission has not yet made a recommendation to the City Council on this proposal. At their February meeting, the Planning Commission advised staff to take a moderate approach to community involvement. This approach would exceed the bare minimum required for any amendment to the Zoning Code by 1) conducting direct staff outreach to downtown owners potentially impacted by the single-family residential prohibition, and holding an additional public hearing before the Planning Commission prior to making a recommendation.

The Planning Commission also requested additional options for dealing with the mural request, including 1) reducing fees for murals proposed by non-profit agencies and 2) providing public notice of murals and welcoming comments for City staff—instead of Planning Commission—consideration as part of a Mural’s permitting process.

Additional changes to the attached draft are likely in the Planning Commission’s recommendation, if one is made.

Next Steps

Depending on the Planning Commission’s actions, the City Council could expect to review this topic for action at its April meeting.

Prepared by,

Ben Shumaker
Community Development Director

Attachment

- March Draft Ordinance 2020-1157

**CITY OF STEVENSON
ORDINANCE 2020-1157**

AMENDING THE STEVENSON ZONING CODE (SMC TITLE 17); MODIFYING WHERE SINGLE FAMILY DETACHED DWELLINGS AND TOWNHOMES ARE ALLOWED; CLARIFYING USE CATEGORIES WITHIN SMC 17.13.010; AND INCORPORATING ZONING INTERPRETATIONS CONDUCTED UNDER SMC 17.12.020.

WHEREAS, the City of Stevenson **TBD**;

WHEREAS, the amendment process related to the changes to single-family development in the downtown area was guided by and conducted with knowledge of the Tactic 4.3-4 of the Stevenson Comprehensive Plan, and the City Council is satisfied this ordinance does not conflict with the suggestive text (e.g., “consider” and “such as”) of that Tactic; and

WHEREAS, the following use interpretations conducted under SMC 17.12.020 have been reviewed for inclusion in the periodic amendment included in this ordinance:

- ZON2019-03 related to Cultural Attractions in the C1 Commercial District,
- ZON2019-04 related to Townhomes in the CR Commercial Recreation District; 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 – The following definition shall be added as SMC 17.10.275 – Dwelling Unit:

“Dwelling Unit” means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Section 2 – The definition of Mural at SMC 17.10.738(5), originally adopted through Section 1.D.1.5 of Ordinance 2017-1103 shall be amended by adding the underlined text as follows:

5. a. “Mural” or “Type 1 Mural” means any sign depicting a decorative design or scene intended to provide visual enjoyment that is painted or placed on an exterior building wall and contains no commercial message, logo, symbol, or graphic, provided that, when placed on a residential structure, such depiction is not considered a mural or intended to be regulated under this code.

b. “Type 2 Mural” means any Mural as defined above which is 1) located in a Trade District and 2) proposed and maintained by the City of Stevenson, the Stevenson Downtown Association, or a non-profit representing the interests of the Stevenson business community.

Section 3 – Use 1. of SMC Table 17.13.010-1 Residence or Accommodation Uses, originally adopted through Section 3.B.2 of Ordinance 2017-1103 and amended by Section 2.A of Ordinance 2017-04 and Section 1 of Ordinance 2019-1141, shall be amended by deleting the ~~struck through~~ text and adding the underlined text as follows:

<p>1. Dwelling Unit</p>	<p><u>Any building that contains one or more dwelling units [SMC 17.10.275] used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes. An independent living unit within a building, designed and intended for occupancy by not more than one family and having its own housekeeping, kitchen, sleeping and bathroom facilities.</u></p>	<p><u>SMC 17.10.275</u></p>
<p>a. Single-Family <u>Detached</u> Dwelling</p>	<p><u>A single detached building containing one dwelling unit. Single-family detached dwellings exclude Mobile Home and include stick-built homes as well as the following types:</u></p> <p><u>1. "Manufactured Home". A single-family detached dwelling built according to the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home: (i) includes plumbing, heating, air conditioning, and electrical systems; (ii) is built on a permanent chassis; (iii) can be transported in one or more sections with each section at least 8 feet wide and 40 feet long when transported, or when installed on the site is 320 square feet or greater, and (iv) when sited, is designed to be permanently connected to required utilities.</u></p> <p><u>2. "Modular Home". A factory assembled structure designed primarily for use as a dwelling when connected to the required utilities. A Modular Home (i) includes plumbing, heating and electrical systems contained therein, (ii) does not contain its own running gear, (iii) must be mounted on a permanent foundation, and (iv) shall conform to the structural design requirements of the local jurisdiction. A modular home does not include a travel trailer, mobile home or manufactured home.</u></p> <p><u>Single-family dwellings are distinguished by the following types:</u></p> <p><u>1. "Single-Family Detached Dwelling" is a single detached building, which term shall include manufactured home and modular home, containing one dwelling unit.</u></p> <p><u>2. "Townhome" is a dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units 1) share one or more common walls at the lot line, 2) are on separate lots, and 3) have separate entrances. Other common terms for this use include townhouse, brownstone, row house, etc.</u></p>	<p><u>RCW 35A.21.312, RCW 35A.63.146, RCW 43.22A, RCW 59.20.030, WAC 296-150M, SMC 17.40.120</u></p> <p><u>RCW 43.22, RCW 46.04.303, WAC 296-150F</u></p> <p><u>SMC 17.38.085</u></p>
<p>b. <u>Manufactured Home</u></p>	<p><u>A single-family detached dwelling built according to the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act, which is a national preemptive building code. A manufactured home: (1) includes plumbing, heating, air conditioning, and electrical systems; (2) is built on a permanent chassis; (3) can be transported in one or more sections with each section at least 8 feet wide and 40 feet long when transported, or when installed on the site is 320 square feet or greater, and (4) when sited, is designed to be permanently connected to required utilities.</u></p>	<p><u>RCW 35A.21.312, RCW 35A.63.146, RCW 43.22A, RCW 59.20.030, WAC 296-150M, SMC 17.40.120</u></p>

e.	Modular Home	A factory assembled structure designed primarily for use as a dwelling when connected to the required utilities. A Modular Home (1) includes plumbing, heating and electrical systems contained therein, (2) does not contain its own running gear, (3) must be mounted on a permanent foundation, and (4) shall conform to the structural design requirements of the local jurisdiction. A modular home does not include a travel trailer, mobile home or manufactured home.	RCW 43.22, RCW 46.04.303, WAC 296-150F
d.	Mobile Home	A factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Act. Mobile home does not include recreational vehicles, travel trailers, modular homes, or manufactured homes.	RCW 43.22A, RCW 59.20.030
e.	Travel Trailer	A trailer built on a single chassis transportable upon the public streets and highways that is designed to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.	
f.	Accessory Dwelling Unit (ADU)	An ancillary (i.e., secondary) dwelling unit located on the same legal lot as a primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex unit, it is clearly subordinate to the primary dwelling in terms of size, use and appearance, and may be located in zoning districts which do not otherwise allow Multi-Family Dwellings.	RCW 35A.63.230, RCW 43.63A.215, SMC 17.40.040
g.	Two-Family Dwelling	A building containing 2 dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances.	
h.	Multi-Family Dwelling	A building containing <u>2</u> or more dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances. Multi-family dwelling also includes apartments, cluster-type housing, condominiums, <u>duplexes</u> , and multiple dwellings or groups of structures on a single lot.	
i.	Temporary Emergency, Construction or Repair Residence	A residence (which may be a mobile home or travel trailer) that is: (1) located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by the persons displaced by such disaster; or (2) located on the same lot as a residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed; or (3) located on a nonresidential construction site and occupied by persons having construction or security responsibilities over such construction site. However, no such temporary emergency, construction or repair residence shall be inhabited for more than 6 months, unless authorized by the Planning Commission.	
j.	<u>Townhome</u>	<u>A dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units (1) share one or more common walls at the lot line, (2) are on separate lots, and (3) have separate entrances. Other common terms for this use include townhouse, brownstone, row house, etc.</u>	
k.	<u>Legacy Home.</u>	<u>A building existing on, and continually occupied as a single-family detached dwelling since January 1st, 2020 and located in a district which</u>	

has prohibited development of new single-family detached dwellings. When allowed as a permitted use, a Legacy Home shall not be considered a nonconforming use and may be renovated, rebuilt, and/or expanded without consideration of SMC 17.44 – Nonconforming Uses, provided, however, that SMC 17.44.030 – Effect of Nonconforming Use Abandonment shall apply.

Section 4 – The use category for “Dwelling Units”, in SMC Table 17.15.040-1 Residential Districts Use Table, originally adopted through Section 5.D.2.1 of Ordinance 2017-1103 and amended by Section 3.A.1 of Ordinance 2017-04, shall be amended by deleting the ~~struck-through~~ text, adding the underlined text, and moving text which is doubly struck-through/underlined, as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

Table 17.15.040-1 Residential Districts Use Table

Use	R1	R2	R3	MHR	SR
Residence or Accommodation Uses					
Dwelling Unit					
Single-Family Detached Dwelling	P	P	P	P	P
Townhome (SMC 17.38.085)	=	=	P	=	=
- Manufactured Home	P	P	P	P	P
- Modular Home	P	P	P	P	P
Mobile Home	X	X	X	P	X
Travel Trailer	-	-	-	-	X
Accessory Dwelling Unit (SMC 17.40.040)	A	-	-	-	A
- Two-Family Dwelling	C¹	P	P	C¹	C¹
Multi-Family Dwelling	C ¹	<u>P/C¹</u>	P	C ¹	C ¹
Temporary Emergency, Construction or Repair Residence	C ²	C ²	C ²	-	C ²
<u>Townhome (SMC 17.38.085)</u>	<u>=</u>	<u>=C⁸</u>	<u>P</u>	<u>=</u>	<u>=</u>

1-Conditional Use Permits for Multi-Family Dwellings which exceed the maximum number of dwelling units allowed in SMC Table 17.15.050-1 ~~these uses~~ are only considered when submitted as part of an R-PUD proposal under SMC 17.17-Residential Planned Unit Developments.

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.

Section 5 – The use categories for “Dwelling Units”, “Professional Office” and Cultural Attraction” in SMC Table 17.25.040-1 Trade Districts Use Table, originally adopted through Section 9.D.2.1 of Ordinance 2017-1103 and amended by Section 5 of Ordinance 219-1141, shall be amended by deleting the ~~struck-through~~ text and adding the underlined text as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

Table 17.25.040-1 Trade Districts Use Table

Use	CR	C1	M1
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Residence or Accommodation Uses				
Dwelling Units				
	Single-Family Detached Dwelling	-X	PX	-X
-	Manufactured Home	-	P	-
-	Modular Home	-	P	-
	Multi-Family Dwelling	C ¹	P	-
	Temporary Emergency, Construction or Repair Residence	-	C ²	-
	<u>Townhome</u>	<u>C¹⁴</u>	<u>P¹⁴</u>	
	<u>Legacy Home</u>	-	<u>P</u>	-
General Sales or Service Uses				
	Professional Office	-	P	A/C ¹³
Arts, Entertainment, and Recreation Uses				
	Cultural Attraction	P	C	-

14-Townhomes in the CR and C1 District must comply with SMC 17.38.085.

Section 6 – The standards in SMC Table 17.25.050-1 Trade Density Standards, originally adopted through Section 7.E.1.1 of Ordinance 2017-1103, shall be amended by deleting the ~~struck through~~ text as follows.

Table 17.25.050-1: Trade Density Standards

District	Use	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage
CR	All	10,000 sf	-	-	35%
C1	General <u>All</u>	0 sf ¹	0 ft	0 ft	100% ²
-	Single-Family Dwelling	6,000 sf	60 ft	100 ft	50%
M1	All	0 sf	-	-	60%

1- Except for multi-family dwellings which require 1,200 sf per unit.

2- Except for residential uses on the first floor above grade, which are limited to 50% of lot area.

Section 7 – The standards in SMC Table 17.25.060-1 Trade Dimensional Standards, originally adopted through Section 7.F.1.3 of Ordinance 2017-1103, shall be amended by deleting the ~~struck through~~ and adding the underlined text as follows.

Table 17.25.060-1: Trade Dimensional Standards

District	<u>Minimum Height of Building</u>	Maximum Height of Building	Minimum Setbacks				Maximum Setbacks		
			Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot	Front	Side, Street

CR	<u>n/a</u>	35 ft ¹	25 ft	0 ft ^{2,3}	20 ft	0 ft ^{2,3}	20 ft	-	-
C1	<u>16 ft</u>	50 ft ⁴	0 ft ⁵	0 ft ^{2,6}	-	0 ft ²	-	10 ft ^{7,8}	10 ft ⁹
M1	<u>n/a</u>	35 ft	15 ft	5 ft	-	0 ft ²	-	-	-

1 - A greater height may be allowed by the Planning Commission; provided it does not interfere with the views of a substantial number of upland properties which are presently residential or have a potential for residential development and there is an overriding public interest in allowing a greater height. For each 10 ft increase in height that is allowed, there shall be an additional setback or stepback of 15 ft from any property line.

2 - Except in Zone Transition Areas where the minimum setback shall be the same as any adjoining more restrictive district.

3 - Except for multiple residential dwelling ~~units~~ adjoining a nonresidential use where the minimum setback shall be 20 ft.

4 - 35 ft for multi-family dwellings and legacy homes ~~single family and multi-family dwellings~~.

5 - 15 ft for legacy homes ~~single family dwellings~~.

6 - 5 ft for legacy homes ~~single family dwellings~~.

7 - 20 ft for legacy homes ~~single family dwellings~~.

8 - Automobile service stations are exempt from the maximum front yard requirement.

9 - Legacy Homes Single Family residential construction may have a greater setback.

Section 8 – The section of SMC Table 17.25.145-1 Allowed Signage related to “Sign Type”, originally adopted through Section 7.K.1.1 of Ordinance 2017-1103, shall be amended by adding the underlined text as follows. All other portions of SMC Table 17.25.145-1 shall remain in effect without amendment:

Table 17.25.145-1: Allowed Signage

	CR	C1	M1
Sign Type			
Community Information Sign	P	P	P
Dilapidated Sign	X ²	X ²	X ²
Mural, <u>Type 1</u>	C	C	C
<u>Mural, Type 2</u>	<u>P</u>	<u>P</u>	<u>P</u>
Off-Premises Sign	X	X	X
Sign Placed by a Governmental Agency	P	P	P
Sign of Outstanding Design	C	C	X

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.

Section 9 – 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 March 19th, 2020.

SIGNED:

ATTEST:

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich
City Attorney

City of Stevenson

Temporary City Policy: Response to COVID-19

Mayoral Order

By Order of the Mayor of the City of Stevenson:

The purpose of this temporary policy is to recognize that the novel coronavirus, also known as COVID-19, may impact the City of Stevenson locally. Our employees are at the forefront of our concern as we work to adapt quickly to this emerging public health threat and navigate new business practices in order to continue to serve our community to the best of our abilities.

General Policy:

The City of Stevenson is following the guidance of the Washington State Department of Health (WA DOH) and the Centers for Disease Control (CDC). The City is adhering to the recommendations of these agencies regarding preventative measures including social distancing, quarantines, and possible curtailment of non-essential City functions. The City will continue to adjust as the recommendations of these agencies change.

This policy applies to all employees, and specifically those who fall into one of the following categories:

1. An employee or an employee's dependent or household member who is under observation, being monitored or has been diagnosed with COVID-19;
2. An employee or a household member who falls into one of the categories identified by the CDC as being at high risk for serious complications from COVID-19 and has been advised by a medical professional or public health authority not to leave their home or come to work;
3. The school or daycare center of an employee's dependent has closed due to COVID-19;
4. Supportive services for an employee's dependent (such as medical transportation, in-home care providers, etc.) are unavailable due to COVID-19 which requires them to care for that dependent;
5. Public or alternative transportation is unavailable due to COVID-19 and an employee is unable to travel to and from work; OR
6. In the event that the CDC or WA DOH directs the City to take advanced steps such as social distancing, quarantines or curtailment of non-essential City functions, this policy would then pertain to all but a few staff providing essential services.

Policy Guidelines:

1. Employees who fall into one of the six General Policy categories above and cannot telecommute may use Payroll Code (Hours Type) 'Administrative Leave' and Reason Code 'COVID-19 Absence' to account for the absence.
 - a. Reason Code 'COVID-19 Absence' will pay an employee's regular wage without utilizing leave accruals.
 - b. This Reason Code does not identify whether or not an employee is ill; but instead

is used for the sole purpose of tracking expenses associated with the City's response to COVID-19,

- c. If employees utilize Reason Code 'COVID-19 Absence' they must complete the Coronavirus / COVID-19 Absence Form (see attachment A) and turn it in to their direct supervisor before submitting a timecard with this reporting category.
 - d. The direct supervisor will then forward the completed form to payroll via email: anders@ci.stevenson.wa.us Supervisors shall *not* retain a copy of this form in their supervisor file.
2. Employees who do not fall into one of the six categories listed in the General Policy section above must utilize their accruals per the City's existing policies or procedures if they wish to be absent from work.
3. Telecommuting Option: If an employee meets one of the six General Policy categories but is not ill.
 - a. The employee shall first attempt to utilize telecommuting in order to serve the public in the best possible manner.
 - b. When an employee is in a position with telecommuting capabilities, they shall talk with their supervisor to gain approval and make appropriate arrangements for telecommuting.
 - c. When telecommuting, employees must be available via computer or phone and provide a contact phone number where they can be easily and readily reached during their regular work day while working remotely from the work site.
 - d. If an employee is not in a position with telecommuting capabilities and is unable to come to work for reasons mentioned in one of the six General Policy categories above, Reporting Category 'COVID-19 Absence' should be utilized to account for time away from work.
4. Employees who are diagnosed with COVID-19 will be approved for FMLA/WA PFML leave for 80 hours (or two weeks of the employee's shifts.) No FMLA/WA PFML paperwork will be required for the first 80 hours of this leave. If the employee wishes to request FMLA/WA PFML leave in excess of the 80 hours they will be required to complete the appropriate paperwork. In this situation their pay status will be converted to FMLA/WA PFML leave.
5. Exceptions: Exceptions to this temporary policy may only be granted by the City Administrator or designee. Any situation or circumstance not covered in this temporary policy shall be governed by existing City policies and procedures.
6. Implementation: Department directors are responsible for implementing this policy within their respective departments. Observance of this policy is mandatory for all City employees and violation may result in disciplinary action (up to and including termination.)

7. Review: This temporary policy shall be reviewed by the Mayor and City Administrator at least every 14 days and updated or revoked as necessary. This temporary policy is only in effect during the time period covered by the COVID-19 Emergency Declaration issued by the State of Washington.

Resources

[WA State Department of Health](#) (website)

[Centers for Disease Control](#) (website)

It is so ORDERED this 16th day of March, 2020:



By: Scott Anderson
Mayor, City of Stevenson

Attachment A: Coronavirus/COVID-19 Employee Absence Form

The City of Stevenson prioritizes the health and safety of its employees. We recognize that the current novel Coronavirus, also known as COVID-19, may impact the City of Stevenson locally. Our employees are at the forefront of our concern as we work to adapt quickly to the changing health scene and navigate new business practices in order to continue to serve our citizens to the best of our abilities.

The City of Stevenson is following the guidance of the Washington Department of Health and the Centers for Disease Control.

City of Stevenson employees who need to be absent from work due to reasons outlined in the six categories below AND are unable to telecommute, please complete and submit this form. **If you are able to telecommute, this form is not necessary. Talk with your supervisor to make appropriate arrangements.**

Once completed and submitted, this form will remain valid for 14 calendar days following its certification and submission. If an extension for the absence becomes necessary, a new form must be submitted.

The Payroll Reason Code "COVID-19 Absence" is appropriately used on time sheets only for circumstances listed below. This Payroll Reason Code does not identify that an employee is ill; rather the code is used to track expenses associated with the City's response to the COVID-19. **Please see Temporary Administrative Policy: Response to COVID-19 for more information.**

If you must be absent from work for any of the following reasons, please complete this form and submit it to your supervisor.

Use typed or electronic signatures. Do not print and sign this form.

Form Instructions:

1. Answer the bolded question below without specifying which of the six categories applies to you. Simply check "Yes" or "No" below.
2. Submit the form via email to your supervisor.
3. Supervisors will forward the form to payroll anders@ci.stevenson.wa.us – do not retain a copy of this form.
4. If you record work hours on a paper time sheet please note "COVID-19" for related absences.

I am unable to come to work due to one or more of the following reasons:

1. I, or a household member, are under observation, being monitored or have been diagnosed with COVID-19;
2. I, or a household member, fall into one of the categories identified by the CDC as being at high risk for serious complications from COVID-19 and have been advised by a medical professional or public health authority not to come to work.
3. My dependent's school or daycare center has closed due to COVID-19;
4. I rely on other supportive services to care for my dependent (such as medical transportation, in-home care providers, etc.) that are unavailable due to COVID-19, which requires me to care for that dependent;
5. Public or alternative transportation is unavailable to me due to COVID-19 and I am unable to travel to and from work; OR
6. The CDC or WA DOH have deemed it necessary to take advanced steps such as social distancing, quarantines and possible curtailment of non-essential City functions.

I certify that I am unable to come to work because of one of the six reasons listed above. I understand that this absence authorization expires 14 calendar days after submission.

Yes No (required to use accruals)

Name:

Department:

Position:

Supervisor:

Date Submitted:

Regular

Schedule:

From MRSC: What emergency powers do cities and towns have? (published March 18, 2020)

The [Washington State Constitution](#), Article XI, Section 11 provides broad authority to cities to act in the event of an emergency, stating:

Any county, city, town or township may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws.

More specifically, [RCW 38.52.070](#) provides cities and towns with the following powers in the event of an emergency (such as the COVID-19 pandemic):

- Enter into contracts and incur obligations to combat the emergency
- Protect health and safety of persons and property
- Provide emergency assistance to victims

In exercising the powers identified in RCW 38.52.070, cities and towns are specifically authorized to bypass some statutory requirements. As stated in the statute, cities and towns can exercise the powers “without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements),” including:

- Waiver of budget law limitations;
- Competitive bidding and publication of notice; and
- Provisions pertaining to the following:
 - Performance of public works
 - Entering into contracts and incurring of obligations
 - Employment of temporary workers
 - Rental of equipment
 - Purchase of supplies and materials
 - Levying of taxes
 - Appropriation and expenditure of public funds.

[RCW 38.52.100](#) authorizes the mayor or city manager to accept the following from private individuals and corporations (as well as from the federal government via the state): services, equipment, supplies materials or funds by way of gift, grant or loan for the purpose of emergency management.

RCW 38.52.110 authorizes cities and towns to “command the service and equipment” of private citizens during an emergency.

Depending on your city classification, your city may have additional powers in your specific statutory provisions.

City of Stevenson, Washington
Emergency Proclamation 2020-01

WHEREAS, the State of Washington, along with much of the world, is experiencing an outbreak of the Novel Coronavirus, known as COVID-19, and;

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is easily spread from person to person, and;

WHEREAS, on January 31, 2020 the United States Department of Public Health and Human Services Secretary declared a public emergency for the 2019 Novel Coronavirus beginning on January 27, 2020, and;

WHEREAS, on February 20, 2020 Governor Inslee proclaimed a state of emergency (Proclamation 20-05) for all counties in Washington State due to the spread of COVID-19 and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented, and;

WHEREAS, on March 17, 2020 the Skamania County Emergency Operations Center was activated to Level-1 (monitoring phase) and is working to ensure that local stakeholders have access to all relevant information related to COVID-19 for preparation purposes, and;

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency related to COVID-19, and;

WHEREAS, proactive measures must be taken to protect public health, safety and welfare of City of Stevenson residents, visitors, and staff, and;

WHEREAS, additional resources may be required in response to the COVID-19 outbreak, and;

WHEREAS, the City may require supplemental assistance, and;

WHEREAS, the severity of this event may go beyond the capability of local resources and the duration of the event is unknown, and;

WHEREAS, the existing conditions related to COVID-19 warrant the proclamation of the existence of a local emergency.

NOW, THEREFORE, I, Scott Anderson, Mayor of the City of Stevenson, do hereby proclaim:

Section 1: A local emergency now exists due to the COVID-19 outbreak.

Section 2: Emergency operations are in effect, and this necessitates the utilization of

emergency powers granted under RCW 38.52.070.

Section 3: The City of Stevenson is authorized to exercise the powers vested under this proclamation considering the exigencies of this emergency without regard to time-consuming procedures and formalities prescribed by law (except Constitutional requirements).

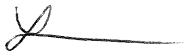
This emergency proclamation shall expire unless confirmed and adopted by the Stevenson City Council at the next regularly scheduled City Council Meeting.

Dated March 17, 2020.



Mayor of the City of Stevenson

ATTEST:



Clerk of the City of Stevenson

**CITY OF STEVENSON
RESOLUTION NO. 2020-360**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON
RATIFYING EMERGENCY PROCLAMATION AND PROVIDING TEMPORARY
PROCEDURES TO RESPOND TO THE COVID-19 EPIDEMIC.**

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state and directed that the plans and procedures of the Washington State Comprehensive Emergency Management Plan be implemented; and

WHEREAS, on March 11, 2020 Governor Jay Inslee issued an additional Emergency Proclamation ordering that all events that takes place in King, Snohomish, and Pierce counties with more than 250 people are prohibited by the state. The order applies to gatherings for social, spiritual and recreational activities. These include but are not limited to: community, civic, public, leisure, faith-based, or sporting events; parades; concerts; festivals; conventions; fundraisers and similar activities; and

WHEREAS, on March 13, Washington State Governor Jay Inslee announced that all K-12 public and private schools in Washington State must close for six weeks, from March 17, 2020 until at least April 24, 2020 and extended the ban on gatherings with more than 250 people to the entire state; and

WHEREAS, on March 16, Washington State Governor Jay Inslee announced that all restaurants, bars, and entertainment and recreational facilities in Washington State must close and all gatherings of 50 people or more are prohibited for two weeks weeks, from March 17, 2020 until at least March 31, 2020; and

WHEREAS, on March 17, 2020, the Skamania County Board of Commissioners declared a public health emergency to allow Skamania County to take immediate steps necessary to prepare and respond appropriately to the outbreak; and

WHEREAS, on March 17, 2020, Mayor Scott Anderson issued an Emergency Proclamation, declaring the COVID-19 pandemic to be an emergency in the City of Stevenson pursuant to Section 38.52.010 RCW and other relevant provisions of state and federal law; and

WHEREAS, COVID-19 has severely impacted the local economy, resulting in many employees working from home, the cancellation of numerous public events, significant reductions in tourism and demand at restaurants, coffee shops and other local businesses, increased employee lay-offs, and reduction in work-hours; and

WHEREAS, the social distancing and self-isolation mitigation measures needed to slow the spread of COVID-19 will likely result in continued reductions in employment and household income, thereby leaving large numbers of residential tenants unable to pay bills such as

utilities and rent, increasing the risk of eviction and utility shut-off; and

WHEREAS, the health, safety and welfare of City residents, businesses, visitors and staff is of utmost importance to the City and additional future measures may be needed to protect the community.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Stevenson, Washington, that:

SECTION 1- RATIFICATION AND FINDING OF FACT

Council hereby ratifies the Emergency Proclamation issued by Mayor Scott Anderson for the City of Stevenson on March 17, 2020. Council further finds that an emergency exists pursuant to Section 39.04.280(2)(b) RCW and authorizes the Mayor to waive any necessary competitive bidding requirements related to the COVID-19 emergency.

SECTION 2 - CITY'S RESPONSE

- A. The City is committed to protecting the public and staff by minimizing the spread of COVID-19. The City has and will continue to follow the guidelines provided by the State of Washington and the Skamania County Health Officer, who prescribe social distancing and minimizing gatherings of people to best combat the spread of COVID-19.
- B. The City will close City Hall to the general public beginning Friday, March 20, 2020 and until further notice. Citizens may pay utility bills, acquire licenses, submit permit applications, contact staff, and transact other City business via telephone, email, and online. The City will allow for curbside pickup and drop-off. Appointments can also be made by contacting City Hall.
- C. The City will increase efforts to sanitize parks and public spaces which remain open to the public to minimize exposure to COVID-19.

SECTION 3 - COUNCIL PROCEDURES

During the term of this Resolution, the following amendments to City Council procedures are hereby adopted:

- A. Any rule or procedure adopted by City Council that would prevent or prohibit all City Councilmembers from attending City Council meetings remotely are temporarily suspended and all City Councilmembers are encouraged to attend all meetings remotely.
- B. All in-person Committee meetings of the City Council are cancelled. Council and committee meetings may be held remotely during the term of this Resolution.
- C. Council directs that the public comment portion of Council meetings and any scheduled public hearings be temporarily suspended to discourage public in-person attendance of City Council meetings. City Council and staff will encourage and accept public comment via email or written comment.

- D. Any Council rules that are inconsistent with this Resolution are hereby waived and suspended during the term of this Resolution.

SECTION 4 – PAYMENT COLLECTION

- A. All collection processes for non-payment of utility or other accounts owing are hereby suspended. Customers will have six months from the expiration of this resolution to become current on their account without added fees or enforcement action, up to and including water shut-off or property liens.

SECTION 5 - COMMUNICATION

- A. All updates regarding City functions and actions relating to the COVID-19 epidemic will be posted on the City's website to provide the public with the best updated information.
- B. The City will cancel and discourage any unnecessary gatherings of community members and/or staff during the Term of this Resolution.

SECTION 6 - EFFECTIVENESS

The provisions of this Resolution shall become effective upon adoption and expire on April 28, 2020 unless further extended by formal action of Council.

PASSED by the Council of the City of Stevenson this 19th day of March, 2020.

Scott Anderson, Mayor

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC
City Attorney

**CITY OF STEVENSON, WASHINGTON
ORDINANCE 2020-1156**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA RELATING TO AND
PROVIDING FOR THE ABILITY TO CONTRACT WITH OWNER OR NON-OWNER
SEWER CUSTOMERS FOR REGULATING SEWER DISCHARGE.**

WHEREAS, the Council has adopted SMC 13.08 which allows wastewater dischargers to enter into a contract for services in lieu of obtaining a discharge permit; and

WHEREAS, SMC 13.04.060 only allows contracts between the city and property owners; and

WHEREAS, property owners may not have direct control over the waste a tenant or non-owner may discharge into the wastewater system; and

WHEREAS, there exists a need to allow the city to enter into a contract directly with a tenant or non-owner.

NOW, THEREFORE, the City Council of the City of Stevenson do hereby ordain as follows:

Section 1 – Amendment. Chapter 13.04 Public Utility Facility Contracts shall be amended as follows:

Key: ~~Strikethrough~~ means repealed. Underlined means new.

Chapter 13.04 - PUBLIC UTILITY FACILITY CONTRACTS

13.04.010 - Contracts for sewer facilities and cost reimbursement authorized.

The city is authorized, pursuant to RCW 35.91.020, as amended, to enter into contractual relationships with owners of real estate for the purpose of construction of storm, sanitary or combination sewers, pumping stations, disposal plants and appurtenances consisting of sewer facilities connecting same with the public sewer system to serve the area in which the real estate of such owners are situated, and further, the city is authorized to contract for the provisions of such owners for reimbursement therefrom such owners who do not contribute to the original costs of installation of such sewer facilities and who subsequently tap on or use the same on a fair prorated share of such installation costs including but not limited to those directly connected thereunto such facilities, but in addition, unto all users connected to laterals or branches connected thereto.

13.04.020 - Provisions for regulations in contracts authorized.

Such contracts may provide reasonable rules and regulations with respect to such installations, facilities and usage thereof.

13.04.030 - Connections—Contract recording prerequisite.

The provisions of such contracts, pursuant to statutory declaration, shall not be effective as to any owners of real estate not a party thereto unless such contract shall have been recorded in the office of the county auditor prior to the time such owner taps into or connects to such sewer facilities.

13.04.040 - Contract to provide for prorated cost reimbursement.

Any such contract entered into by and between the city and such owner of real estate shall provide for reimbursement of the contractor¹'s prorated costs for a period of not to exceed fifteen years from date thereof.

13.04.050 - Construction—Supervision and contract approval required.

Such sewer facilities contracted under this chapter shall be constructed under the supervision of the city, its agents and officials, and such contracts shall be approved by the city attorney prior to execution thereof.

13.04.060 - Contracts restricted to owners of real estate within city limits.

Such sewer facilities contracts shall be limited to owners of real estate within the city limits. This does not limit the authority for the city to enter into contracts with owner or non-owner sewer customers for regulating sewer discharge as provided in SMC Ch. 13.08.

13.04.070 - Liens.

The city council shall have and reserve the right to file appropriate liens against the owners of such real estate, whether such owner be an owner in fee simple or an executory interest therein, and such lien rights reserved unto the city shall bear interest at the rate of eight percent per year from the date of filing such lien, and the city shall reserve its priority lien rights unto such facilities costs as against the owner of such real estate hereinabove specified.

13.04.080 - Contracts binding.

The contracts specified in this chapter and authorized by the city shall be binding on the respective owners, their heirs, assigns, successors and personal representatives as if they were made a party thereto.

Section 2 – Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3 – Effective Date. This ordinance shall become effective following passage and publication as provided by law.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this 19th day of March, 2020.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

**CITY OF STEVENSON
ORDINANCE 2020-1155**

**AMENDING THE CITY OF STEVENSON ENGINEERING
STANDARDS VOLUME 1 – DESIGN AND PLANNING,
CHAPTER 1 – GENERAL PLANNING, DESIGN, AND
APPROVAL REQUIREMENTS, SECTION 1.15 – CHANGES
TO STANDARDS.**

WHEREAS, The *City of Stevenson Engineering Standards for Public Works Construction*, herein after referred to as the “Standards”, 1) contain a procedure to allowing for amendments thereto; and

WHEREAS, the current procedure for amending the Standards lacks adequate provisions for public involvement prior to the City Council’s adoption of changes; and

WHEREAS, the Planning Commission has advised, and the City Council concurs that greater public involvement efforts related to changes to the Standards are necessary; and

WHEREAS, amendments to the Standards are permitted according to Volume 1 – Design and Planning, Chapter 1 – General Planning, Design, and Approval Requirements, Section 1.15; and

WHEREAS, the City has decided a Threshold Determination under the State Environmental Policy Act is not necessary for these amendments; and

AND WHEREAS, after considering all public comments and evidence, the City Council determined that the proposed amendments 1) comply with all applicable laws and rules, and 2) are necessary to promote the health, safety, and welfare of the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON DO ORDAIN AS FOLLOWS:

Section 1 – Amendment to Standards. The *City of Stevenson Engineering Standards for Public Works Construction*, Volume 1 – Design and Planning, Chapter 1 – General Planning, Design, and Approval Requirements, Section 1.15 – Changes to Standards shall be amended by adding the underlined and deleting the ~~struck through~~ text as shown in “Exhibit A”.

Section 2 – Severability. 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.

Section 3 – Effective Date. This ordinance shall become effective following passage and publication as provided by law.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this ____ day of _____, 2020.

SIGNED:

ATTEST:

Scott Anderson
Mayor of Stevenson

Leana Kinley
Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich
City Attorney

Exhibit A

1.15 Changes to Standards

- A. Applicability. From time to time changes may be needed to add, delete, or modify the provisions of these standards. This section provides the process by which such changes may be initiated, considered and take effect.
- B. Initiating Changes. ~~The Engineer may propose changes to these Standards and upon approval of the City Council, they shall become effective and shall be incorporated into the existing provisions.~~ The Council may, upon recommendation of the City Engineer, or upon its own motion, consider changes to these Standards.
- C. Process. On a case-by-case basis, the City Council may refer proposed changes to the Planning Commission for its report on the proposed change.
- A.D. Adoption. All changes to these Standards shall be made by ordinance and shall become effective upon date specified therein.

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

THIS AGREEMENT is entered into between Skamania County (County) and the City of Stevenson (City) for the purposes hereafter mentioned.

WHEREAS, the City has a need for Building Inspection Services, and currently does not have personnel adequately trained to meet those needs; and

WHEREAS, the County is willing to provide Building Inspection Services for the City under certain terms and conditions; and

WHEREAS, the parties are authorized to enter into interlocal agreements under the Interlocal Cooperation Act, RCW Chapter 39.34, and to cooperate for mutual advantage, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Purpose and Intent. The purpose of this Agreement is to provide a mechanism whereby the County may assist the City by providing building inspection services.
2. Skamania County to Provide Building Inspection and Plan Review Services. The County agrees to provide Building Inspection and Plan Review services for all structures within the City's area of jurisdiction for the duration of this agreement, unless otherwise agreed to by both parties. As used in this Agreement, "Building Inspection Services" means and includes building plan review and providing all inspections for improvements requiring a City Building Permit as defined and codified by the City, now or in the future. County agrees to charge Stevenson a fee equal to the City fee schedule associated with such permits, and the City agrees to consult with the County prior to changing the fee schedule and not to charge less than the County's fee schedule for the same permit. The County agrees to provide personnel qualified and certified to provide inspection services in accordance with applicable laws and codes. The City understands that the County will afford the same priority to perform building plan review and inspection services as County review and inspections and will not provide a higher or lower priority to City's permits unless specifically agreed to.
3. Files. The County shall maintain files and building plans required for Building Inspection Services until Certificate of Occupancy or other permit finalization; at which point, the County shall provide all files and plans to the City. Except as legally necessary, The County shall not maintain any copies of building permit files or building plans after the Certificate of Occupancy has been issued.
4. Exclusive Agreement. In order to provide for the long-term viability of this agreement, this agreement is exclusive and obligates the County to provide personnel necessary to perform inspections within the City, and obligates the City to utilize the County for such services, provided however, it shall not interfere with the ability of the parties to continue to cooperate as mutually agreed upon.

5. Duration of Agreement. This Agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect until December 31, 2024. This agreement shall automatically renew for a five-year term commencing January 1, 2025 unless either party gives written notice to the other if its intent not to renew by January 1, 2024 or sooner as provided in paragraph 11, below.
6. Payment. Both parties agree that the County will be fully compensated for these services by the City's permit fees charged and collected.
7. Code Enforcement. Unless this agreement is modified, the City shall have sole responsibility for Code Enforcement within their area of jurisdiction. The County agrees to provide the City with all information necessary and held by the County and to cooperate fully in any City investigation and enforcement proceedings.
8. Internal procedures. The City and the County personnel shall develop a flow chart of (or other method of documenting) procedures and shall have the authority to amend procedures to allow for the efficient fulfillment of this agreement, provided it does not alter the Purpose and Intent of this agreement.
9. Administration. This agreement shall be jointly administered by the City Administrator and the County Public Works Director who will schedule quarterly coordination meetings to include the Mayor for the first two years and then as needed, but not less frequently than once per year. For complaints or grievances, the city's grievance procedure as most recently adopted will be followed, with first allowing the County Public Works Director to research and rectify the issue.
10. Liability and Indemnity. Each party agrees to accept all liability associated with their duties agreed upon herein and as modified in the future. Each party agrees to the fullest extent allowed by law to indemnify, defend, and hold harmless the other party against any and all claims, losses, liabilities, suits, and causes of action arising out of, caused , or occasioned by any negligent act, error, or omission of the other party, its elected and appointed officers, agents, and employees, in the performance of said party's obligations under this Agreement.
11. Termination. Either party may terminate this Agreement upon 180-90 days written notice to the other party, or on another termination date by mutual agreement, provided that the provision of Section 10 shall survive termination of this Agreement with respect to any claim or liability arising out of any event occurring prior to the effective date of termination.
12. Notices. Notices required by this Agreement shall be provided in writing to the parties at the following addresses:

Skamania County

Public Works Director
170 NW Vancouver Ave.
Stevenson, WA 98648

City of Stevenson

City Administrator
7121 E. Loop Rd
Stevenson, WA 98648

Or such other addresses as the parties may from time to time provide each other in writing.

[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



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: March 19, 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:

Staff will be attending a two-day Waste Water Treatment class at our WWTP provided by Ron Moeller and Brad Musick. Along with great information, Continuing Education Units will be earned as well. Data is showing that we may be able to reduce hauling of bio-solids to one day a month. This will probably increase during spring and summer months due to heavier loadings on the plant but for the month of March a total of 15,000 gallons was hauled out of our plant. Two loads were sent to Hood River WWTP and one load to Three Rivers WWTP.

The plant continues to see marked improvement with the sidestreaming 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 29th and 30th, TSS and BOD Effluent Violations
- February 749 lbs/day – Solids washout from clarifiers on the 18th.
- March 803 lbs/day – Solids washout from clarifiers on March 13th, TSS Effluent Violation

- April 589 lbs/day – Solids washout from clarifiers on April 1st
- 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

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 will be delivered to D.O.E. in June of this year. D.O.E has 60 days to review and approve the design.

Funding:

Both applications for USDA and EDA for the lift station project are moving forward. Staff continues to answer questions as it moves through the process. The total project amount is \$5,068,000 and 80% would be covered by the grant and the remaining 20% will be covered by a USDA loan that the city is in the process of obtaining.

Compliance:

The draft amendment to the Administrative Order is still in process. When it is finalized it will require additional testing.

The contracts with Significant Industrial Users are still in process. The second reading of a change to the ordinance is presented at the March meeting to allow contracts with long-term tenants versus only property owners.

Action Needed:

None



City of Stevenson
Public Works Department

(509)427-5970

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

TO: City Council
FROM: Karl Russell, Public Works Director
DATE: 03/11/2020
SUBJECT: Hegewald Well

Reasons for adding treatment to Hegewald Well are as follows:

- Identified as a 1 to 10-year project in the 2017 Water System Plan Update
- Additional ERUs could be served if the ground water source capacity of the Hegewald well was included in the water system capacity analysis. Hegewald Well was assumed unavailable for the purpose of the analysis.
- Potential for elevated lead and copper levels in the distribution system if used for long periods of time if left untreated.
- Treatment addition of the well was factored into recent water rate increases.
- Gives our water system redundancy if we were unable to use our surface water sources.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 19th day of March, 2020, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Grayling Engineers**, 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 "A." 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 December 31, 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. In the event the CITY uses the "Work Product" in the future without Contractor's involvement, CITY agrees to hold harmless, defend, and indemnify Contractor for any claims or liabilities resulting from such use.

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/\$2,000,000 aggregate

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 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 in excess of insurance limits required hereunder.

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 Stevenson, Washington, this _____ day of _____, 20_____.

CITY OF STEVENSON

CONTRACTOR

By: _____
Scott Anderson, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Telephone Number

Kenneth B Woodrich,
City Attorney

Federal Tax ID Number

UBI#

EXHIBIT A - SCOPE OF WORK
CITY OF STEVENSON
HEGEWALD WELL TREATMENT IMPROVEMENTS
MARCH 2020

Background

The City of Stevenson owns and operates the City's public water system. The water system is primarily supplied by surface water from three sources which receive treatment at the City's Water Treatment Plant (WTP). In addition to the surface water sources, the City owns a groundwater well known as the Hegewald Well. The well is currently used as a backup supply during periods of peak demand. Use of the well generates customer complaints and is suspected of contributing to elevated copper levels in the distribution system. As a result, the City has avoided continuous use of this source.

Water quality testing of the well shows that the groundwater pH is lower than that of the surface water. In addition, recent testing has shown iron levels above the Secondary Maximum Contaminant Level (SMCL). More frequent use of the well is likely to increase the potential for corrosion as well as deposition of iron in the distribution system as this contaminant reacts with the chlorine and precipitates out of solution. The City desires to use the well more frequently and therefore is pursuing adding treatment to adjust the water quality parameters of the well. In addition to pH treatment, the well may require treatment for iron.

Scope of Work

Grayling Engineers (Grayling) has developed the following scope of work for adding treatment to the Hegewald Well. The work is proposed to be divided into three phases as outlined below:

- **Phase 1, Preliminary Design** - Tasks include data collection, desktop study report of treatment requirements and alternatives, and development of a basis of design report.
- **Phase 2, Final Design** - Tasks include development of plans, specifications, and cost estimates for treatment improvements, and development of the project report meeting state Department of Health (DOH) requirements.
- **Phase 3, Construction Engineering** - Tasks include assisting the City with construction by performing periodic site visits during construction, assisting the City with start-up, and closing out the project with DOH.

The scope of work described herein constitutes **Phase 1, Preliminary Design**. The goal of this phase is to identify treatment needs at the Hegewald Well, select preferred treatment

alternative(s), and establish the basis for final design. The scope of work assumes that treatment to remove iron will not be required.

Task 1 – Project Management

This task shall include correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings.
- Task assumes an average involvement of one hour per week for a total of 40 weeks.

Deliverables

- Monthly invoices
- Monthly progress reports

Task 2 – Data Collection

Grayling will coordinate with the City to acquire background information necessary to evaluate the treatment needs of the Hegewald Well. Anticipated items include the following:

- Historical and current water quality test results for the treatment plant, the well, and the distribution system.
- Design drawings and installation details of the well.
- Historical documentation related to use and testing of the well.

Water quality test results will be evaluated to make preliminary recommendations on the type of pH adjustment to use. Results will also be evaluated to determine if iron removal is recommended.

Assumptions

- Up to two Grayling staff will visit the City water system to document conditions at the well and water treatment plant. The visit will take place in one day.
- Grayling will provide a list of what and where water quality parameters are to be tested.
- The City will collect and test water quality parameters and provide the results to Grayling.
- Historical documentation, drawings, reports will be provided by the City.

Task 3 – Desktop Study Report

Grayling will conduct a review of engineering reports, academic literature, and water quality data to evaluate potential water quality impacts of using the well on a more regular basis. The desktop

study will be documented in a report and will include recommendations for the basis of design. Anticipated sections of the report are as follows:

- **Introduction.** This section will provide a description of the project as well as project background.
- **Review of Existing Information.** This section will provide a description of the Stevenson Water System, a summary of previously completed studies, a summary of current treatment practices, a summary of water quality at various points in the system, a summary of pipeline and plumbing materials, a summary of water quality complaints, and analogous system information if it is available.
- **Potential Causes of Elevated Lead and Copper Levels.** Many factors can potentially contribute to increases in lead and copper levels in the distribution system. This section will review these factors as they relate to the Stevenson Water System.
- **Identification and Assessment of Corrosion Control Alternatives.** This section identifies corrosion control alternatives for the Stevenson Water System. The evaluation will be based on guidance documents published by the US Environmental Protection Agency (USEPA).
- **Evaluation of Corrosion Control Alternatives.** This section will review the performance and constraints of various corrosion control alternatives. It will also present recommendations for implementing corrosion control with the Hegewald Well.

Assumptions

- The selected plan will be implemented at the Hegewald Well only. Improvements at the WTP are not included.
- Water quality modelling or pipe loop studies are not included.
- Grayling will participate in a meeting to review the report with the City. The meeting will be held at the City.

Deliverables

- A draft of the desktop study report will be provided to the City in electronic (PDF) format.
- A final version of the desktop study report will be provided to the City and DOH in electronic (PDF).

Task 4 – Basis of Design Report

Based on the evaluation from Task 3, Grayling will prepare a Basis of Design report for City review and comment. The report will summarize the recommendations for corrosion control and identify the basis for final design which will include recommended chemicals and dosages. An engineer's opinion of construction cost will be included. A final version of the report incorporating City review comments will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions

- Improvements will be located within the existing Hegewald Well building. A building addition is not anticipated.
- The cost estimate will assume improvements will be completed by City staff.

Deliverables

- Draft Basis of Design Report in electronic (PDF) format.
- Final Basis of Design Report in electronic (PDF) format.

Exclusions

1. Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work for Tasks 1 through 4 is **\$19,600**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services for Phase 1 are assumed to begin in March of 2020 and be substantially completed by December 31, 2020. Outlined below is a schedule of the anticipated project milestones.

Contract Execution	March 2020
Data Collection	March - April 2020
Desktop Study Report	April - May 2020
Update Water System Plans	May - June 2020
Phase 2, Final Design	June - August 2020

EXHIBIT B - FEE ESTIMATE
CITY OF STEVENSON
HEGEWALD WELL TREATMENT IMPROVEMENTS
MARCH 2020

Task	Description	Senior Engineer	Design Engineer III	Total Hours	Labor Cost	Expenses		Total
		\$170	\$140			Mileage	Printing	
1	Project Management	12		12	\$ 2,040			\$ 2,040
2	Data Collection	8	12	20	\$ 3,040	\$ 60		\$ 3,100
3	Desktop Study Report	20	40	60	\$ 9,000	\$ 60		\$ 9,060
4	Basis of Design Report	12	24	36	\$ 5,400			\$ 5,400
Total		52	76	128	\$ 19,480	\$ 120	\$ -	\$ 19,600



City of Stevenson
6-W-974(107)-1
Russell Avenue
Railroad Ave to Second St (SR 14)

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Stevenson
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Russell Avenue, Railroad Ave to Second St (SR 14) (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Stevenson, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$112,927 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

Awardee Organization Name: City of Stevenson
 Contact Name: Leana Kinley
 Contact Phone: 509-427-5970
 Contact Email: leana@ci.stevenson.wa.us

Instructions
 Please complete the following scope of work and budget form for each site on your application.
 To add a site, copy and paste the form.

Site number	Site Name	Site Street Address	City	State	Zip	
Site 1	City of Stevenson	7121 East Loop Road	Stevenson		98648	
Milestone	Project Activity and Task	Key Deliverable(s)	Deliverables and Milestone Description	Dates	Percent of CEF Grant	\$ Amount of CEF Grant
A	Hire Contractors		The client gets under contract with DES. A copy of the contract will be sent when executed.	3/21/2020		
	Construction Contract Executed with Prime Contractor	Copy of the Contract	City of Stevenson is using Apollo Solutions Group as their ESCO and Apollo is using Correct Equipment for the Meter Installations and Northwest Edison for the lighting installations. Contracts between DES and Apollo, DES and		0.0%	
	Subcontractors Hired	List of Subcontractors			0.0%	
	Intent to Pay Prevailing Wage Filed	Intent ID Number			0.0%	
				Activity A Subtotal	16.9%	\$53,197
B	Project Development and Confirmation		100% Final Design and DES and Stevenson design approval.	4/15/2020		\$37,296.51 (includes tax)
	Baseline schedule	Copy of Schedule	Construction Performance Bond.	4/15/2020	0.0%	\$5,795.34(includes tax)
			Tribal Inadvertent Discovery Plan Approved.			
	Final Site Plan	Copy of the Site Plan	Permits posted on site.		0.0%	
	Permit Granted	Permit Information or Copy			0.0%	
		Copy of Suppliers Invoice				
				Activity B Subtotal	13.7%	\$43,092
C	Installation Complete		Construction Costs.	8/15/2020		\$180,819
			Project Management / Overhead / Profit		0.0%	\$0
		DES Closeout	Customer Contingency		0.0%	\$0
				Activity C Subtotal	57.5%	\$180,819
D	Passed Inspection(s)		Final Inspections	8/15/2020		
		Copy of the inspection report, showing that the work has passed inspection.	DES Fee		0.0%	\$0
				Activity D Subtotal	0.0%	\$0
E	System Checkout			8/30/2020		
					0.0%	
				Activity E Subtotal	0.0%	\$0
F	Construction Close Out		Project Close-Out / Commencement of energy savings	8/30/2020		
		Close out report			0.0%	
		Photographs of completed the Installation			0.0%	
		Certification of Match			0.0%	
				Activity F Subtotal	0.0%	\$0
G	Analytics & Monitoring		Measurement and Verification of system.			
		Year 1 M&V Grant Retention		8/31/2021	0.0%	\$200
		Year 2 M&V Grant Retention		8/31/2022		\$200
		Year 3 M&V and Final Close Out Grant Retent		8/31/2023	0.0%	\$200
				Activity G Subtotal	0.0%	\$600
H	Contingency		49% of Project Contingency	Activity H Subtotal	1.9%	\$6,062
I	Retention	Due upon completion	10% of Grant	Activity I Subtotal	10.0%	\$31,463
				Budget Total	90.0%	\$314,633



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

<<Date>>

Contact Name
Legal Name
Street
Street2
City, WA ZIP

RE: Grant Contract Number

Dear Contact Name:

Attached is the contract for a grant under the Energy Efficiency & Solar Grants Program. This contract details the terms and conditions that will govern the agreement between us. Please review the Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

When you have obtained the appropriate original signatures, either return two signed original contracts and all the attachments to the Washington State Department of Commerce (Commerce) within 60 calendar days of the date of this letter OR email a scanned legible signed copy. Failure to return the contracts within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the scanned original, along with instructions for invoicing and reporting will be emailed to you. If a hard copy is preferred, please indicate so upon return of the signed contract. We encourage you to store all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

A requirement of this program is that you must maintain updated project records as well as ensure current liability insurance documents are sent to Commerce annually.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact us.

Sincerely,

Dever Haffner-Ratliffe
State Energy Office
360-522-3610
EEandS@commerce.wa.gov



Department of Commerce

Capital Agreement with

<Local gov or recipient organization name here>

through

Energy Efficiency and Solar Grants Program

For

<List project title, if applicable, and/or describe the primary purpose for the funding or the intended outcome/deliverables in approx. 25 words or less>

Start date: <Month> <Day>, <Year>

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FACE SHEET
Contract Number XX-XXXXX-XXX
Washington State Department of Commerce
 Energy Division -
Energy Efficiency and Solar Grants Program

1. Grantee <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		2. Grantee Doing Business As (optional) <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
3. Grantee Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. COMMERCE Representative Dever Haffner-Ratliffe PO Box 42525 Grant Manager 1011 Plum St SE 360-522-3610 Olympia WA 98504 dever.haffner@commerce.wa.gov	
5. Contract Amount <Insert \$ amount>	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date <Insert date>	8. End Date Insert date (provided funds are re-appropriated through this date)
9. Federal Funds (as applicable) NA	10. Federal Agency NA		11. CFDA Number: NA
12. Tax ID # XX-XXXXXXX	13. SWV # XXXXXXXXXX	14. UBI # XXX-XXX-XXX	15. DUNS # XXXXXXXX
16. Contract Purpose <Briefly describe contract purpose> COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - BUDGET PROVISIO LANGUAGE.			
FOR GRANTEE _____ <insert name>, <insert title> _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 10-18-2019 _____ Sandra Adix, Assistant Attorney General SIGNATURE ON FILE	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated state funds under Section 1014 of the 2018-2019 Capital Budget (SSB 6090) (Chapter 2, Laws of 2018) to provide grants to public entities for projects that result in energy and operational cost savings/ the purchase and installation of solar energy systems.

CLIENT INFORMATION

Legal Name	Enter Name
Contract Number	#
Award Year	2019
State Wide Vendor Number	#

PROJECT INFORMATION

Number of Sites:	
Project City:	«ProjectCity»
Project Zip Code:	«ProjectZip»

GRANT INFORMATION

Non-State Match Required:	Enter cost share
Maximum Percent from Commerce:	
Type of Match Accepted:	Cash
Earliest Date for Reimbursement:	Execution Date or Agreed Upon Date
Time of Performance	Through the acceptance of the third annual Monitoring and Verification Report.

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **PUBLICITY (REPLACES GENERAL TERMS SECTION #2.30)**

The Grantee will make reasonable efforts to notify Commerce of potential publicity, including but not limited to media coverage, site signage, and public events. The Grantee agrees to include references to Commerce or the Energy Efficiency and Solar Grants Program as requested and approved by Commerce. The Grantee agrees to include Commerce or the Energy Efficiency and Solar program as a project funder. The Grantee agrees to notify and invite Commerce to any public events relating to this project, including but not limited to ground breaking ceremonies, ribbon cuttings, and public tours.

Contractor will allow Commerce to publicly share information on the project that is included in the application and contract. All other information shared will be coordinated with the Grantee, unless related to Chapter 42.56 RCW PUBLIC RECORDS ACT.

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

2. **SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.38)**

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief

description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

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

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

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

3. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.42)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

**SPECIAL TERMS AND CONDITIONS
CAPITAL STATE FUNDS**

1.1. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

The Grantee and COMMERCE will notify the other party in writing of any of the contact information changes at any time.

1.2. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

1.3. CHANGES TO SCOPE OF WORK

All changes to the scope of work must be approved by COMMERCE prior to construction. In the event that a change to the Scope of Work occurs that would have changed the outcome of the application, COMMERCE reserves the right to reevaluate the project based on the original criteria outlined in the Notice of Funding Opportunity. Revisions that fail to meet the same criteria as the original application may lose grant funds, in part or in whole. If the revised project is no longer eligible for funding, the Grantee agrees to repay grant funds as requested by COMMERCE.

1.4. MATCH

If the Grantee fails to provide the agreed to match, including resulting from a change in project costs to the Grantee, COMMERCE reserves the right to reduce the award amount to maintain the agreed to match requirements.

1.5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of the applicable deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more than once per month.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and amount of funds requested. The invoice shall include the Contract Number referenced on the contract Face Sheet.

The Grantee is required to maintain documentation to support invoiced costs and cost share obligations. The Grantee shall make these documents available to COMMERCE if requested.

COMMERCE will pay Grantee the amounts set forth in Attachment B upon full completion of each Milestone. Upon full completion of each Milestone, Grantee will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event that Deliverables of a Milestone is delayed due to circumstances outside Grantee's control, COMMERCE may, in its sole discretion, reasonably negotiate with Grantee regarding paying for the Milestone Deliverables that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the account designated by the Grantee, as associated with the State Wide Vendor Number.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

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

Disallowed Costs

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

1.6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

1.7. HISTORIC OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

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

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

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

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.8. **INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

1.9. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Current Washington State Capital Budget Proviso language (See Attachment D)
- Other Special Terms
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

**GENERAL TERMS AND CONDITIONS
CAPITAL STATE FUNDS**

2.1. DEFINITIONS

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

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

2.2. ALLOWABLE COSTS

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

2.3. ALL WRITINGS CONTAINED HEREIN

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

2.4. AMENDMENTS

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

2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

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

2.6. APPROVAL

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

2.7. ASSIGNMENT

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

2.8. ATTORNEYS' FEES

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

2.9. CODE REQUIREMENTS

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

2.10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11. CONFORMANCE

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

2.12. CONFLICT OF INTEREST

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

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant

procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

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

2.13. COPYRIGHT

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

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

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

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

2.14. DISALLOWED COSTS

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

2.15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

2.16. DUPLICATE PAYMENT

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

2.17. GOVERNING LAW AND VENUE

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

2.18. INDEMNIFICATION

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

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

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

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

2.19. INDEPENDENT CAPACITY OF THE GRANTEE

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

2.20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this

Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

2.21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

2.22. LLICENSING, ACCREDITATION AND REGISTRATION

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

2.23. LIMITATION OF AUTHORITY

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

2.24. LOCAL PUBLIC TRANSPORTATION COORDINATION

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

2.25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

2.26. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

2.27. POLITICAL ACTIVITIES

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

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

2.28. PREVAILING WAGE LAW

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

2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

2.30. PUBLICITY

This section is superseded by Program Specific Terms and Conditions #1.

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

2.31. RECAPTURE

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

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

2.32. RECORDS MAINTENANCE

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

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

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

2.34. REGISTRATION WITH DEPARTMENT OF REVENUE

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

2.35. RIGHT OF INSPECTION

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

2.36. SAVINGS

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

2.37. SEVERABILITY

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

2.38. SUBCONTRACTING

This section is superseded by Program Specific Terms and Conditions #2

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

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

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

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

2.37. SURVIVAL

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

2.38. TAXES

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

2.39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

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

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

2.40. TERMINATION FOR CONVENIENCE

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

2.41. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

2.42. TREATMENT OF ASSETS

This section is superseded by Program Specific Terms and Conditions #3.

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

2.49. WAIVER

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

ATTACHMENT A – SCOPE OF WORK

ATTACHMENT B - BUDGET

ATTACHMENT C - REPORTING

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports and host a quarterly phone meeting with Commerce for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Grantee shall provide a report to Commerce a minimum of quarterly, or with submitted invoices. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
4. Quarterly updated budget projections for project expenditures;
5. The grant expenditures to date and anticipated in the next quarter.

After project construction has ended and the Notice of Commencement of Energy Savings has been issued, the Grantee must provide an annual Monitoring & Verification report to Commerce as outlined in the Scope of Work.

ATTACHMENT D – BUDGET PROVISO LANGUAGE

2018 Enacted Supplemental Capital Budget

Section 1014

Energy Efficiency and Solar Grants (30000882)

The appropriations in this section are subject to the following conditions and limitations:

(1)(a) \$3,675,000 for fiscal year 2018 and \$3,675,000 for fiscal year 2019 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, and state agencies for operational cost savings improvements to facilities and related projects that result in energy and operational cost savings.

(b) At least twenty percent of each competitive grant round must be awarded to small cities or towns with a population of five thousand or fewer residents.

(c) In each competitive round, the higher the leverage ratio of nonstate funding sources to state grant and the higher the energy savings, the higher the project ranking.

(d) For school district applicants, priority consideration must be given to school districts that demonstrate improved health and safety through:

(i) Reduced exposure to polychlorinated biphenyl; or

(ii) Replacing outdated heating systems that use oil or propane as fuel sources as identified by the Washington State University extension energy program. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.

(2) \$1,750,000 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington

OPUS BANK

MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

THIS MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT is entered into as of March 20, 2020 by and between City of Stevenson, a political subdivision of the State of Washington ("Purchaser") and OPUS BANK, a California commercial bank ("Seller").

ARTICLE I. DEFINITIONS

Section 1.1 Defined Terms. The following terms will have the meanings indicated below unless the context clearly requires otherwise. All terms defined herein are equally applicable to both the singular and the plural form of such terms.

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits, schedules and addenda attached hereto, as the same may be amended, modified, supplemented or restated.

"Casualty Loss" has the meaning given in Section 7.2

"Code" means the Internal Revenue Code of 1986, as amended, together with any Treasury Regulations promulgated thereunder.

"Contract Rate" means the annual interest rate used to calculate the interest component of Installment Payments under a Property Schedule, as more fully described in the applicable Property Schedule.

"Default Rate" has the meaning given in Section 11.2 (a).

"Commencement Date" means the date when the term of a Property Schedule and Purchaser's obligation to pay installment payments thereunder commences, which date shall be set forth in such Property Schedule. The parties agree that the Commencement Date for each Property Schedule shall be the date the proceeds of the Property Schedule are disbursed by Seller to Purchaser or to a Vendor, or deposited in a Restricted Account.

"Event of Default" has the meaning given in Section 11.1.

"Financial Statements" has the meaning given in Section 4.1(k).

"Installment Payments" means the Installment Payments payable by Purchaser under Article III of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Date" means each date on which Purchaser is required to make an Installment Payment under a Property Schedule.

"Material Adverse Effect" means any event or circumstance that, taken alone or in conjunction with other events or circumstances, (a) has or could reasonably be expected to have a material adverse effect on the operations, properties or condition (financial or otherwise) of Purchaser, or (b) impairs the ability of Purchaser to perform its obligations under this Agreement or the Property Schedule.

"Net Proceeds" has the meaning given in Section 7.2.

"Prepayment Price" means, with respect to a Property Schedule that is by its terms pre-payable, the amount so designated on the Property Schedule, and at minimum includes: (a) accrued and unpaid interest on the principal component of all Installment Payments to and including the payment date, (b) the sum of the principal component of all remaining unpaid Installment Payments scheduled through the end of the Term, and (c) all other sums then-due under the applicable Property Schedule being prepaid. The Prepayment Price may also include a

prepayment premium on the prepaid principal component of Installment Payments.

"Property" means, collectively, the property installment purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 6.5 or Article VII.

"Property Schedule" means a Property Schedule in the form attached hereto as Exhibit A, including all exhibits and schedules attached thereto. Each Property Schedule shall be numbered consecutively by Seller.

"Purchaser" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Restricted Account" means a Seller-controlled interest bearing account in the name of the Purchaser established at Seller for deposit of the proceeds of a Property Schedule, as more particularly identified in a Property Schedule.

"Seller" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"State" means the state of Washington.

"Taxable Rate" means the taxable interest rate set forth in the applicable Property Schedule.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule, as provided in Section 2.2.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser purchased or is purchasing all or any portion of the Property.

Section 1.2 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules.

ARTICLE II. SALE OF PROPERTY

Section 2.1 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases and accepts from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

Section 2.2 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

Section 2.3 Location; Inspection. The Property will be initially located or based at the location(s) specified in the applicable Property Schedule. Seller shall have the right, at reasonable times during business hours to enter into an

the property of Purchaser for the purpose of inspecting the Property. Once installed, no item of the Property may be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it without Seller's prior written consent, which consent shall not be unreasonably withheld.

**ARTICLE III.
PAYMENT OF INSTALLMENT PAYMENTS**

Section 3.1 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on the Installment Payment Dates described in the applicable Property Schedule, at Seller's address set forth on the signature page of this Agreement, unless Seller instructs Purchaser otherwise. With respect to any Installment Payment that is not paid on or before the due date thereof, Purchaser shall also pay a late charge of five percent (5.0%) of the delinquent Installment Payment or the highest amount permitted by applicable law, whichever is lower.

Section 3.2 Installment Payments to Constitute a Binding Obligation of Purchaser. Seller and Purchaser understand and intend that the obligation of Purchaser to pay Installment Payments hereunder shall constitute a binding obligation of Purchaser for the full Term of each Property Schedule. Purchaser covenants to include all such Installment Payments due under each Property Schedule in its annual budget and to make the necessary annual appropriations for all such Installment Payments. Neither this Agreement nor any Property Schedule shall be subject to termination by Purchaser in the event that Purchaser fails to appropriate any Installment Payments.

Section 3.3 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment thereunder during the Term.

Section 3.4 Installment Payments to be Unconditional. THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR.

**ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF PURCHASER; TAX COVENANTS**

Section 4.1 Representations and Warranties of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser represents and warrants for the benefit of Seller as follows:

(a) Purchaser is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, the Property Schedule and the transactions contemplated hereby and thereby, and to perform

all of its obligations under this Agreement and the Property Schedule.

(b) The execution and delivery of this Agreement and the Property Schedule have been duly authorized by all necessary action of Purchaser's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Property by Purchaser.

(c) This Agreement and the Property Schedule have been duly executed and delivered by and constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and the Property Schedule by Purchaser does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Purchaser, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Purchaser is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Purchaser's knowledge, threatened against or affecting Purchaser, challenging Purchaser's authority to enter into this Agreement or the Property Schedule or any other action wherein an unfavorable ruling or finding would have a Material Adverse Effect.

(f) Purchaser is not in default with respect to any order or decree of any court, regulatory agency, public board or body, which default might have consequences that would have a Material Adverse Effect.

(g) Except as otherwise disclosed in writing by Purchaser to Seller, no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Purchaser has been a party at any time during the past ten (10) years has been terminated by Purchaser as a result of insufficient funds being appropriated in any fiscal year.

(h) Purchaser or Purchaser's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Installment Payments during the current fiscal year, and such moneys will be applied in payment of all Installment Payments due and payable during such current fiscal year.

(i) The Property is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; Purchaser has an immediate need for, and expects to make immediate use of, the Property, which need is not temporary or expected to diminish during the applicable Term.

(j) Purchaser's exact legal name is as set forth on the first page of this Agreement.

(k) The financial statements of Purchaser identified in the Property Schedule (the "Financial Statements") are complete and correct and fairly present the financial condition, changes in financial position and results of operations of Purchaser at such date and for such period, and were prepared in accordance with generally accepted accounting principles applicable to political subdivisions such as Purchaser. Since the date of the Financial Statements, (i) there has been no change in the assets, liabilities, financial position or results of opera

Purchaser that might reasonably be anticipated to cause a Material Adverse Effect; (ii) Purchaser has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; and (iii) Purchaser has not (A) incurred any material indebtedness other than as reflected in the Financial Statements or as previously disclosed to Purchaser, or (B) guaranteed the indebtedness of any other person.

(l) All information, reports and other papers and data furnished by Purchaser to Seller were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give Seller a true and accurate knowledge of the subject matter and were provided in expectation of Seller's reliance thereon in entering into the transactions contemplated by this Agreement. No fact is known to Purchaser which has had or, so far as Purchaser can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the Financial Statements or in other such information, reports, papers and data or otherwise disclosed in writing to Seller prior to the Commencement Date. No document furnished nor any representation, warranty or other written statement made to Seller in connection with the negotiation, preparation or execution of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

Section 4.2 Tax Covenants of Purchaser. As of the Commencement Date of each Property Schedule, Purchaser hereby represents and warrants to, and covenants with, Seller, as follows with respect to such Property Schedule:

(a) Purchaser will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule, and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code.

(b) Purchaser will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the Commencement Date, would have caused the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the Commencement Date.

(c) (i) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property and the Property Schedule will not be less than the total principal amount of the Installment Payments; (ii) Purchaser will pursue the acquisition of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence; (iii) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (A) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (B) that may be used solely to prevent a default in the payment of the Installment

Payments under the Property Schedule; (iv) the Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule, (v) there are no other obligations of Purchaser which (A) are being sold within 15 days of the Commencement Date for the Property Schedule, or (B) are being sold pursuant to the same plan of financing as the Property Schedule, and (C) are expected to be paid from substantially the same source of funds; (vi) the officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in this Section 4.2(b) are accurate and the expectations of Purchaser set forth in this Section 4.2(b) are reasonable. The representations, warranties and covenants set forth in this Section 4.2(b) are superseded by the representations, warranties and covenants set forth in any arbitrage or tax certificate executed and delivered by Purchaser in connection with the Property Schedule.

Section 4.3 Tax Changes. If Seller (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Seller, that Seller may not exclude the interest component of Installment Payments paid under any Property Schedule from its Federal gross income (each an "Event of Taxability"), then (x) Purchaser shall pay to Seller upon demand an amount which, with respect to Installment Payments previously paid and taking into account all penalties, fines, interest and additions to tax, will restore to Seller an interest rate equal to the Taxable Rate with respect to such Property Schedule, and (y) as to subsequent Installment Payments, the principal component thereof shall accrue interest at the Taxable Rate.

ARTICLE V. TITLE; SECURITY INTEREST

Section 5.1 Title to the Property. Upon acceptance of the Property by Purchaser, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement. With respect to any Property consisting of a titled motor vehicle or trailer, Purchaser shall apply for a certificate of title therefor reflecting Purchaser as the owner and Seller as the sole lienholder.

Section 5.2 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

Section 5.3 Security Interest. To the extent permitted by law and to secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on (a) Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, (b) all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, (c) any proceeds of any of the foregoing, including insurance proceeds, and (d) the Restricted Account and all monies therein. Purchaser shall execute any additional documents, in

in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VI.

COVENANTS CONCERNING PURCHASER AND THE PROPERTY

Section 6.1 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. In connection with any Property Schedule for which a Restricted Account has been established, Purchaser shall execute and deliver Disbursement Requests in the form attached to the Property Schedule to Seller from time to time (with such supporting documentation as may be required by the Disbursement Request) for the purpose of effecting disbursements from the Restricted Account to pay (or reimburse Purchaser for) costs of the Property so acquired and installed pursuant to such Property Schedule; and in connection with the final Disbursement Request for a Property Schedule, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule. In connection with any Property Schedule for which a Restricted Account has not been established, Purchaser shall accept the Property subject thereto prior to or contemporaneously with the Commencement Date, and shall evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule (together with such copies of invoices, proofs of payment, bills of sale and certificates of title or origin as Seller may require).

Section 6.2 Maintenance of Property by Purchaser. Purchaser shall, at Purchaser's sole cost and expense, keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will, at Purchaser's sole cost and expense, enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

Section 6.3 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation

or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

Section 6.4 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

Section 6.5 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, impair any applicable warranty or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements.

Section 6.6 Financial Statements and Information. Purchaser shall deliver to Seller, (a) within 270 days after the end of each of its fiscal years, its annual audited financial statements for such fiscal year, accompanied by an unmodified opinion of Purchaser's auditor, but if audited annual financial statements are not available by such time, Purchaser shall deliver to Seller unaudited annual financial statements, then provide audited financial statements no later than 455 days after the end of such fiscal year end, and <24> days after the end of each of its fiscal years, its annual audited financial statements for such fiscal year, accompanied by an unqualified opinion of Purchaser's independent auditor, and (b) within 30 days after adoption, a copy of its annual budget for each fiscal year during the Term. Purchaser shall also deliver to Seller such other financial information as Seller may reasonably request.

ARTICLE VII.

INSURANCE; DAMAGE OR DESTRUCTION OF PROPERTY

Section 7.1 Insurance. At its own expense, Purchaser shall maintain, (a) casualty insurance insuring the Property

loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks required by Seller, in an amount equal to at least the outstanding principal component of Installment Payments and with a deductible not exceeding ~~\$5,000~~<25>, and (b) liability insurance that protects Seller from liability for bodily injury and property damage in an amount and with deductibles reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property, to the extent required by applicable law. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are acceptable to Seller and are authorized to issue such insurance in the State. All such policies of liability insurance shall name Seller as an additional insured. All such policies of casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance policies shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least ten (10) days in advance of such cancellation or modification. All such insurance policies shall also contain an endorsement providing that coverage in favor of Seller will not be impaired in any way by any act, omission or default of Purchaser or any other person. Purchaser may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserve, risk retention program or other self-insurance program, in each case with Seller's prior written consent. Purchaser shall provide to Seller, on or before the Commencement Date for each Property Schedule, and thereafter upon request of Seller, certificates evidencing such coverage, or, if Seller has consented to self-insurance, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above. Purchaser shall furnish to Seller, upon request of Seller, reports on each existing insurance policy showing such information as Seller may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured against; (3) the amount of the policy; (4) the properties insured; and (5) the expiration date of the policy.

Section 7.2 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority (each such event, a "Casualty Loss"), Purchaser shall either (i) cause the prompt repair or restoration of the affected Property to substantially the same condition as it was in prior to the occurrence of the Casualty Loss or the prompt replacement of the affected Property with substitute Property of substantially like type, utility and condition as the Property subject to the Casualty Loss; and Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the cost thereof, or (ii) exercise its option to prepay the obligations under the affected Property Schedule in accordance with Section 9.3. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. The term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 7.3 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, replacement or restoration referred to in Section 7.2, Purchaser shall (a) complete such replacement, repair or restoration and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 3.1, or (b) exercise its option to prepay the obligations under the affected Property Schedule in accordance with Section 9.3. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration or replacement or after such prepayment may be retained by Purchaser.

ARTICLE VIII. WARRANTIES; RISK OF LOSS

Section 8.1 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

Section 8.2 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

Section 8.3 Release and Indemnification Covenants. Whether or not covered by insurance or self-insurance, Purchaser hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Property under any Property Schedule from any cause, and no such loss of or damage to or liability arising from the Property shall relieve Purchaser of the Obligation to make Installment Payments or to perform any other obligation

any Property Schedule. To the extent permitted by applicable law, but only from legally available funds, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own gross negligence or willful misconduct. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE IX. OPTION TO PURCHASE OR PREPAY

Section 9.1 Option to Purchase. With respect to each Property Schedule, Purchaser shall have the option to terminate Seller's interest in the Property and any restrictions herein on the Property under such Property Schedule on the last day of the Term for such Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Installment Payments due thereunder plus payment of One (1) Dollar to Seller.

Section 9.2 Optional Prepayment. From and after the date specified (if any) in the applicable Payment Schedule to a Property Schedule, Purchaser shall have the option to prepay in whole the Installment Payments due under such Property Schedule, on the Installment Payment Dates specified in the Property Schedule, by paying in full all Installment Payments then due under the Property Schedule plus the then-applicable Prepayment Price as set forth in the Payment Schedule, plus all other amounts then owing thereunder. Purchaser shall give written notice to Seller of its intent to prepay Installment Payments under any Property Schedule not fewer than thirty (30) days prior to the prepayment date.

Section 9.3 Prepayment Upon Casualty Loss. If Purchaser elects to prepay the Installment Payments under a Property Schedule following a Casualty Loss pursuant to Section 7.2 hereof, Purchaser shall give written notice thereof to Seller not later than thirty (30) days after the occurrence of the Casualty Loss, and Purchaser shall pay, on the Installment Payment Date next succeeding the delivery of such notice, all Installment Payments then due under the Property Schedule plus the then-applicable the Prepayment Price as set forth in the Payment Schedule, plus all other amounts then owing thereunder.

Section 9.4 Transfer of Title. Upon exercise of any purchase or prepayment option with respect to a Property Schedule as set forth in this Article IX and payment of all amounts owing with respect thereto, Seller's interest in and to the Property subject to such Property Schedule shall terminate, and Seller shall deliver to Purchaser all such documents and instruments as Purchaser may reasonably require to evidence the transfer, without warranty by or recourse to Seller, of all of Seller's right, title and interest in and to the Property subject to such Property Schedule to Purchaser.

ARTICLE X. ASSIGNMENT AND LEASING

Section 10.1 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including acknowledgements of notices of assignment that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

Section 10.2 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

Section 10.3 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT, THE PROPERTY SCHEDULES AND IN THE PROPERTY THEREUNDER MAY BE ASSIGNED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

ARTICLE XI. EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Purchaser (i) to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein, or (ii) to observe and perform the covenants and agreements set forth in Sections 6.3, 7.1 or 10.3 of this Agreement with respect to the Property Schedule;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule (including failure to provide financial information in accordance with the requirements of Section 6.6) other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order of relief entered against it under applicable federal bankruptcy

or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding;

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days; or

(f) Any default shall occur under any other agreement between Purchaser and Seller or an affiliate of Seller relating to the borrowing of money, the lease financing of property or otherwise receiving credit, including without limitation any other Property Schedule hereunder.

Section 11.2 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current fiscal year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior fiscal years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less ("Default Rate");

(b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller the entire balance of such principal component, together with interest on such sum from the date of acceleration until so paid at the Default Rate, together with all other sums then due under the Property Schedule;

(c) Seller may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the continental United States as Seller shall specify;

(d) Seller may terminate the Property Schedule, and may sell, lease or otherwise dispose of the Property in whole or in part, in one or more public or private transactions; provided, however, that any proceeds from the sale, lease or disposition of the Property in excess of the sum required to (i) pay off any outstanding principal component of Installment Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Seller's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Purchaser or such other creditor of Purchaser as may be entitled thereto;

(e) Seller may apply monies in any Restricted Account relating to the Property Schedule to payment of Purchaser's obligations under the Property Schedule; and

(f) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights

under the Property Schedule and this Agreement; provided that no deficiency shall be allowed against Purchaser, except with respect to any unpaid Installment Payments to the end of the then-current fiscal year of Purchaser and unpaid costs and expenses incurred by Seller in connection with the repossession and disposition of the Property.

Section 11.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 11.4 Costs and Attorney Fees. Upon the occurrence of an Event of Default, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XII. MISCELLANEOUS

Section 12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the signature page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.

Section 12.2 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional purchase price for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to promptly pay such amounts so advanced by Seller.

Section 12.3 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to

the purposes and intentions of this Agreement and the Property Schedules.

Section 12.4 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

Section 12.5 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.6 Waiver of Jury Trials. To the extent permitted by applicable law, Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

Section 12.7 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

Section 12.8 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.11 Disclaimer. Purchaser acknowledges that (i) Seller is acting solely for its own account and not as a fiduciary for Purchaser or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor, (ii) Seller has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Purchaser or with respect to the Installment Payments, and (iii) Seller has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, or the correctness of any legal interpretation made by counsel to any other party with respect to any such matters.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

City of Stevenson<3>, as Purchaser

OPUS BANK, as Seller

By: _____
Name: Scott Anderson<5>
Title: Mayor<6>

By: _____
Name: _____
Title: _____

Address: PO Box 371, Stevenson, WA 98648<7>

Address: 19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

**City of Stevenson
Water Meter Lease
Good Faith Estimate Summary**

Principal Amount	\$321,000.00
Interest Amount	\$50,156.74
Total Costs of Issuance / Finance Charge	\$1,000.00
Interest Rate	2.83%
True Interest Cost	2.89%
Proceeds to be Received	\$320,000.00
Total Payment Amount	\$371,156.74
Max Purchase Option	\$337,050.00

5% Max Prepayment Pen

Costs of Issuance	Amount
Bank Documentation Fee	\$1,000.00
Other Fees	\$0.00
Total Costs of Issuance	\$1,000.00
Costs of Issuance Paid from Proceeds	\$1,000.00

**City of Stevenson
Water Meter Lease**

Amortization Schedule

Payment Date	Loan Draw	Ending Cumulative Balance	Rate 2.83%		
			Principal	Interest	Total Payment
03/20/20	\$321,000	\$321,000			
10/01/20		\$307,287	13,712.88	4,844.96	18,557.84
04/01/21		\$293,077	14,209.73	4,348.11	18,557.84
10/01/21		\$278,667	14,410.79	4,147.05	18,557.84
04/01/22		\$264,052	14,614.71	3,943.13	18,557.84
10/01/22		\$249,230	14,821.51	3,736.33	18,557.84
04/01/23		\$234,199	15,031.23	3,526.61	18,557.84
10/01/23		\$218,955	15,243.92	3,313.92	18,557.84
04/01/24		\$203,496	15,459.62	3,098.22	18,557.84
10/01/24		\$187,817	15,678.38	2,879.46	18,557.84
04/01/25		\$171,917	15,900.23	2,657.61	18,557.84
10/01/25		\$155,792	16,125.21	2,432.63	18,557.84
04/01/26		\$139,438	16,353.39	2,204.45	18,557.84
10/01/26		\$122,854	16,584.79	1,973.05	18,557.84
04/01/27		\$106,034	16,819.46	1,738.38	18,557.84
10/01/27		\$88,977	17,057.46	1,500.38	18,557.84
04/01/28		\$71,678	17,298.82	1,259.02	18,557.84
10/01/28		\$54,134	17,543.60	1,014.24	18,557.84
04/01/29		\$36,342	17,791.84	766.00	18,557.84
10/01/29		\$18,299	18,043.59	514.25	18,557.84
04/01/30		(\$0)	18,298.84	258.93	18,557.77
10/01/30		(\$0)		(0.00)	(0.00)
04/01/31		(\$0)		(0.00)	(0.00)
10/01/31		(\$0)		(0.00)	(0.00)
04/01/32		(\$0)		(0.00)	(0.00)
10/01/32		(\$0)		(0.00)	(0.00)
04/01/33		(\$0)		(0.00)	(0.00)
10/01/33		(\$0)		(0.00)	(0.00)
04/01/34		(\$0)		(0.00)	(0.00)
10/01/34		(\$0)		(0.00)	(0.00)
04/01/35		(\$0)		(0.00)	(0.00)
10/01/35		(\$0)		(0.00)	(0.00)
	<u>321,000</u>		<u>321,000.00</u>	<u>50,156.74</u>	<u>371,156.74</u>

Weighted Average Life: 5.52 years

City of Stevenson
Computer Equipment Lease

Amortization Schedule

All-In Rate
2.89%

Payment Date	Loan Draw	Cumulative Balance	Principal	Interest	Total Payment
03/20/20	\$321,000.00	\$321,000.00			
10/01/20	\$0.00	\$307,287.12	13,712.88	4,918.29	18,631.17
04/01/21	\$0.00	\$293,077.39	14,209.73	4,437.04	18,646.77
10/01/21	\$0.00	\$278,666.60	14,410.79	4,231.86	18,642.65
04/01/22	\$0.00	\$264,051.89	14,614.71	4,023.77	18,638.48
10/01/22	\$0.00	\$249,230.38	14,821.51	3,812.75	18,634.26
04/01/23	\$0.00	\$234,199.15	15,031.23	3,598.73	18,629.96
10/01/23	\$0.00	\$218,955.23	15,243.92	3,381.69	18,625.61
04/01/24	\$0.00	\$203,495.61	15,459.62	3,161.58	18,621.20
10/01/24	\$0.00	\$187,817.23	15,678.38	2,938.35	18,616.73
04/01/25	\$0.00	\$171,917.00	15,900.23	2,711.96	18,612.19
10/01/25	\$0.00	\$155,791.79	16,125.21	2,482.37	18,607.58
04/01/26	\$0.00	\$139,438.40	16,353.39	2,249.54	18,602.93
10/01/26	\$0.00	\$122,853.61	16,584.79	2,013.40	18,598.19
04/01/27	\$0.00	\$106,034.15	16,819.46	1,773.93	18,593.39
10/01/27	\$0.00	\$88,976.69	17,057.46	1,531.07	18,588.53
04/01/28	\$0.00	\$71,677.87	17,298.82	1,284.77	18,583.59
10/01/28	\$0.00	\$54,134.27	17,543.60	1,034.98	18,578.58
04/01/29	\$0.00	\$36,342.43	17,791.84	781.67	18,573.51
10/01/29	\$0.00	\$18,298.84	18,043.59	524.76	18,568.35
04/01/30	\$0.00	(\$0.00)	18,298.84	264.22	18,563.06
10/01/30	\$0.00	(\$0.00)	-	(0.00)	(0.00)
04/01/31	\$0.00	(\$0.00)	-	(0.00)	(0.00)
10/01/31	\$0.00	(\$0.00)	-	(0.00)	(0.00)
04/01/32	\$0.00	(\$0.00)	-	(0.00)	(0.00)
10/01/32	\$0.00	(\$0.00)	-	(0.00)	(0.00)
04/01/33	\$0.00	(\$0.00)	-	(0.00)	(0.00)
10/01/33	\$0.00	(\$0.00)	-	(0.00)	(0.00)
04/01/34	\$0.00	(\$0.00)	-	(0.00)	(0.00)
10/01/34	\$0.00	(\$0.00)	-	(0.00)	(0.00)
04/01/35	\$0.00	(\$0.00)	-	(0.00)	(0.00)
10/01/35	\$0.00	(\$0.00)	-	(0.00)	(0.00)
	\$321,000.00		321,000.00	51,156.74	372,156.74

Weighted Average Life:

5.52 years

EXHIBIT A

PROPERTY SCHEDULE NO. ~~<8>~~530000013442

TO MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule is entered into as of the Commencement Date described below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement dated as of ~~March 20, 2020~~<2> (the "Agreement") between ~~<3>~~City of Stevenson, a political subdivision of the State of ~~<4>~~Washington ("Purchaser"), and Opus Bank, a California commercial bank ("Seller").

1. Interpretation. The Agreement is incorporated herein by reference in its entirety. In the event of a conflict between the provisions of the Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used without definition in this Property Schedule have the meanings given in the Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is ~~<9>~~March 20, 2020.

3. Property Description. The Property subject to this Property Schedule, and the location(s) of the Property, are described on Exhibit 1 attached hereto.

4. Property Cost. The cost of the Property to be funded by Seller under this Property Schedule is \$~~<10>~~321,000.00. [This amount includes a documentation fee payable to Seller in the amount of \$~~<11>~~1,000.00.]

5. Payment Schedule. Installment Payments shall be paid under this Property Schedule in such amounts and on such Installment Payment Dates as set forth on the Payment Schedule attached hereto as Exhibit 2 (the "Payment Schedule").

6. Proceeds.

~~[OPTION 1 — ALL PROCEEDS DISBURSED TO PURCHASER OR VENDOR ON COMMENCEMENT DATE] Seller shall disburse the proceeds of this Property Schedule to the Vendor (or to Purchaser to reimburse it) in accordance with the instructions attached hereto as Exhibit 3.~~

~~[OPTION 2 — PROCEEDS DEPOSITED IN A RESTRICTED ACCOUNT] Seller shall deposit the proceeds of this Property Schedule in a Restricted Account at Seller bearing account no. ~~<12>~~49519119. Amounts on deposit in the Restricted Account shall be disbursed from time to time upon execution and delivery by Purchaser to Seller of Disbursement Requests in the form attached hereto as Exhibit 3, as provided by Section 6.1 of the Agreement. Any proceeds of this Property Schedule remaining on ~~<13>~~September 20, 2021 (the "Termination Date") in the Restricted Account shall be applied by Seller as a prepayment of the unpaid Installment Payments under this Property Schedule in inverse order of their respective due dates; provided, however, that such prepayment shall be subject to any applicable prepayment premium. Seller shall provide Purchaser with a revised Payment Schedule which shall reflect the revised principal balance and reduced Installment Payments due under this Property Schedule. The Termination Date may be amended in a writing signed by Seller and Purchaser.~~

7. Acceptance Certificate. The form of Acceptance Certificate is attached to this Property Schedule as Exhibit 4.

8. Purchaser's General Certificate. The Purchaser's General and Tax Certificate is attached to this Property Schedule as Exhibit 5.

9. Purchaser's Incumbency Certificate. The Purchaser's Incumbency and Authorization Certificate is attached to this Property Schedule as Exhibit 6

10. Opinion. The opinion of Purchaser's counsel is attached to this Property Schedule as Exhibit 7.

11. Insurance.

~~Lessee's insurance agreement is attached to this Property Schedule as Exhibit 8-A and a letter from Lessee's risk manager or insurance consultant for liability insurance is attached to this Property Schedule as Exhibit 8-B. [OPTION 1 — PURCHASER MAINTAINS INSURANCE] Purchaser's insurance agreement is attached to this Property Schedule as Exhibit 8.~~

~~[OPTION 2 — SELLER HAS CONSENTED TO SELF-INSURANCE] A letter from Purchaser's risk manager or insurance consultant is attached to this Property Schedule as Exhibit 8.~~

12. Financial Statements. Purchaser has delivered to Seller its statement of financial position for the fiscal year of Purchaser ending ~~<14>~~December 31, 2018, and the related statement of activities and statement of cash flows and changes in financial position for the fiscal year then ended and the auditors' reports with respect thereto. For purposes of this Property Schedule, the above-referenced statements are the Financial Statements referenced in Section 4.1(k) of the Agreement.

13. Form 8038-G or -GC. The Form 8038-G or Form 8038-GC with respect to this Property Schedule is attached to this Property Schedule as Exhibit 9.

14. Representations and Warranties. Purchaser represents and warrants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date. Purchaser further represents and warrants that no Event of Default has occurred and is continuing under any Property Schedule currently in effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller has caused this Property Schedule to be executed in its name by its duly authorized officer, and Purchaser has caused this Property Schedule to be executed in its name by its duly authorized officer.

<3>City of Stevenson, Purchaser

OPUS BANK, Seller

By: _____

By: _____

Name: <5>Scott Anderson

Name: _____

Title: <6>Mayor

Title: _____

Address: <7>PO Box 371, Stevenson, WA 98648

Address: 19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

PROPERTY DESCRIPTION

The Property is as described in <15>Energy Services Proposal 2018-784 A (1) for City of Stevenson dated <16>February 6, 2020 attached, together with all other property described in quotes, invoices, and purchase contracts submitted by Lessee to Lessor and financed by funds from the Restricted Account after the Commencement Date, and ~~herein by this reference~~ ~~inserted below~~ ~~attached~~, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

The Property is located (or in the case of motor vehicles, based at) <17>Stevenson Municipal Water System, Stevenson, WA.

The Property is used for <18>monitoring water usage and other typical uses of water meter equipment by a municipality. This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

<3>City of Stevenson,
Purchaser

By: _____
Name: <5>Scott Anderson
Title: <6>Mayor

**Exhibit 2 to Property Schedule No. <8>53000013442
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

INSTALLMENT PAYMENT SCHEDULE

Installment Payment Date	Installment Payment Amount	Interest Component	Principal Component	Outstanding Balance*
10-01-2020	18,557.84	4,844.96	13,712.88	307,287.12
	18,557.84	4,844.96	13,712.88	
04-01-2021	18,557.84	4,348.11	14,209.73	293,077.39
10-01-2021	18,557.84	4,147.05	14,410.79	278,666.60
	37,115.68	8,495.16	28,620.52	
04-01-2022	18,557.84	3,943.13	14,614.71	264,051.89
10-01-2022	18,557.84	3,736.33	14,821.51	249,230.38
	37,115.68	7,679.46	29,436.22	
04-01-2023	18,557.84	3,526.61	15,031.23	234,199.15
10-01-2023	18,557.84	3,313.92	15,243.92	218,955.23
	37,115.68	6,840.53	30,275.15	
04-01-2024	18,557.84	3,098.22	15,459.62	203,495.61
10-01-2024	18,557.84	2,879.46	15,678.38	187,817.23
	37,115.68	5,977.68	31,138.00	
04-01-2025	18,557.84	2,657.61	15,900.23	171,917.00
10-01-2025	18,557.84	2,432.63	16,125.21	155,791.79
	37,115.68	5,090.24	32,025.44	
04-01-2026	18,557.84	2,204.45	16,353.39	139,438.40
10-01-2026	18,557.84	1,973.05	16,584.79	122,853.61
	37,115.68	4,177.50	32,938.18	
04-01-2027	18,557.84	1,738.38	16,819.46	106,034.15
10-01-2027	18,557.84	1,500.38	17,057.46	88,976.69
	37,115.68	3,238.76	33,876.92	
04-01-2028	18,557.84	1,259.02	17,298.82	71,677.87
10-01-2028	18,557.84	1,014.24	17,543.60	54,134.27
	37,115.68	2,273.26	34,842.42	
04-01-2029	18,557.84	766.00	17,791.84	36,342.43
10-01-2029	18,557.84	514.25	18,043.59	18,298.84
	37,115.68	1,280.25	35,835.43	
04-01-2030	18,557.77	258.93	18,298.84	0.00
	18,557.77	258.93	18,298.84	

*After payment of Installment Payment due on such date.

This Installment Payment Schedule is based on the terms set forth in the Agreement and the Property Schedule, assumes that payments are made as scheduled, and that no prepayments occur prior to the last day of the Property Schedule term. The interest

component of the Installment Payment Schedule is subject to change based on application of the Contract Rate (the Taxable Rate if applicable, or the Default Rate if applicable) to the principal component of the Installment Payments remaining unpaid. Actual amounts may vary if payments are made on different dates or in different amounts.

Contract Rate; Taxable Rate; Default Rate. The Contract Rate, annual interest rate, applicable to this Property Schedule is <19>2.83% per annum. The Taxable Rate for this Property Schedule is <20>3.59% per annum. The Default Rate for this Property Schedule is set forth in Section 11.2(a) of the Agreement. Interest is calculated on the basis of a 360 day year consisting of twelve 30-day months.

~~During the first ten years of the Term (the "Prepayment Premium Period"), the Property Schedule may be prepaid in whole, but not in part, on any Installment Payment Date upon at least thirty (30) days written notice, and the principal component of Installment Payments under this Property Schedule is subject to a prepayment premium. During the Prepayment Premium Period, the Prepayment Price must include the payment of: (a) interest accrued and unpaid on the principal component of all Installment Payments to and including the prepayment date, (b) the sum of the principal component of all remaining Installment Payments scheduled through the end of the Term, (c) all other sums then-due under this Property Schedule, and (d) a "Prepayment Premium" equal to five percent (5.000%) of the principal amount being prepaid during the first, second, and third Property Schedule Years, four percent (4.000%) of the principal amount being prepaid during the fourth, fifth, and sixth Property Schedule Years, three percent (3.000%) of the principal amount being prepaid during the seventh and eighth Property Schedule Years, two percent (2.000%) during the ninth Property Schedule Year, and one percent (1.000%) during the tenth Property Schedule Year. "Property Schedule Year" means each 365-day period (366 days in a leap year) after the Commencement Date. On any Installment Payment Date occurring after the end of the Prepayment Premium Period, this Property Schedule may be prepaid in whole by payment of a Prepayment Price which must include the payment of: (a) interest accrued and unpaid on the principal component of all Installment Payments to and including the payment date, (b) the sum of the principal component of all remaining Installment Payments scheduled through the end of the Term, and (c) all other sums then-due under this Property Schedule. **OPTION 1: Prepayment Price.** During the first three years of the Term (the "Prepayment Premium Period"), the Property Schedule may be prepaid in whole, but not in part, on any Installment Payment Date upon at least thirty (30) days written notice, and the principal component of Installment Payments under this Property Schedule is subject to a prepayment premium. During the Prepayment Premium Period, the Prepayment Price must include the payment of: (a) interest accrued and unpaid on the principal component of all Installment Payments to and including the prepayment date, (b) the sum of the principal component of all remaining Installment Payments scheduled through the end of the Term, (c) all other sums then-due under this Property Schedule, and (d) a "Prepayment Premium" equal to three percent (3.000%) of the principal amount being prepaid during the first Property Schedule Year, two percent (2.000%) of the principal amount being prepaid during the second Property Schedule Year, and one percent (1.000%) during the third Property Schedule Year. "Property Schedule Year" means each 365-day period (366 days in a leap year) after the Commencement Date. On any Installment Payment Date occurring after the end of the Prepayment Premium Period, this Property Schedule may be prepaid in whole by payment of a Prepayment Price which must include the payment of: (a) interest accrued and unpaid on the principal component of all Installment Payments to and including the payment date, (b) the sum of the principal component of all remaining Installment Payments scheduled through the end of the Term, and (c) all other sums then-due under this Property Schedule.]~~

~~**OPTION 2: Prepayment Price.** The Property Schedule may be prepaid in whole, but not in part, on any Installment Payment Date upon at least thirty (30) days written notice. This Property Schedule may be prepaid by payment of a Prepayment Price which must include the payment of: (a) interest accrued and unpaid on the principal component of all Installment Payments to and including the payment date, (b) the sum of the principal component of all remaining Installment Payments through the end of the Term, and (c) all other sums then-due under this Property Schedule.~~

<3>City of Stevenson,
Purchaser

By: _____
Name: <5>Scott Anderson
Title: <6>Mayor

~~{OPTION 1}~~

Exhibit 3 to Property Schedule No. ~~<8>~~53000013442
Master Tax-Exempt Installment Purchase Agreement dated as of ~~<2>~~March 20, 2020

INSTRUCTION TO PAY PROCEEDS

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the above-referenced Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

[Seller is authorized to retain from the proceeds of the above-referenced Property Schedule any documentation fee provided for in such Property Schedule.]

~~<3>~~City of Stevenson

By: _____

~~<5>~~Scott Anderson

~~<6>~~Mayor

{OPTION 2}

**Exhibit 3 to Property Schedule No. <8>53000013442
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

DISBURSEMENT REQUEST NO. _____

Pursuant to the Master Tax-Exempt Installment Purchase Agreement dated as of March 20, 2020 <2> (the "Master Agreement") between <3>City of Stevenson, a political subdivision of the State of <4>Washington ("Purchaser"), and Opus Bank ("Seller"), and Property Schedule No. <8>53000013442 thereunder, Seller is hereby requested to pay, from the Restricted Account, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of costs of the Property set forth opposite such payee's name. Capitalized terms used without definition in this Disbursement Request shall have the meanings assigned to them in the Master Agreement.

PAYEE	PAYEE'S ADDRESS	AMOUNT	INVOICE #	PROPERTY DESCRIPTION

Purchaser hereby certifies that:

1. Attached hereto are true and correct copies of manufacturer's and/or dealer's invoices relating to the order, delivery and acceptance of the Property described in this Disbursement Request.
2. Unless this Disbursement Request relates to partial payment of a Vendor in connection with a purchase order approved by Seller, (a) the above-described Property has been acquired, delivered, installed and accepted as of the date hereof, (b) Purchaser has conducted such inspection and/or testing of such Property as it deems necessary and appropriate, and (c) Purchaser has accepted the above-described Property for all purposes under the Property Schedule.
3. The representations and warranties contained in the Master Agreement are true and correct as of the date hereof.
4. No Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____.

City of Stevenson<3>,
Purchaser

By: _____
<5>Scott Anderson
<6>Mayor

Exhibit 4 to Property Schedule No. <8>530000013442
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020

FORM OF ACCEPTANCE CERTIFICATE

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Purchaser identified below and, with respect to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement") between Purchaser and Opus Bank ("Seller") and Property Schedule No. <8>530000013442 thereto (the "Property Schedule"), that:

1. The Property subject to the Property Schedule has been delivered and installed in its entirety in accordance with the specifications, is in good working order and is fully operational and has been fully accepted by Purchaser on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices (to the extent not previously delivered to Seller) and the bills of sale for the Property.

3. Purchaser has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Installment Payments required to be paid under the Property Schedule during the current budget year of Purchaser. Such moneys will be applied in payment of all such Installment Payments due and payable during such current budget year.

4. No event or condition that constitutes an Event of Default, or with notice or lapse of time, or both, would constitute, an Event of Default, exists at the date hereof.

Capitalized terms used without definition herein have the meanings given in the above-referenced Master Agreement.

Date: _____

<3>City of Stevenson,

Purchaser

By: _____

<5>Scott Anderson

<6>Mayor

Exhibit 5 to Property Schedule No. <8>53000013442
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020

PURCHASER'S GENERAL AND TAX CERTIFICATE

The undersigned, being the duly elected, qualified and acting <6>Mayor of <3>City of Stevenson, a political subdivision of the state of <4>Washington ("Purchaser") do hereby certify, as of the Commencement Date for the Property Schedule referred to below (the "Commencement Date"), as follows:

1. The meeting(s) of the governing body of the Purchaser at which the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement") between Purchaser and Opus Bank ("Seller") and Property Schedule No. <8>53000013442 thereto (the "Property Schedule") were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body and all applicable open meeting laws; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

2. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof with respect to the Property Schedule or any other Property Schedules under the Master Agreement.

3. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

4. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current fiscal year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule, or the financial condition, assets, properties or operations of Purchaser and Purchaser's ability to make the Installment Payments. As of the date hereof, Purchaser is not in default with respect to any order or decree of any court, regulatory agency, public board or body, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Master Agreement or the Property Schedule, or the financial condition, assets, properties or operations of Purchaser.

~~6. ——— OPTION 1: Purchaser has designated the Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year in which the Commencement Date falls, in an amount not exceeding \$10,000,000.~~

6. ~~OPTION 2:~~ Purchaser has not designated the Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.

7. ~~OPTION 1:~~ (a) Purchaser is a governmental unit under the law of the State with general taxing powers, (b) the Property Schedule is not a private activity bond as defined in Section 141 of the Code, (c) 95% or more of the net proceeds of the Property Schedule will be used for local government activities of Purchaser, and (d) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by Purchaser (and all subordinate entities thereof) during the calendar year in which the Commencement Date falls is not reasonably expected to exceed \$5,000,000.

7. ~~OPTION 2: Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Property Schedule will be expended for the governmental purposes for which the Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Purchaser is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Purchaser shall compute rebatable arbitrage on the Property Schedule and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Installment Payment due under the Property Schedule.~~

Capitalized terms used without definition in this Certificate have the meanings given in the Master Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the Commencement Date.

By: _____

Name: <5>Scott Anderson

Title: <6>Mayor

**Exhibit 6 to Property Schedule No. <8>530000013442
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

CERTIFICATE OF INCUMBENCY AND AUTHORIZATION

The undersigned, being the duly elected, qualified and acting <21>City Administrator/Clerk/Treasurer of <3>City of Stevenson, a political subdivision of the state of <4>Washington (“Purchaser”) does hereby certify, as of the Commencement Date for the Property Schedule referred to below (the “Commencement Date”), as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held <22>March 19, 2020 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of Property Schedule No. <8>530000013442 (the “Property Schedule”) to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the “Master Agreement”), by the <6>Mayor of Purchaser (the “Authorized Representative”).

2. The name and title of the Authorized Representative is set forth below, and the signature set forth below is the true and authentic signature of the Authorized Representative.

NAME

TITLE

SIGNATURE

<5>Scott Anderson

<6>Mayor

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below:

<3>City of Stevenson

By: _____

<23>Leana Kinley

<21>City Administrator/Clerk/Treasurer

OPINION OF PURCHASER'S COUNSEL

[DATE]

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Re: Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Agreement") by and between OPUS BANK ("Seller") and <3>City of Stevenson ("Purchaser")

Ladies and Gentlemen:

We have acted as counsel to Purchaser with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Property Schedule No. <8>530000013442 executed pursuant thereto (the "Property Schedule"). The Agreement and the Property Schedule are referred to herein as the "Financing Documents." The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Financing Documents. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion, as of the Commencement Date specified in the Property Schedule, that:

1. Purchaser is the State or Commonwealth of <4>Washington (the "State") or a political subdivision of the State, in each case within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Purchaser is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Purchaser, and are legal, valid and binding obligations of Purchaser enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Purchaser relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. Purchaser has obtained all consents and approvals of other governmental agencies or authorities which may be required for the execution, delivery and performance by Purchaser of the Financing Documents.

5. The execution of the Financing Documents and the obligation to pay the Installment Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Purchaser.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Purchaser, the authority of Purchaser or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Purchaser to make Installment Payments under the Financing Documents, or the ability of Purchaser otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Financing Documents, but only with regard to matters specifically set forth herein.

Very truly yours,
[Purchaser Counsel Firm Name]

By: _____
Name: _____
Title: _____

{OPTION 1}

Exhibit 8 to Property Schedule No. <8>530000013442
Master Tax-Exempt Installment Purchase Agreement dated <2>March 20, 2020

AGREEMENT TO PROVIDE INSURANCE

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Re: Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement") by and between OPUS BANK ("Seller") and <3>City of Stevenson ("Purchaser")

Purchaser, <3>City of Stevenson, understands that insurance coverage is required in connection with the above-referenced Master Agreement and Property Schedule No. <8>530000013442 thereto (collectively, the "Agreement"). These requirements are set forth in the Agreement. The following minimum insurance coverages must be provided:

Type: Fire and extended coverage.

Amount: Full Insurable Value; at minimum an amount equal to the outstanding principal component of Installment Payments under the Property Schedule; however in no event greater than the value of the replacement cost of the Property. Deductibles may not exceed <25>\$5,000.00.

~~[Amount for Motor Vehicles: Comprehensive property insurance covering collision and non-collision damage in an amount at least equal to the lesser of: (a) 100% of the replacement value of the equipment/vehicle(s), and (b) the aggregate outstanding principal component of Rental Payments under the Property Schedule; however in no event greater than the value of the replacement cost of the Property. Deductibles may not exceed <25>.]~~

Basis: Replacement value.

Endorsements: Insurance shall include the standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Seller for non-payment of premium, or 30 days for any other cancellation or modification, and without disclaimer of the Insurer's liability for failure to give such notice.

Evidence of Insurance: Purchaser shall provide evidence of sufficient property insurance coverage on an ACORD 28 (2014/01) edition form (or equivalent satisfactory to Seller). Seller must be named as "LENDER LOSS PAYEE". Co-insurance is not acceptable. Seller's loss payable endorsement on form [438BFU] [CP 12 18] (or its equivalent satisfactory to Lessor) must be attached. Seller's name and address shall initially appear as:

Opus Bank
Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department

Type: General Liability

Amount: Primary coverage not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

Notice: Coverage will not be cancelled or diminished for non-payment without a minimum 10 days prior written notice to Seller, or for any other cancellation without 30 days prior written notice to Seller.

~~[Evidence of Insurance: Purchaser shall provide sufficient evidence of liability insurance on an ACORD 25 (2014/01) edition form (or similar forms acceptable to Seller in its sole discretion) naming Seller as "CERTIFICATE HOLDER" and an ADDITIONAL INSURED ENDORSEMENT CG 2018 must be attached. Seller's name and address shall initially appear as:~~

~~Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department~~

Evidence of Insurance (pooled self-insured): Purchaser shall provide sufficient evidence of liability insurance in the form of a letter from Purchaser's risk manager in form and substance acceptable to Seller in its sole discretion. Purchaser's Memorandum of Coverage must name Seller (including its successors, assigns, and beneficiaries) as an additional "PROTECTED PARTY" and provide evidence of such designation to Seller. Seller's name and address shall initially appear as:

Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department

Type: Worker's Compensation

As required by applicable law

Acceptable Insurance Companies. The insurer must be licensed to do business in the State and must be licensed to transact the lines of insurance required in this transaction. Seller shall have the right to approve or, for reasonable cause, disapprove the insurer selected to underwrite insurance. The policy evidencing coverage shall be underwritten by an insurer having a minimum general policyholder's Best rating of "A+", and a financial size category of "III" or better from A.M. Best Company.

FAILURE TO PROVIDE INSURANCE. Purchaser acknowledges and agrees that if Purchaser fails to provide any required insurance or fails to continue such insurance in force, Seller may do so at Purchaser's expense as provided in the Agreement. PURCHASER ACKNOWLEDGES THAT IF SELLER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE PROPERTY, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE INSTALLMENT PAYMENTS, OR (2) THE VALUE OF THE PROPERTY; HOWEVER, PURCHASER'S EQUITY IN THE PROPERTY MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Property, Purchaser authorizes Seller to provide to any person (including any insurance agent or company) all information Seller deems appropriate, whether regarding the Property and the Agreement.

<3> City of Stevenson, as Purchaser

By: _____

<5> Scott Anderson

<6> Mayor

**Exhibit 8 to Property Schedule No. <8>530000013442
Master Tax-Exempt Installment Purchase Agreement dated <2>March 20, 2020**

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Ladies and Gentlemen:

The undersigned is the risk manager or insurance consultant for <3>City of Stevenson (the "Purchaser"), and in such connection the undersigned is familiar with Purchaser's insurance and self-insurance arrangements. In connection with Property Schedule No. <8>530000013442 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement"), between Purchaser and Opus Bank (the "Seller"), the undersigned makes the following certifications to Seller, as of the Commencement Date of the Property Schedule. Capitalized terms used but not defined herein have the meanings given in the Master Agreement.

1. Purchaser is self-insured for damage or destruction to the Property described in the Property Schedule (the "Property"). The dollar amount limit for property damage to the Property under such self-insurance program is \$_____. [Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for property damage to the Property which policy has a dollar limit for property damage to the Property under such policy of \$_____.]

2. Purchaser is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Property. The dollar limit for such liability claims under the Purchaser's self-insurance program is \$_____. [Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Property in the amount of \$_____.]

[3]. Purchaser maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Purchaser's self-insurance liabilities is \$_____. [Amounts paid from Purchaser's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____

Date: _____

Very truly yours,

By: _____

Name: _____

Title: _____

Exhibit 9 to Property Schedule No. ~~8~~530000013442
Master Tax-Exempt Installment Purchase Agreement dated as of ~~2~~March 20, 2020

[FORM 8038-G or 8038-GC]

[PAGE TO BE REPLACED BY UCC FINANCING STATEMENT]

Language for face of Financing Statement:

The financing statement, to which a Schedule A is attached, covers all of the Debtor's right, title and interest in and to (collectively, the "Collateral"): the property described in Schedule A, and the property described in Property Schedule No ~~<8>~~530000013442 (the "Property Schedule") to the Master Tax-Exempt Installment-Purchase Agreement dated as of ~~<2>~~March 20, 2020 (the "Master Agreement," and together with the Property Schedule, the "Agreement") between Debtor, as purchaser, and Secured Party, as seller, as such Agreement may be amended, modified or supplemented from time to time; and, to the extent not included in the foregoing, all repairs, replacements, substitutions, restorations, accessions, improvements and modifications and all proceeds and products of any or all of the foregoing, whether existing on the date hereof or arising hereafter, including insurance proceeds

SCHEDULE A TO FINANCING STATEMENT OF

<3>City of Stevenson, AS DEBTOR, AND

OPUS BANK, AS SECURED PARTY

Continuation of Collateral Description

[Insert collateral description and/or redacted invoice and/or redacted purchase contract as "Schedule A"]

ADDENDUM (Washington)
Master Tax-Exempt Installment Purchase Agreement

THIS ADDENDUM, which is entered into as of March 20, 2020<9> between Opus Bank ("Seller") and City of Stevenson<3> ("Purchaser"), is intended to modify and supplement Property Schedule No. 530000013442<8> (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated as of March 20, 2020<2> (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in the Master Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule, and without limiting the foregoing:

(i) if Purchaser is a county, city or town, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 39.30.010 of the Revised Code of Washington *[attach computation of test]*;

~~(ii) if Purchaser is a school district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 28A.335.200 or Section 39.36.020 of the Revised Code of Washington *[attach computation of test]*; N/A~~

~~(iii) if Purchaser is a fire district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 52.12.061 of the Revised Code of Washington *[attach computation of test]*; N/A~~

~~(iv) if Purchaser is a hospital district, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Section 70.44.260 of the Revised Code of Washington *[attach computation of test]*; N/A~~

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

City of Stevenson<3>, as Purchaser

OPUS BANK, as Seller

By: _____
Name: Scott Anderson<5>
Title: Mayor<6>

By: _____
Name: _____
Title: _____

The Entity named on these Resolutions resolves that, **BANKING RESOLUTIONS 2020-358**

- (1) The Financial Institution is designated as a depository for the funds of the Entity and to provide other financial accommodations indicated in this resolution.
- (2) These resolutions shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Treasurer of the City of Stevenson of the Entity and certified to the Financial Institution as governing the operation of this Entity's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Entity. Any Agent, so long as they act in a representative capacity as an Agent of the Entity, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated herein, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Entity with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Entity agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Entity. The Entity authorizes the Financial Institution, at any time, to charge the Entity for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Entity acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Entity to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Entity acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Entity with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Entity authorizes each Agent to have custody of the Entity's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

EFFECT ON PREVIOUS RESOLUTIONS

CERTIFICATION OF AUTHORITY These resolutions supersedes resolutions dated n/a. If not completed, all resolutions remain in effect. I further certify that the Treasurer of the Entity has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on this page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same.

(Apply stamp/seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the stamp/seal of the Entity on 03/05/2020 (date).

Attest by One Other Authorized Agent Agent Authorized Representative/Agent

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) These resolutions are superseded by resolutions dated _____.

Comments:

Initials: _____

Initials: _____



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: March 19th, 2020
SUBJECT: Planning Application Fee Schedule

Introduction

This memo asks for City Council consideration of an updated land use and development fee schedule. Two factors have guided staff's draft fee schedule: 1) the 2019 Council-adopted financial policies regarding cost recovery and 2) a 2017 Council request to align fees with Skamania County. The memo includes a comparison of the City's fee history, recommended fees, and Skamania County's fees. The attachments to this memo provide the text of the draft resolution and the recommended fee schedules.

Key Changes

The staff draft fee schedule includes 1) a Planning Commission recommendation to allow for the reduction of fees for non-profit entities, 2) the inclusion of a refund policy, 3) policies related to the use of outside consultants, 4) modified fee structures for some categories, and 5) fee increases generally ranging from 20% to 40%.

Fee Comparison: Skamania County

The City's current fee schedule includes 35 types of fees. There are ~12 fees overlapping with Skamania County.

	Appeal	Boundary Line Adjust	SEPA	Critical Areas	Conditional Use	Variance	Shoreline	Short Plat	Preliminary Plat	Final Plat	Rezone	Comp Plan Amend
Stevenson (2011)	\$ -	\$ 150	\$ 175	\$ 350	\$ 400	\$ 500	\$ 700	\$ 575	\$ 4,000	\$ 4,000	\$ 500	\$ 850
Stevenson (Current)	50% of HE	\$ 150	\$ 200	\$ 500	\$ 500	\$ 500	\$ 1,000	\$ 1,500	\$ 1,500	\$100/lot	\$ 1,250	\$ 1,250
Stevenson (Proposed)	50% of HE	\$ 200	\$ 300	\$ 600	\$ 600	\$ 600	\$ 1,000	\$ 1,500	\$ 1,500	\$160/sf	\$ 1,500	\$ 1,500
Skamania County	\$ 2,450	\$ 150	\$ 400	\$ 625	\$ 900	\$ 900	\$ 1,050	\$ 1,250	\$ 1,400	\$ 550	\$ 1,725	\$ 1,725

Skamania County has not updated its fees since the City's last update and is not considering updates at this time. The proposal still retains fees that are less than Skamania County 2016 update. The lesser fees in the proposal is partially based on the County's greater reliance on a hearing examiner and the associated costs therefor. The City's use of the Planning Commission and Board of Adjustment avoids such expense.

Fee Comparison: Current (2017) Levels

The proposal generally increases fees by either 20%, 33% or 40%. These increases still fall short of the City Council's 2019 financial policies regarding solvency of the City's land use regulatory program. However, the continued gradual increase of fees as proposed closes what historically has been a wide gap. Key points:

- The most common increase proposed is 20%. With \$300, \$600, and \$1500 being the most common fees for different complexity of applications.
- Boundary line adjustments and lot consolidations were not increased between the 2011 and 2017 updates. The 33% increase for these categories bringing the fees to \$200 and \$100, respectively.
- The land use review fee is proposed to increase from \$25 to \$35, a 40% increase.
- SEPA checklist reviews are proposed to increase by 50% to \$300.
- A decrease is proposed in 2 categories (rezoning and subdivision variances) to reflect the duplicate work completed when those application types are reviewed. Less time is spent as a result of the duplication.

Prepared by,

Ben Shumaker
Planning Director

Attachment

1- Draft Resolution 2020-0357

CITY OF STEVENSON, WASHINGTON

RESOLUTION NO. 2020-0357

A Resolution of the City Council of the City of Stevenson Adopting a Planning Department Application Fees, and Miscellaneous Charges; and Repealing Resolution No. 2017-296.

Recitals

1. The City of Stevenson has established various boards and services to perform certain functions, including the Board of Adjustment, Hearing Examiner, Planning Administrative Staff and Outside Consultant Assistance, and the Planning Commission
2. The City has adopted ordinances and resolutions relating to the processing and review of development applications for boundary line adjustments, short plats and subdivisions, shoreline permits, environmental reviews, critical areas and zoning regulations.
3. The City ordinances and resolutions adopting the preceding development regulations authorize the City Council to adopt fees to facilitate development review.
4. The City is required by law to process and review annexation petitions, to make submittals to the Boundary Review Board, to consider amendments to the City’s Comprehensive Plan and to conduct hearings with respect to these matters.
5. The City makes available to the public copies of maps, ordinances, and other documents related to planning and zoning.
6. It is necessary and desirable that persons utilizing the services of such boards, requiring permits, reviews and planning services or requesting copies of maps or other documents pay a fee in an amount sufficient to cover the costs to the City for providing such boards and services.

NOW THEREFORE, the City Council of the City of Stevenson RESOLVES to adopt the policies and establish the fees in the amounts shown in Exhibit “A” which shall apply to persons utilizing the programs and services of the Planning Department, and

BE IT FURTHER RESOLVED that Resolution 2017-0296 and all parts of resolutions in conflict herewith are hereby repealed, and

BE IT FURTHER RESOLVED that this resolution shall be effective on June 1st, 2020.

PASSED in regular session this _____ day of _____, 2020.

Mayor of the City of Stevenson

APPROVED AS TO FORM:

ATTEST:

Attorney for the City of Stevenson

Clerk of the City of Stevenson



Planning Fees

Effective June 1st, 2020
Resolution 2020-0357

The City of Stevenson
PO Box 371
Stevenson, WA 98648

509-427-5970
509-427-8202 (fax)
www.ci.stevenson.wa.us

Annexation		Planned Unit Development	\$1,500 + \$1 per 60 sf
Election Method	\$900	Plat Amendment	\$900 + \$1 per 60 sf
Notice of Intent	\$600	Plat Vacation	\$900 + \$1 per 60 sf
Petition	\$300	Reduction in City Boundaries	\$1,000
Zoning New Areas	\$300	Shorelines Management Program	
Appeals		Statement of Exemption	\$35
To Board of Adjustment, Planning Commission, City Council	\$0	Minor Project Approval	\$300
Boundary Line Adjustment		Shoreline Substantial Development	\$1,250
Typical	\$200	Shoreline Conditional Use, Shoreline Variance	1,500
Combination of Lots	\$100	Short Plat	\$1,500 + \$1 per 60 sf
Comprehensive Plan Revision	\$1,500	Variance	\$600
Conditional Use	\$600	SEPA	
Critical Areas Permit		Checklist	\$300
Expedited Review Permit	\$35	EIS	\$1,500
Geologic Hazard Area Permit	\$300	Subdivision	
Habitat/Wetland Permit	\$600	Preliminary Plat	\$1,500 + \$1 per 60 sf
Reasonable Use Allowance	\$750	Variance	\$600
Land Use/Building Permit	\$35	Final Plat	\$1,500 + \$1 per 60 sf
Nonconforming Use Review (BOA)	\$600	Variance	\$600
Ordinance Revisions	\$1,500	City Utility Extension Beyond Plan Area	\$600
Parking		Zoning	
Joint Use of Parking	\$600	Resolution of Intent	\$600
Parking Interpretation	\$0	Rezoning Request	\$1,500
Miscellaneous Charges		Zoning Interpretation	\$0
8½ x 11 & 8½ x 14	\$0.15	Zoning Verification Letter	\$200
11 x 17 copies	\$0.25		
Color City Map (11 x 17)	\$1.50		
Zoning Map	\$1.50		
Note: Additional fees may apply. See reverse.			

A-1: Fees—General.

- A. Purpose. Fees are based on costs to reimburse the public for staff time and resources expended in reviewing and processing permit applications. These fees do not include costs associated with outside consultant review of an application. These costs are charged in accordance with Section A-2.
- B. Fees, Authorized. Application fees for the various reviews, applications and permits set forth in Stevenson Municipal Code titles 16, 17, and 18 shall be as provided in this chapter. No application shall be considered unless and until the fee has been paid to the City. Fees shall not be refundable except as provided in Section A-4. Any exemption or refund must be approved by the City Community Development Director and the City Treasurer and any costs incurred by the city shall be deducted from fees paid prior to any exemption or refund.
- C. Payment of Fees. All fees provided in this chapter shall be paid when due. Nonpayment of any fees when due shall result in a determination by the City that an application has been withdrawn or is incomplete, suspending or terminating review of the application.
- D. Multiple Permits and Applications. In the case of multiple permit applications, the applicant shall pay all applicable fees.

A-2: Other Charges and Fees.

- A. Outside Consultant Review Fees. When it is necessary to utilize the services of professional consultants (e.g., engineers, surveyors, hydrologists, biologists or other specialists) to assist the City with its review of the applications identified herein, the costs for the outside consultant's reviews shall be the responsibility of the applicant. The fees for these services may be billed monthly to the applicant based on all actual costs for labor, overhead, material testing and expenses. A deposit for such costs may be required by the City.
- B. Hearing Examiner. For any appeal or proposal reviewed by the City of Stevenson Hearing Examiner, 50% of the costs for the Hearing Examiner will be the responsibility of the applicant. The costs for these services may be billed monthly to the applicant based at 50% of the actual invoice received by the City. A deposit for such costs may be required by the City.
- C. Recording Fees. The amount of the recording fees charged by Skamania County shall be the responsibility of the applicant.
- D. Election Fees. When it is necessary to hold an election associated with a request, the actual cost of such election shall be the responsibility of the applicant.
- E. All fees charged by the City under this section shall be paid prior to the approval of an application.

A-3: Application Fee Exemptions.

When approved by the City Community Development Director and the City Treasurer, the following may be exempt from the fees established herein:

- A. Applications submitted by nonprofit agencies for proposals which further goals and objectives of the City.
- B. Subdivision Preliminary Plat and Short Plat applications which have obtained approval as a Planned Unit Development.

A-4: Application Fee Refunds.

When approved by the City Community Development Director and the City Treasurer, refunds for fees paid as set forth herein shall be limited to the following:

- A. When no permit processing has been completed or costs have been incurred: 80%.
- B. When an application has been processed prior to issuance of a determination of completeness: 50%.
- C. After issuance of a determination of completeness: 0%.
- D. No refunds shall be made for publication of notice costs, outside consultant review fees, or other fees or charges set forth A-2.

A-5: Conflicts with the Municipal Code.

In the event of a conflict in any fees, charges, or provisions set forth herein and fees and charges or provisions found in the Stevenson Municipal Code, the fees, charges, requirements, procedures, and all provisions contained herein now, or as hereafter amended, shall prevail.

**CITY OF STEVENSON
RESOLUTION NO. 2020-359
A RESOLUTION OF THE CITY OF STEVENSON
AMENDING THE PUBLIC RECORDS POLICY**

WHEREAS, the City has adopted a public records policy that is need of updates; and

WHEREAS, the City Council discussed at its February 20, 2020 meeting the need to reduce barriers to public records access; 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 and amended in Exhibit A, attached hereto and incorporated by reference, for the benefit of the city.

Key: ~~Strikethrough~~ means repealed. Underlined means new.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 19th day of March, 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

PUBLIC RECORDS POLICY

REQUESTS FOR ACCESS TO OR COPIES OF CITY RECORDS

PUBLIC DISCLOSURE POLICY – GENERAL STATEMENT OF INTENT

The City is required by RCW 42.56 (Public Records Act) to adopt and enforce reasonable rules and regulations, consonant with the intent of the chapter entitled “Public Records”, to provide access to public records, to protect public records from damage or disorganization and to prevent excessive interference with other essential functions of the City.

The citizens of the City have the right to expect that the City’s actions and deliberations will be conducted openly. It is the intent of the city, upon request, to make available, as promptly as is conveniently possible, public records (except those that are exempt as stated in RCW 10.97, Washington State Criminal Records Privacy Act, ~~and~~ 42.56, Public Records, ~~and elsewhere in the RCW’s~~) for inspection by the public and/or copying by staff.

~~All departments for the City receive requests for records which are very routine and non-controversial and these records are regularly provided to the public without the use of request forms. In the event staff is requested to provide records listed as exempt or to provide records where there is a question regarding the disclosure of the record than use of the appropriate forms will be required.~~

DEFINITIONS

EXEMPT PUBLIC RECORDS means and shall include all public records, or portions thereof, which are defined as being exempt from public inspection and copying by ~~state law, either directly in RCW 42.56, or in other statutes and all portions of criminal history records information which are defined as being exempt by RCW Chapter 10.97. Further, exempt public records shall include privileged communications between attorney and client, the work-product of city employees and agents in connection with pending or threatened litigation, and all materials and communications relating to pending real estate transactions and labor negotiations.~~

IDENTIFIABLE PUBLIC RECORD means that an agency is only required to disclose records already in existence ~~that City staff can reasonably locate~~, since those are the only records that could be identified. An agency need not generate data in response to a request.

PUBLIC RECORD means and includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used or retained by the city or any board, commission, official, employee or agent thereof, regardless of physical form or characteristics.

~~PUBLIC RECORDS OFFICER is designated to be the City Clerk. The Public Records Officer will oversee compliance with the Public Records Act. The Public Records Officer shall provide the fullest assistance to requesters, ensure that public records are protected from damage or disorganization, and prevent fulfilling public records requests from causing excessive interference with the essential functions of the City.~~

TERRORIST ACT is defined in RCW 70.74.285 as, an act that is intended to: (1) Intimidate or coerce a civilian population; (2) influence the policy of a branch or level of government by intimidation or coercion; (3) affect the conduct of a branch or level of government by intimidation or coercion; or (4) retaliate against a branch or level of government for a policy or conduct of the government.

PUBLIC RECORDS

All public records shall be and remain the property of the city. Public records shall be preserved, stored, transferred, destroyed and otherwise managed in accord with this policy and applicable state law.

Original copies of all public records shall be and remain in the custody of the city clerk. They shall not be placed in the custody of any other person or agency, public or private, or released to individuals except for disposition or destruction as provided by law.

REQUEST FOR RECORDS

All departments receive requests for information which are routine and noncontroversial and these records are regularly provided to the public without the use of request forms. If the requestor is asking for a record listed as exempt or a record where there is a question regarding the disclosure of the record then the form "City of Stevenson Request For/Access to Public Records" must be completed and signed by the requestor (Exhibit A). Any person who wants to inspect or copy identifiable public records of the City is encouraged to make the request using the City's Public Records Request form or in writing in one of the following ways:

1. By using the City's request form available for pickup at City Hall or, by downloading it.
2. By letter, fax, or e-mail addressed to the Public Records Officer, [name].

The following information should be included in the request:

- Name and address of requestor;
- Other contact information, including telephone number and email address;
- Identification of the requested records ~~adequate with enough specificity for~~ to allow the Public Records Officer to locate the records;
- The date and time of day of the request.

A requestor must ~~provide~~ reasonably inform the City with reasonable notice that the request being made is for public records, and reasonably apparent to the City in a correspondence. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request. A request should be for an identifiable record. A request for general information or for a report not in an existing record is not a request that is subject to the Public Records Act.

A requestor need not state the purpose of the request. However, in an effort to clarify or prioritize a request and provide responsive records, the Public Records Officer may inquire about the nature or scope of the request. If the request is for a list of individuals, ~~the Public Records Officer may ask the requestor if he/she intends to use the records and for a commercial purpose. The City is not authorized to provide lists of individuals for commercial purposes~~ request will be denied. The Public Records Officer may also seek sufficient information to determine if another statute may prohibit disclosure.

The City may not deny a request for identifiable public records solely because the request is overbroad. However, the City may seek clarification, ask the requestor to prioritize the request so that the most important records are provided first, and/or communicate with the requestor to limit the size and complexity of the request. The City may also provide the responsive records in installments over time. When a request uses an inexact phrase such as "all records relating to", the Public Records Officer may interpret the request to be for records which directly and fairly address the topic. When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled. ~~Due to limited staffing, larger and more complex requests, or requests likely to contain privileged or exempt information requiring redaction will delay the production of records.~~

RESPONSE TO REQUEST FOR RECORDS

Responses to requests for records will be made as soon as possible but not later than five (5) days from the date of request by doing one or more of the following:

- Make the record available for inspection or copying;

- Respond to a request to provide access to a public record by providing the requestor with a link to the City 's website containing an electronic copy of that record if it can be determined that the requestor has agreed and has internet access;
- If copies are requested, send the copies to the requestor;
- Acknowledge that the request has been received and provide a reasonable estimate of when records will be available;
- If the request is unclear or does not sufficiently identify the requested records, request clarification from the requester. Such clarification may be requested and provided by telephone;
- Notify third parties who may be affected by the request that a request has been made and the nature of the documents requested, and provide that party with 10 days for seek an injunction preventing the document production;
- Deny the request in whole or in part and provide the statutory authority for such denial.

If the City does not respond in writing within five business days of receipt of the request for disclosure, the requestor should contact the Public Records Officer to ~~determine whether~~ensure the request has been received by the City.

All assistance necessary to help the requestor shall be provided either by the City Administrator, his or her designee, or the employee of the appropriate department holding the records. It is the responsibility of the City Administrator to ensure that the City and its staff meet the requirements set forth in this policy and that a log of all formal records requests are maintained by the City. If a record is denied a Denial of Request for Access shall be forwarded to the requestor (Exhibit B).

If the requestor does not respond to the City's request for clarification within 30 days of the City's request, the Public Records Officer may consider the request abandoned, send a letter closing the response to the requestor, and re-file the records.

Public records shall be available for inspection and/or copying between 8:00 AM and 4:30 PM Monday through Friday. Copies or records, including minutes, agenda packets, ordinances and resolutions, can be reviewed at City hall without charge. The requestor shall indicate which documents he or she wishes to have copied using a mutually agreed upon non-permanent method of marking the desired records. After inspection is complete, the Public Records Officer will arrange for copying. Making a copy of an electronic record is considered copying and not creation of a new record.

NOTE: RCW 42.56.80 provides that "Public records shall be available for inspection and copying, and agencies shall, upon request for identifiable public records, make them promptly available to any person". The use of the term "identifiable" means that the City is only required to disclose records already in existence, and that could be identified. The City does not need to generate data in response to a request.

The City, and its officials or employees are not liable for loss or damage based on release of a public record if the City, official or employee acted in good faith in attempting to comply with the Public Records Act.

The City must conduct an objectively reasonable search for responsive records. The Public Records Officer will determine where responsive records are likely to be located and involve employees in other departments, as needed, to assemble the records. After the records are located, the Public Records Officer should take reasonable steps to narrow down the number of records assembled to those that are responsive.

Upon receipt of a public records request the Public Records Officer will notify each department that may have records associated with the records request. If a requested record is scheduled shortly for destruction under the City's records retention schedule, the record cannot be destroyed until the public ~~disclosure~~records request has been resolved. Once a request has been closed, the Public Records Officer can destroy the record or will notify the department that the record can be destroyed in accordance with the retention schedule.

When the request is for a large number of records, the Public Records Officer will provide access for inspection and copying in installments if he or she reasonably determines that it would be practical to provide the records in that way. If the requestor fails to inspect the entire set of records of one or more of the installments within 30

days, the Public Records Officer may stop searching for the remaining records and close the request. The Public Records Officer will provide the requester a description of what documents are included in each installment and notice when each installment is available.

When the inspection of the requested records is complete and all requested copies are provided, the Public Records Officer will indicate that the City has completed a diligent search for the requested records and made any located non-exempt records available for inspection.

If the requester withdraws the request, fails to fulfill his or her obligations to inspect the records, or fails to pay the deposit or final payment for the requested copies, the Public Records Officer will close the request and indicate to the requester that the City has closed the request. The Public Records Officer will document closure of the request and the conditions that led to closure.

If, after the Public Records Officer has informed the requester that the City has provided all available records, the City becomes aware of additional responsive documents that existed on the date of the request, the Public Records Officer will promptly inform the requester of the additional documents and provide them on an expedited basis.

The City ~~is not obligated to~~ will not hold current records requests open to respond to requests for records that may be created in the future. If a public record is created or comes into the possession of the City after a request is received by the City, it is not responsive to the request and will not be provided. A new request must be made to obtain later-created public records.

RECORD COPY CHARGE

Copying facilities are located in City Hall and can be made available under city staff supervision. To avoid unreasonable disruption of operations the City cannot offer these facilities for public use.

Copies of any disclosable public record (or portion thereof) shall be made at a rate as specified in the schedule of reproduction costs. The clerk/treasurer will maintain a copy of that schedule on file; and will annually review and appropriately alter those charges to ensure that the rates charged reflect actual photocopy costs.

Payment for the cost of reproduction of all public records shall be made at the time the request for public records is submitted to the clerk/treasurer. Requests by mail should be made with a stamped self-addressed envelope enclosed for the return of the copies being requested.

DENIALS OF REQUESTS FOR PUBLIC RECORDS

Any person who objects to the initial denial or partial denial of a records request may petition in writing (including by e-mail) to the Public Records Officer for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request.

The Public Records Officer shall promptly provide the petition and any other relevant information to the City Attorney or his or her designee to conduct the review. The City Attorney will promptly consider the petition and either affirm or reverse the denial within two business days following the City's receipt of the petition, or within such other time to which the City and the requestor mutually agree.

Any person may obtain court review of denials of public records requests pursuant to RCW 42.56.550 at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

RECORDS EXEMPT FROM PUBLIC DISCLOSURE

If only a portion of a record is exempt from disclosure, but the remainder is not exempt, the Public Records Officer will redact (strike out) the exempt portions, provide the nonexempt portions, and indicate to the requestor why portions of the record are being redacted. For example, to prevent an unreasonable invasion of personal privacy, the Public Records Officer shall redact identifying details such as social security numbers when she makes available or

publishes any public record. In each case, the justification for the deletion shall be explained in writing in a redaction log.

Some records are exempt from disclosure, in whole or in part. The City is not required to permit public inspection and/or copying of records for which public disclosure of the record is prohibited, restricted or limited by state or federal statute or regulation. If the City believes that a record is exempt from disclosure and should be withheld, the Public Records Officer will state the specific exemption and provide a brief explanation of why the record or a portion of the record is being withheld in an exemption log. If only a portion of the record is determined to be exempt, the Public Records Officer will redact the exempt portions and provide the non-exempt portions.

Pursuant to RCW 42.56.070(9), the City of Stevenson is prohibited from disclosing lists of individuals for commercial purposes.

If the requested records contain information that may affect rights of others and may be exempt from disclosure, prior to providing the records the Public Records Officer may give notice to those whose rights may be affected by the disclosure. Generally, two weeks' notice will be given in order to make it possible to contact the requester and ask him or her to revise the request or, if necessary, allow affected individuals to seek an order from a court to prevent or limit the disclosure. The notice to the affected person(s) will include a copy of the request.

The Public Records Act, RCW Ch. 42.56 and other statutory sections referenced in that chapter and elsewhere in the state statutes, provides that a number of document types and information are prohibited from being disclosed or are exempt from public inspection and copying. In addition, there are other statutes not listed in Chapter 42.56 RCW which may exempt or prohibit disclosure of certain documents. A partial list of common exemptions is listed below. The City's failure to list an exemption shall not affect the effectiveness of the exemption.

Personal Information

1. Personal information in any files maintained for students in public schools, patients or clients of public institutions or public health agencies, welfare recipients, prisoners, probationers or parolees. [Ref. 42.56.230 (1)]
2. Personal information in files maintained for employees, appointees or elected officials of any public agency to the extent that disclosure would violate their right to privacy. [Ref. 42.56.230 (2)]

SPECIAL NOTE: When the City receives a public records request for personnel information, the affected employee will be notified of the request by a form letter. See Exhibit C of this policy. The City has an obligation to respond promptly to public records request so the employee is given 48 hours to reply to the Clerk. The employee has a right to prevent the City from releasing the record and may file an injunction against the City.

3. Information required of any taxpayer in connection with the assessment or collection of any tax if the disclosure of the information to other persons would (i) violate the taxpayer's right to privacy or result in unfair competitive disadvantage to the taxpayer (ii) be prohibited to such persons by RCW 84.08.210, RCW 82.32.330, RCW 84.40.020, RCW 84.40.340, or RCW 42.56.230(3).
4. Credit cards numbers, debit card numbers, electronic check numbers, card expiration dates, or bank or other financial account numbers, except when disclosure is expressly required by or governed by other law. RCW 45.56.230(4)
5. Documents and related materials and scanned images of documents and related materials used to prove identity, age, residential address, social security number, or other personal information required to apply for a driver's license or identicaid. RCW 42.56.230(5)

Investigation/Law Enforcement

6. Specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, and state agencies vested with the responsibility to discipline members of any profession, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy. RCW 42.56.240 (1)
7. Information revealing the identity of persons who are witnesses to or victims of crime or who file complaints with investigative, law enforcement, or penology agencies, other than the commission, if

disclosure would endanger any person's life, physical safety, or property. If at the time a complaint is filed the complainant, victim, or witness indicates a desire for disclosure or nondisclosure, such desire shall govern. However, all complaints filed with the commission about any elected official or candidate for public office must be made in writing and signed by the complainant under oath. RCW 42.56.240(2)

8. Any records of investigative reports prepared by any state, county, municipal, or other law enforcement agency pertaining to sex offenses contained in chapter 9A.44 RCW or sexually violent offenses as defined in RCW 71.09.020, which have been transferred to the Washington association of sheriffs and police chiefs for permanent electronic retention and retrieval pursuant to RCW 40.14.070(2)(b). RCW 42.56.240(3)
9. License applications under RCW 9.41.070; copies of license applications or information on the applications may be released to law enforcement or corrections agencies. RCW 42.56.240 (4)
10. Information revealing the identity of child victims of sexual assault who are under age eighteen. Identifying information means the child victim's name, address, location, photograph, and in cases in which the child victim is a relative or stepchild of the alleged perpetrator, identification of the relationship between the child and the alleged perpetrator. RCW 42.56.240 (5)

Employment

11. Test questions, scoring keys and other examination data used to administer a license, employment or academic examination. RCW 42.56.250 (1)
12. All applications for public employment, including the names of applicants, resumes, and other related materials submitted with respect to an applicant. RCW 42.56.250 (2)
13. The residential addresses and residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of employees or volunteers of a public agency, and the names, dates of birth, residential addresses, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, and emergency contact information of dependents of employees or volunteers of a public agency that are held by any public agency in personnel records, public employment related records, or volunteer rosters, or are included in any mailing list of employees or volunteers of any public agency. For purposes of this subsection, "employees" includes independent provider home care workers as defined in RCW 74.39A.240. RCW42.56.250 (3)
14. Information that identifies a person who, while an agency employee: (a) Seeks advice, under an informal process established by the employing agency, in order to ascertain his or her rights in connection with a possible unfair practice under chapter 49.60 RCW against the person; and (b) requests his or her identity or any identifying information not be disclosed. RCW 42.56.250 (4)
15. Investigative records compiled by an employing agency conducted a current investigation of a possible unfair practice under chapter 49.60 RCW or of a possible violation of other federal, state, or local laws prohibiting discrimination in employment. RCW 42.56.250 (5)
16. Except as provided in RCW 47.64.220, salary and employee benefit information collected under RCW 47.64.220 (1) and described in RCW 47.64.220 (2). RCW 42.56.250 (6)

Real Estate

17. Except as provided by Chapter 8.26 RCW, the contents of real estate appraisals, made for or by any agency relative to the acquisition or sale of property, until the project or prospective sale is abandoned or until such time as all of the property has been acquired or the property to which the sale appraisal relates is sold, but in no event shall disclosure be denied for more than three years after the appraisal. RCW 42.56.260

Financial Commercial & Proprietary Information

18. Valuable formulae, designs, drawings, computer source code or object code and research data obtained by any agency within five years for the request for disclosure when disclosure would produce private gain and public loss. RCW42.56.270
19. Financial information supplied by or on behalf of a person, firm or corporation for the purpose of qualifying to submit a bid or proposal for (a) a ferry system construction or repair contract as required by RCW 47.60.680 through 47.60.750 or (b) highway construction or improvement as required by RCW 47.28.070.

20. Financial and commercial information and records supplied by private persons pertaining to export services provided pursuant to chapters, RCW 43.163 and RCW 53.31 and by persons pertaining to export projects under RCW 43.23.035.
21. Financial and commercial information and records supplied by businesses during application for loans or program services provided by chapters 43.325, 43, 163, 43, 160 RCW, RCW 43.330 and RCW 43.168 or during application for economic development loans or program serves provided by any local agency. RCW 42.56.270 (4)
22. Financial information, business plans, examination reports, and any information produced or obtained in evaluating or examining a business and industrial development corporation organized or seeking certification under chapter 31.24 RCW.
23. Financial and commercial information supplied to the state investment board by any person when the information relates to the investment of public trust or retirement funds and when disclosure would result in loss to such funds or in private loss to the providers of this information. RCW 42.56.270 (6)
24. Financial and valuable trade information under RCW 42.56.270 (7)
25. Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor; or (c) determining prices or rates to be charged for services, submitted by any vendor to the department of social and health services for purposes of the development, acquisition, or implementation of state purchased health care as defined in RCW 41.05.011. RCW 42.56.270 (11)
26. (a) When supplied to and in the records of the department of community, trade, and economic development: (i) Financial and proprietary information collected from any person and provided to the department of community, trade, and economic development pursuant to RCW 43.330.050 (8); and (ii) Financial or proprietary information collected from any person and provided to the department of community, trade, and economic development or the office of the governor in connection with the siting, recruitment, expansion, retention, or relocation of that person's business and until a siting decision is made, identifying information of any person supplying information under this subsection and the locations being considered for siting, relocation, or expansion of a business; (d) If there is no written contact for a period of sixty days to the department of community, trade, and economic development from a person connected with siting, recruitment, expansion, retention, or relocation of that person's business, information described in (a)(ii) of this subsection will be available to the public under this chapter. RCW 42.56.270 (12)(a)(d)
27. Information gathered under chapter 19.85 RCW or RCW 34.05.328 that can be identified to a particular business. RCW 42.56.270 (19)

Utility

28. The residential addresses and residential telephone numbers of the customers of a public utility contained in the records or lists held by the public utility of which they are customers, except that this information may be released to the division of child support or the agency or firm providing child support enforcement for another state under Title IV-D of the federal social security act, for the establishment, enforcement, or modification of a support order. RCW 42.56.330 (2)

Security

29. Those portions of records assembled, prepared, or maintained to prevent, mitigate, or respond to criminal terrorist acts, which are acts that significantly disrupt the conduct of government or of the general civilian population of the state or the United States and that manifest an extreme indifference to human life, the public disclosure of which would have a substantial likelihood of threatening public safety, consisting of (a) Specific and unique vulnerability assessments or specific and unique response or deployment plans, including compiled underlying data collected in preparation of or essential to the assessments, or to the response or deployment plans; and (b) Records no subject to public disclosure under federal law that are shared by federal or international agencies, and information prepared from national security briefings provided to state or local government officials related to domestic preparedness for acts of terrorism. RCW 42.56.420 (1)
30. Those portions of records containing specific and unique vulnerability assessments or specific and unique emergency and escape response plans at a city, county, or emergency and escape response plans at a city, county, or state adult or juvenile correctional facility, the public disclosure of which would have a

substantial likelihood of threatening the security of a city, county, or state adult or juvenile correctional facility or any individual's safety. RCW 42.56.420 (2)

31. Information compiled by school districts or schools in the development of their comprehensive safe school plans under RCW 28A.320.125, to the extent that they identify specific vulnerabilities of school districts and each individual school. RCW 42.56.420 (3)
32. Information regarding the infrastructure and security of computer and telecommunications networks, consisting of security passwords, security access codes and programs, access codes for secure software applications, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific safety vulnerabilities. RCW 42.56.420 (4)
33. The *security section of transportation system safety and security program plans required under RCW 35.21.228, 35A.21.300, 36.01.210, 36.57.120, 36.57A.170, and 81.112.180. RCW 42.56.420 (5)

Other

34. Preliminary drafts, notes, recommendations and interagency memorandums in which opinions are expressed or policies formulated or recommended except that a specific record shall not be exempt when publicly cited by an agency in connection with any agency action. RCW 42.56.280
35. Records which are relevant to a controversy to which an agency is a party but which records would not be available to another party under the rules of pretrial discovery for cases pending in the superior courts. RCW 42.56.290, including communications between the city and the City Attorney or other attorneys representing the city. RCW 5.60.060(2).
36. Records, maps or other information identifying the location of archaeological sites in order to avoid the looting or depredation of such sites. RCW 42.56.300

REQUEST FOR RECORDS

~~All departments receive requests for information which are routine and noncontroversial and these records are regularly provided to the public without the use of request forms. If the requestor is asking for a record listed as exempt or a record where there is a question regarding the disclosure of the record then the form "City of Stevenson Request For/Access to Public Records" must be completed and signed by the requestor (Exhibit A).~~

RESPONSE TO REQUEST FOR RECORDS

~~Responses to requests for records will be made as soon as possible but not later than five (5) days from the date of request. All assistance necessary to help the requestor shall be provided either by the City Administrator, his or her designee, or the employee of the appropriate department holding the records. It is the responsibility of the City Administrator to ensure that the City and its staff meet the requirements set forth in this policy and that a log of all formal records requests are maintained by the City. If a record is denied a Denial of Request for Access shall be forwarded to the requestor (Exhibit B).~~

~~Public records shall be available for inspection and/or copying between 8:00 AM and 4:30 PM Monday through Friday. Copies or records, including minutes, agenda packets, ordinances and resolutions, can be reviewed at City hall without charge.~~

~~NOTE: RCW 42.56.80 provides that "Public records shall be available for inspection and copying, and agencies shall, upon request for identifiable public records, make them promptly available to any person". The use of the term "identifiable" means that the City is only required to disclose records already in existence, and that could be identified. The City does not need to generate data in response to a request.~~

RECORD COPY CHARGE

~~Copying facilities are located in City Hall and can be made available under city staff supervision. To avoid unreasonable disruption of operations the City cannot offer these facilities for public use.~~

~~Copies of any disclosable public record (or portion thereof) shall be made at a rate as specified in the schedule of reproduction costs. The clerk/treasurer will maintain a copy of that schedule on file; and will annually review and appropriately alter those charges to ensure that the rates charged reflect actual photocopy costs.~~

~~Payment for the cost of reproduction of all public records shall be made at the time the request for public records is submitted to the clerk/treasurer. Requests by mail should be made with a stamped self-addressed envelope enclosed for the return of the copies being requested.~~

Explanation of Exhibit A

~~The form "Request For/Access to Public Records" is used when a request is received for information which will take at least 24 hours or more to research and provide. Also, it is used when there is concern that portions for the requested information may not be disclosable. This gives the City time to search for the record and determine if any portion of it is not disclosable.~~

~~A copy of the form is provided to the requestor. The original is filed in the respective Department.~~

EXHIBIT A

REQUEST FOR/ACCESS TO PUBLIC RECORDS

Department _____ Division _____

Person Receiving Request/Date _____

Date _____

Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

If emergency request, indicate date desired: _____

RECORDS REQUESTED:

Title of Record _____

Date of Record _____

Please describe below the records you are requesting and any additional information that will help us locate them for you as quickly as possible.

I certify that the lists of individuals obtained through this request for public records will not be used for commercial purposes.

Signature _____

Number of copies _____

Number of pages _____

Per page charge _____

TOTAL CHARGE _____

Explanation of Exhibit B

The form "Denial of Request for Access" is used when a total record is denied because it is not disclosable per the Code. The form is completed citing the section of the law which exempts the total record.

A copy of the form is provided to the requestor. The original is filed in the respective Department.

EXHIBIT B

DENIAL OF REQUEST FOR ACCESS

The City of Stevenson has this date received the request of _____.

For access to a public record. In response to this request, the City is refusing to allow inspection or copying of _____

(Identify public record). This material is withheld pursuant to RCW 42.56. Section ____.

Give brief explanation of how exemption applies to the record withheld _____

These exemptions authorized the withholding of specific portions of the public record. The public record to which access was requested is exempt from disclosure requirements. Therefore, the request for access to the above-described record is denied.

CERTIFICATION

I certify under penalty of perjury that on _____

I hand-delivered/mailed to _____

at _____

the Denial of Request for Access document on which this certification appears.

Agent for the City of Stevenson _____ Date

Explanation of Exhibit C

The form identified as “Dear Employee” is used when a request is received for information on a City employee. The affected employee must be notified promptly of the request, using this form letter, and then the employee is given 48 hours to reply.

EXHIBIT C

Dear Employee:

We have received a public records request from _____

for the following information _____

Our initial review of your file indicates that this information is disclosable with the following exceptions:

If you dispute that the records are disclosable under the Public Records statute, we would be happy to discuss it with you. Disclosure is to be made promptly and so we ask to hear from you within 48 hours. (RCW 42.17.310(1)(b))

MINUTES
CITY OF STEVENSON COUNCIL MEETING
February 20, 2020
6:00 PM, City Hall

1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor Anderson called the meeting to order at 6:00 p.m. and led the Council in the Pledge of Allegiance.

a) **Oaths of Office:** The oaths of office were administered to Councilmembers Hendricks, McHale and Knudsen by Mayor Anderson.

2. CHANGES TO THE AGENDA: Changes are noted with an asterisk. Additions were for a liquor license application, a request from Skamania County to waive fees for a warming shelter and a contract with the Department of Enterprise.

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

- a) **Liquor License Renewals-** Backwoods Brewing Company, A&J Select Market, Skunk Brothers Spirits
- b) **Water Adjustment** - Rodick Bennett (meter no. 613000) requested a water adjustment of \$941.53 for a leak on an outside faucet which has since been repaired.
- c) **Water Adjustment** - Amy Collins (meter no. 106600) requested a water adjustment of \$675.88 for a leak on the waterline to the house which they have since repaired.
- d) **Water Adjustment** - Robert & Meghan Perry (meter no. 1403900) requested a water adjustment of \$297.85 for a leak on the waterline to the house which they have since repaired.
- e) ***Liquor License Application** - Heathman's Kitchen located at 340 SW 2nd for beer and wine.
- f) **Minutes** of December 19, 2019 City Council Meeting, January 21, 2020 Special Joint Meeting with Skamania County Fire District 2, and February 4, 2020 Special Council Meeting.

MOTION to approve consent agenda items a-f made by Councilmember Hendricks, Seconded by Councilmember Muth.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale.

4. PUBLIC COMMENTS:

- Rick May spoke about an article in the recent AARP magazine highlighting Columbia River cruises. He noted many of the cruise passengers were likely older and well-to-do. He urged the City of Stevenson to capitalize on the potentially large number of visitors by developing some form of transportation into the City from the docks. He was encouraged to attend Port meetings to share his suggestions.

- A short discussion followed by Councilmembers on the proposed plans for the cruise lines to access the docks operated by the Port of Skamania County.
- Bonnie Heemeier, owner of two businesses in downtown Stevenson asked what the Council/City would be doing to improve parking in the downtown area. She said the topic had been under discussion for years and was hopeful to finally have some action based on the visioning within the new Stevenson Downtown Plan. She noted the current parking ordinances are seen as a hindrance to business development.
- Andrea Byrd thanked the City Council for its past and current financial support of the local pool.

5. PUBLIC HEARINGS:

- a) **USDA RD Application Authorization** - City Administrator Leana Kinley presented Resolution 2020-354 authorizing the city to apply for USDA Rural Development funds for the wastewater project for public comment and council consideration. The USDA requires a hearing for applications for financial assistance.

Mayor Anderson opened the public hearing at 6:15 p.m. The hearing was regarding the application to the USDA for matching funds to support an EDA grant application for the Stevenson Wastewater Treatment plan.

No public comment was received. Mayor Anderson closed the public hearing at 6:17 p.m.

MOTION: To approve Resolution 2020-354 authorizing the city to apply for USDA Rural Development funds for the wastewater project as presented made by Councilmember Muth, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale.

- b) **Chinidere Development Agreement** - City Attorney Ken Woodrich advised Mayor Anderson that the hearing on the Chinidere Development Agreement be put off until the March 2020 Council meeting.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Downtown Plan** – Don Arambula, from Crandall Arambula, presented the downtown plan and answered questions from council. Page 57 was highlighted as containing information related to the parking problem brought up during public comments. He related the plan offered several suggestions regarding changes to current parking regulations. He also noted the potential economic benefit of cruise ships was included in the plan.

Shumaker related the plan will be presented publicly at the March 10th, 2020 Chamber Break. He and Arambula shared details of the plan with the Council, including the goals and objectives of mobility, parking, urban design and land use. Shumaker related a

marketing study had been performed with a 10-year projection of trends to help guide the plan.

Shumaker related he is looking to form a Stewardship Committee consisting of individuals from local agencies and businesses to help implement the plan over the next few years. Mayor Anderson noted it was great to have real data to use in planning and that it is easier to move plans forward in small phases rather than one large project. Councilmember Hendricks suggested Councilmembers review the plan and then bring any questions or comments to the upcoming Council retreat. Councilmember Knudsen asked if the information packet was publicly available and was informed it is on the City's website.

Bonnie Heemeier commented on traffic congestion during the summer months. She also asked what the next steps for the plan were. Shumaker related the plan will be presented to the public for review and final comments over the next month or so, and the council will then have to vote to approve the plan's implementation.

Julie May, audience member asked about public outreach and was advised of the Chamber break event, plus information in the Skamania Pioneer and opportunities to view the plan at City Hall.

7. UNFINISHED BUSINESS:

- a) **First Reading Ordinance 2020-1155 Regarding Changes to the Engineering Standards -** City Administrator Leana Kinley presented ordinance 2020-1155 requiring updates to the Engineering Standards be adopted by ordinance and referred to the Planning Commission on a case-by-case basis, as discussed at the December 19, 2019 council meeting.

Following a short discussion about what the changes would entail versus what is currently in place, the Council opted to hold a second reading at the March 2020 Council meeting to allow more time for public input. Attorney Woodrich advised the council there was no need to make a motion to hold a second reading.

- b) **Sewer Plant Update** – Stevenson PW Director Karl Russell provided the Council with details on the operations at the Wastewater Treatment Plant. He reported the consultant Ron Moeller is visiting the site just one day per week now, but maintains daily phone calls. As of March 1, Moeller will just be called as needed.

He reported there have been significant reductions in the hauling of bio-solids, with February's haulage anticipated to be reduced over 80%. When questioned by Councilmember Muth, Russell related it was due to a number of factors, including staff time, frequent tests, training, spending time overseeing the process and some new equipment. He also gave kudos to the staff for their interest and diligence in performing the daily repetitive tests. Administrator Kinley shared the PW Department is significantly

short staffed but is still achieving positive results. She directed the Council's attention to a chart that detailed the reduction of influent.

Councilmember Hendricks asked what the next benchmarks were for the WWTP and Russell related the influent BOD has to be reduced. He noted that anything over 85% of capacity results in a violation.

Mayor Anderson asked PW Director Russell to pass on congratulations to the staff and encouraged Councilmembers to tour the plant and see for themselves the improvements.

8. NEW BUSINESS:

- a) **Approve City Council Rules of Procedure** - City Administrator Leana Kinley presented resolution 2020-352 amending city council rules of procedure by resolution for council discussion and consideration. The revision of the 2009 adopted rules of procedure was based on discussion at the December 19, 2019 council meeting and other changes that have taken place.

MOTION by Councilmember Muth motioned to approve resolution 2020-352 amending the city council rules of procedure as presented, Councilmember Hendricks seconded the motion.

Councilmember Knudsen asked to discuss the section regarding the Pledge of Allegiance. He stated- not all find the pledge appropriate and expressed concern around future councils being bound to it ~~he felt it was inappropriate~~. Councilmembers Weissfeld and McHale agreed. Councilmember Hendricks suggested each person could privately edit the Pledge when performing. Attorney Woodrich advised the Council that under the First Amendment reciting the Pledge is not a requirement.

Following a discussion, a **motion** was made by Councilmember Knudsen to amend the resolution with language stating the Mayor leads the Pledge of Allegiance be struck. Councilmember McHale seconded the motion.

Councilmember Muth called for further discussion and clarification on what the amendment would mean. Attorney Woodrich noted the chair can include the Pledge if desired after calling the meeting to order.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

Voting Nay: Councilmember Muth

Voting on the resolution as amended:

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

Voting Nay: Councilmember Muth

Mayor Anderson stated he had initiated the Pledge because of his sense of pride in being an American. Councilmember McHale proposed an Oath of Service as a suggested alternative to the Pledge of Allegiance. Councilmember McHale related her pre-meeting meal was intended to encourage social connections. Attorney Woodrich reminded the Councilmembers no official business was to be conducted during the pre-meeting meal.

Councilmember Hendrick cautioned the Council they could expect public pushback regarding the Pledge and Mayor Anderson agreed it could be a divisive issue. He also suggested Councilmembers send any proposals, comments or suggestions solely to Administrator Kinley to avoid violating Open Public Meeting Law.

- b) **First Reading Ordinance 2020-1157 Regarding Changes to Zoning** - Community Development Director Ben Shumaker presented to the Council a staff report and ordinance 2020-1157 amending the Stevenson zoning code (SMC Title 17); modifying where single-family detached dwellings and townhomes are allowed; clarifying use categories within SMC 17.13.010; and incorporating zoning interpretations conducted under SMC 17.12.020. He provided information on what the amendment would change. He noted the changes had been reviewed by the Planning Commission and they had no recommendations for the Council as of yet.

Several methods of permitting murals were considered. Additional topics discussed included conditional siting of townhomes and cultural attractions.

A further concern over shipping/storage containers in the downtown core was raised. Councilmember Weissfeld asked if a second moratorium on their use should be approved by the Council. It was established some parameters needed to be set.

The Council agreed to ask the Planning Commission to develop standards for shipping containers. Setting maximum or minimum heights were considered. Mayor Anderson noted that sustainable standards were important and to ensure they were in line with the Downtown Plan recommendations.

The ordinance with any changes will be presented for a second reading at the March 19th City Council meeting.

- c) **First Reading Ordinance 2020-1156 Revising SMC 13.04.060** -City Administrator Leana Kinley presented ordinance 2020-1156 allowing the city to enter into contracts with lessees, in addition to property owners as currently allowed, to regulate sewer discharge. She explained the current ordinance provides the City can contract only with property owners and not any beverage or industrial business that lease a building. Councilmember Muth advised changing the ordinance language from 'whereas property owners have no control' to 'whereas property owners may not have direct control.' City Attorney Woodrich noted and agreed to the change. The ordinance will be presented with the changes noted for a second reading at the March 19th, 2020 City Council meeting.

- d) **Approve Interlocal Agreement for Building Inspection Services** - City Administrator Leana Kinley presented an interlocal agreement with Skamania County for Building Inspection Services for council discussion and consideration. Because PW Director

Russell's workload has increased, the City will be contracting with the County Building Department to perform building inspections. Details of the services to be provided are contained in the agreement. The County will be compensated via the permit fees collected by the City.

Councilmember Weissfeld shared she had been contacted by two residents with serious complaints over the quality of the inspections being done by the County staff. She asked how the City can ensure inspections are done properly and in a timely manner.

Administrator Kinley and PW Director Russell noted the County was in the process of hiring an additional inspector. Community Development Director Shumaker relayed the County planning department has been having issues with permit slowness due to being extremely understaffed. He related things are now moving faster. He stated the contract with the County is based on the expectation another inspector will be hired.

Melissa Regland, audience member, spoke about problems she has encountered with the current inspection schedule.

Councilmember Weissfeld asked why the City was not hiring its own inspector. It was pointed out the reason was to save costs.

Additional questions were raised regarding the contract. Councilmember Weissfeld objected to terms stating the agreement was exclusive between the County and City. Having a five-year duration and 180 days' notice of termination were also highlighted as concerns. City Attorney Woodrich advised the Mayor has the authority to enforce and implement contracts. He suggested shortening the termination notice to 60 or 90 days. He also advised the Council it was important to have consistency in the inspection process.

Administrator Kinley related that hiring a part-time building inspector is difficult at best during a time of full employment. She suggested going to the County to discuss concerns with the terms and quality assurance. It was agreed that some form of performance standards are needed. Community Development Director Shumaker suggested having the County Public Works Department provide regular reports to the Council similar to the Chamber and Economic Development Council.

No action was taken.

- e) **Discuss Park Plaza Agreement** - City Administrator Leana Kinley presented a draft agreement with Skamania County regarding the operation and maintenance of the Skamania County Courthouse Plaza as it relates to the Park Plaza project for council discussion.

The Stevenson Downtown Association is still looking to hire a new Executive Director. No discussion took place and no action was taken on the draft agreement with Skamania County.

- f) **Approve Finance Letter of Intent** - City Administrator Leana Kinley presented a letter of intent from Opus Bank regarding a \$350,000 loan at 2.83% interest for 10 years and \$1,000 documentation costs to finance the matching funds needed for the energy grant. The project will replace all meters throughout the city with radio read meters and

modify the lighting in City Hall. The funds are for the remaining half of the water meter project.

MOTION: To approve the letter of intent from Opus Bank for an approximately \$350,000 loan at 2.83% for 10 years for the water meter and energy conservation project made by Councilmember Weissfeld seconded by Councilmember Muth.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale, Councilmember Muth

- g) Approve Russell Avenue Construction Agreement** - Public Works Director Karl Russell presented the Russell Avenue construction agreement with NW Construction General Contracting, Inc. of Battle Ground, WA in the amount of \$712,957.65 for council approval.

Councilmember Knudsen expressed ~~concerns-dismay~~ over the delay in the start date of the project. He stated he understood the project was initially due to be completed ~~by July in order to avoid~~ before the busy tourist season. PW Director Russell explained there were complications with Right-of-Way acquisition ~~and getting all the players and contractors aligned.~~ Staff explained the length of construction has not changed and the start date was moved from February to March. Knudsen stated council approved estimations in money with the expectation the project would be done in May. ~~Administrator Kinley noted the grant funds are only accessible through August 2020.~~

Councilmember Weissfeld asked if the construction would affect water access via Russell and Railroad and was assured it would not. Councilmember Hendricks asked if this was the exact amount. It was noted change orders could occur during the project.

Bonnie Heemeier asked about unmarked utilities and the risk of a gas leak in downtown Stevenson. There had been one in the spring of 2019 and she was concerned about another occurrence. PWD Russell noted there are older utilities that are unmarked and there are possible situations when construction will dig up lines and pipes.

Councilmember Weissfeld asked about flaggers. Councilmember Muth reminded the audience the City is legally obligated to take the low bid.

MOTION: To approve the Russell Avenue construction agreement with NW Construction General Contracting, Inc. in the amount of \$712,957.65 made by Councilmember Hendricks, Seconded by Councilmember Muth.

Knudsen expressed his frustration when he asked the Mayor what happened and he got a shrug, it comes off as not paying attention. Mayor Anderson stated we had a Public Works Director that is no longer here that said he had it covered and clearly, he did not. Knudsen stated it is ultimately the Mayor's responsibility.

Councilmember McHale asked if we had to start the project now. Administrator Kinley noted the grant funds are only accessible through August 2020.

Voting Yea: Councilmember Weissfeld, Councilmember Hendricks, Councilmember Weissfeld, Councilmember McHale.

Voting Nay: Councilmember Knudsen

- h) **Approve Personnel Policy Update** - City Administrator Leana Kinley presented the attached staff memo and resolution 2020-353 revising the personnel policy for council consideration. She explained that one change allows out of class pay for employees and noted an employee at Public Works had been working the last 45 days in an out-of-class position. Another change was for certification pay.

MOTION to approve the Personnel Policy update was made by Councilmember Knudsen, Seconded by Councilmember McHale.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

- i) **Approve Resolution Regarding a Ballot Proposition for Creation of a Metropolitan Park District** - City Administrator Leana Kinley presented a staff memo and resolution for 2020-356 regarding the ballot proposition for the creation of a Metropolitan Park District with revised boundaries for council discussion and consideration. She reported the boundary lines have been slightly altered as the Assessor did not approve of using the Urban Growth Area for boundary lines. Five precincts are included.

The cost of the election will be divided between the city and County and will vary depending on the final number of ballot measures. The intent is to run the proposition at the August 2020 election. If defeated then it can then be run on the November 2020 ballot. One of the downfalls of the later election means the tax cannot be levied and collected until 2022. There is a provision that allows the County to loan funds in anticipation of the tax revenue. Councilmember Weissfeld expressed concerns about having two levy propositions on the ballot may not be good to ask voter support for.

MOTION to approve resolution 2020-356 regarding a ballot proposition for creation of a metropolitan park district was made by Councilmember Weissfeld, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember McHale

Voting Nay: Councilmember Knudsen.

- j) **Approve Community Pool Support Agreement** - City Administrator Leana Kinley requested approval of the Interlocal Agreement with Stevenson-Carson School District in the amount of \$40,000, as approved in the 2020 budget, for support of the community pool.

A question was raised if the School District's possible reduction of hours for pool operations would affect the funds provided by the City of Stevenson. The funds will remain the same. Councilmember Weissfeld declared she considered the support an investment in the community.

MOTION to approve the community pool support agreement in the amount of \$40,000 made by Councilmember Hendricks, Seconded by Councilmember Weissfeld.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

- k) ***Approve Funding and Agreement Amendment with Department of Enterprise Services** - City Administrator Leana Kinley presented a memo, funding approval letter and interagency agreement amendment with the Department of Enterprise Services for council review and consideration. She noted there has been a significant time lag in getting the contract and the contractor is frustrated by the delay. There is close to a two-month time period between purchase of the meters and final installation.

MOTION: To approve the additional funding for the contract documents outlined in the letter from the Department of Enterprise Services in the amount of \$600,272 for the energy project made by Councilmember Knudsen, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

MOTION: To approve the Interagency Agreement Amendment No. 1 with Department of Enterprise Services made by Councilmember Knudsen, Seconded by Councilmember Hendricks.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale

- l) ***Approve Waiving Fees for Warming Shelter** - Administrator Kinley presented Council with a request from the County to waive the fees related to converting a county building into a warming shelter. The waiver request is for the \$25 application for improvement and the utility reconnect fee of 5 months base water fees.

Councilmember McHale asked if she needed to recuse herself from the vote as her partner is the WAGAP/Stevenson Shelter manager. Attorney Woodrich advised her there was a \$1,000 profit limit.

MOTION to approve waiving the \$25 application for improvement and the utility reconnect fee of 5 months base water fees for the county to establish a warming shelter made by Councilmember Hendricks, Seconded by Councilmember McHale.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale.

- m) **Discuss Date for Council Retreat** - Councilmembers discussed a date for and agenda items for a Council retreat in the spring.

Councilmembers agreed to hold a retreat on March 28th, from 9 a.m. to 3 p.m.

- n) **Approve Committee Assignments** - A discussion was held on who would serve on the Fair Board. PW Director Russell was tapped to serve on the Solid Waste Advisory Board. Several other committees or councils were noted as essentially inactive.

MOTION: To approve the committee appointments with changes as discussed made by Councilmember Knudsen, Seconded by Councilmember McHale.

Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Knudsen, Councilmember McHale.

- o) Discuss Fee Update** - City Administrator Leana Kinley presented information to Council for discussion updating the city's fee schedule to allow charging for electronic records per RCW 42.56.070(7) and RCW 42.56.120.

Councilmember Knudsen spoke against the resolution, stating he felt it would be a burden for low-income residents to have to pay fees for public record requests. Councilmember McHale agreed. She said she considered the need for transparency important and citizens should have access to learning about decisions made by the City Council without having to pay money.

Attorney Woodrich cautioned the Council regarding the possibility of 'records trolls'. Some people create a huge and costly burden on municipalities or other public agencies through extensive records requests that often lead to lawsuits if an audit determines an error was made in providing records. Often agencies will pay a settlement fee to end a lawsuit. He noted it is seen by many as a money-making scam. He suggested the City digitize as many records as possible and have them publicly available for citizens to access. The staff time to search and produce records, provide redactions if needed and fulfill requests in the time provided can be excessive. Administrator Kinley noted she is working on a local records grant to support digitizing public records.

Audience member Kurt Gray suggested waiving fees for citizens of Stevenson. Attorney Woodrich noted that if fees are waived for some people, they must be waived for all.

9. INFORMATION ITEMS:

- a) Financial Report** - City Administrator Leana Kinley presented preliminary year-end summary report for revenues and expenses through 2019 and January 2020.
- b) Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in December 2019 and January 2020.
- c) Sheriff's Report** - A copy of the Skamania County Sheriff's report for December 2019, January 2020 and the December newsletter were attached for council review.
- d) Building Permits Issued** - A copy of recent building permits issued and other activity was attached for council review.
- e) Planning Commission Minutes** - Minutes were attached from the 10/14/19, 11/11/19, 12/4/19, 12/9/19, and 1/13/20 Planning Commission meetings.
- f) Fire Department Report** - A copy of the Stevenson Fire Department's report for January, 2020 was attached for Council review.

10. CITY ADMINISTRATOR AND STAFF REPORTS: Information was provided to Councilmembers in their meeting packets.

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a)** December 2019 & January 2020 payroll & December 2019, January 2020, & February 2020 A/P checks have been audited and are presented for approval. December payroll checks 14019 thru 14113 total \$137,827.20 which includes thirty-three EFT payments. January payroll checks 14188 thru 14195 total \$88,061.51 which includes nineteen EFT payments. December 2019 A/P Checks 14114 thru 14158 total \$241,875.14 which

includes one EFT payment. January 2020 A/P Checks 14159 thru 14187 total \$86,881.14 which includes one EFT payment. December 2019 A/P Checks 14196 thru 14243 total \$131,936.87 which includes one EFT payment. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting. January 2020 investment activity: \$300,000 Callable Bond matured (FFCB @ 2.38 %), \$303,458.56 Noncallable Treasury Bond purchased @ 1.5%.

MOTION to approve the vouchers as presented was made by Councilmember Muth, seconded by Councilmember Hendricks. The motion passed unanimously.

12. MAYOR AND COUNCIL REPORTS:

Councilmember Weissfeld shared information on the upcoming Economic Development Council's annual luncheon. It will be held at the Skamania Lodge on March 25th. Dean Maldonado, a local developer will be the featured speaker. Representatives from Wind River Organics will also be speaking. Scott Bailey will not be presenting.

The new EDC director is Kevin Waters.

13. ISSUES FOR THE NEXT MEETING: None provided

14. ADJOURNMENT - Mayor Anderson adjourned the meeting at 9:23 p.m.

=====

Approved _____; Approved with revisions _____

Name

Date

Minutes by Johanna Roe

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce
Reporting Period:	February, 2020
Amount Due:	\$ 7,500.00 Monthly Contract Amount
	120.00 Program Management Time
	<u>422.09</u> Monthly Reimbursables
	\$ 8,042.09

VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	204
Telephone Calls:	45
E-Mails:	21
Business Referrals:	1,458
Tracked Overnight Stays:	41
Mailings (student, relocation, visitor, letters):	5
Large Quantity Brochures	220
Chamber Website Pageviews	3,408
COS Website Pageviews	5,408

CHAMBER BUSINESS

Chamber Board Meeting: We held our February board meeting and discussed the action items on our strategic plan as well as performance measures and timeline.

Chamber Membership: We had 2 new members join the Chamber and 11 membership renewals in February

Chamber E-Newsletter: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons to over 1,000 recipients.

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.

Chamber Networking Events: We did not have a host for Chamber Happy Hour or Chamber Break events in February.

Chamber Marketing, Projects, Action Items:

- Attended Western Association of Chamber Executives conference in Portland.
- Placed 2 ads in regional publications.
- Made updates to Chamber website including calendar of events, leadership and membership pages.
- Worked with NB Marketing on creating new social media pages for the Chamber.

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.

Stevenson Downtown Association (SDA): Attended quarterly SDA board meeting. Attend monthly meetings to continue working on SDA Promotion Committee's historical walking tour of Stevenson. Interviewed applicants for Executive Director position.

(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:

- Switched marketing contract from Sasquatch Advertising to NB Marketing.
- Worked with NB Marketing on updates to City of Stevenson website and social media pages.
- Set-up online ticket sales, camping reservations and updated event information on Gorge Blues & Brews website.
- Started signing up breweries and wineries and food vendors for the Gorge Blues and Brews Festival.
- Update event kiosk signs with 2020 dates.

2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 1	Stevenson Street Enhancement	
P1-B	Kiosk Diabond Signs	\$ 200.00
Program 2	Promotional Products and Projects	
P2-D1	Website	<u>\$ 222.09</u>
		\$ 422.09

2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases)	2hrs	\$ 60.00
P3-A	Gorge Blues and Brews	2hrs	<u>60.00</u>
		4hrs	\$ 120.00

	<i>2020 Budget</i>	<i>Current Request</i>	<i>Requested YTD</i>	<i>Remaining</i>
Total Program Promo Expenses	85,000.00	\$542.09	\$9,089.04	\$75,910.96

TREASURERS REPORT

Fund Totals

City Of Stevenson
MCAG #:

02/01/2020 To: 02/29/2020

Time: 16:42:16 Date: 03/13/2020
Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	744,938.85	127,818.35	69,856.49	802,900.71	25,008.29	11,403.89	-200.00	839,112.89
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	0.00		1,483,593.47	0.00	0.00	0.00	1,483,593.47
100 Street Fund	312,662.03	11,274.64	20,259.30	303,677.37	30.00	1,041.09	0.00	304,748.46
103 Tourism Promo & Develop Fund	744,225.76	33,546.86	19,271.77	758,500.85	18,372.54	88.38	0.00	776,961.77
300 Capital Improvement Fund	138,463.49	2,348.00		140,811.49	0.00	0.00	0.00	140,811.49
309 Russell Ave	-261.36	0.00	2,798.96	-3,060.32	0.00	0.00	0.00	-3,060.32
400 Water/Sewer Fund	751,854.44	119,387.24	83,273.68	787,968.00	17,670.89	4,368.33	-1,782.56	808,224.66
410 Wastewater System Upgrades	-121,041.85	114,457.70	37,022.08	-43,606.23	0.00	0.00	0.00	-43,606.23
500 Equipment Service Fund	136,566.26	8,884.44	4,685.65	140,765.05	1,106.52	233.08	0.00	142,104.65
630 Stevenson Municipal Court	9,320.32	2,008.50	6,662.82	4,666.00	1,412.82	0.00	0.00	6,078.82
	4,527,027.03	419,725.73	243,830.75	4,702,922.01	63,601.06	17,134.77	-1,982.56	4,781,675.28

TREASURERS REPORT

Account Totals

City Of Stevenson
MCAG #:

02/01/2020 To: 02/29/2020

Time: 16:42:16 Date: 03/13/2020
Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 Checking	1,664,261.70	386,424.68	228,354.36	1,822,332.02	-1,324.62	79,273.01	1,900,280.41
3 Court Trust Umpqua	9,320.32	2,008.50	6,662.82	4,666.00	0.00	1,462.82	6,128.82
10 Xpress Bill Pay	78,016.25	21,321.51	0.00	99,337.76	-657.94	0.00	98,679.82
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
Total Cash:	1,752,098.27	409,754.69	235,017.18	1,926,835.78	-1,982.56	80,735.83	2,005,589.05
Investment Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5 LGIP	867,723.76	1,157.35	0.00	868,881.11	0.00	0.00	868,881.11
6 US Bank Safekeeping	1,904,106.06	0.00	0.00	1,904,106.06	0.00	0.00	1,904,106.06
8 CATV Trust	3,098.94	0.12	0.00	3,099.06	0.00	0.00	3,099.06
Total Investments:	2,774,928.76	1,157.47	0.00	2,776,086.23	0.00	0.00	2,776,086.23
	4,527,027.03	410,912.16	235,017.18	4,702,922.01	-1,982.56	80,735.83	4,781,675.28

TREASURERS REPORT
Fund Investments By Account

City Of Stevenson
 MCAG #:

02/01/2020 To: 02/29/2020

Time: 16:42:16 Date: 03/13/2020
 Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	202,594.41		396.86	396.86		202,991.27
100 000 Street Fund	25,833.21		50.61	50.61		25,883.82
103 000 Tourism Promo & Develop Fund	229,778.68		450.12	450.12		230,228.80
300 000 Capital Improvement Fund	6,232.23		12.21	12.21		6,244.44
400 000 Water/Sewer Fund	107,857.96		211.28	211.28		108,069.24
500 000 Equipment Service Fund	18,516.06		36.27	36.27		18,552.33
5 - LGIP	590,812.55	0.00	1,157.35	1,157.35		591,969.90
001 000 General Expense Fund	520,390.75					520,390.75
103 000 Tourism Promo & Develop Fund	317,009.42					317,009.42
300 000 Capital Improvement Fund	25,277.36					25,277.36
400 000 Water/Sewer Fund	183,685.06					183,685.06
500 000 Equipment Service Fund	10,109.99					10,109.99
6 - US Bank Safekeeping	1,056,472.58	0.00	0.00			1,056,472.58
001 000 General Expense Fund	3,098.94		0.12	0.12		3,099.06
8 - CATV Trust	3,098.94	0.00	0.12	0.12		3,099.06
	1,650,384.07	0.00	1,157.47	1,157.47		1,651,541.54

TREASURERS REPORT

Fund Investment Totals

City Of Stevenson
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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	726,084.10		396.98	396.98		726,481.08	76,419.63
010 General Reserve Fund						0.00	326,705.62
020 Fire Reserve Fund						0.00	1,483,593.47
100 Street Fund	25,833.21		50.61	50.61		25,883.82	277,793.55
103 Tourism Promo & Develop Fund	546,788.10		450.12	450.12		547,238.22	211,262.63
300 Capital Improvement Fund	31,509.59		12.21	12.21		31,521.80	109,289.69
309 Russell Ave						0.00	-3,060.32
400 Water/Sewer Fund	291,543.02		211.28	211.28		291,754.30	496,213.70
410 Wastewater System Upgrades						0.00	-43,606.23
500 Equipment Service Fund	28,626.05		36.27	36.27		28,662.32	112,102.73
630 Stevenson Municipal Court						0.00	4,666.00
	1,650,384.07		1,157.47	1,157.47		1,651,541.54	3,051,380.47
Ending fund balance (Page 1) - Investment balance = Available cash.							4,702,922.01

TREASURERS REPORT

Outstanding Vouchers

City Of Stevenson

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	289	02/14/2020	Tr Rec	1		Jones, Michael	200.00	Vacation Rental 2020-02
2020	434	02/27/2020	Util Pay	1		Xpress Billpay	182.71	Xpress Import - CC - 02-27-2020__daily_batch.csv
2020	439	02/28/2020	Util Pay	1		Xpress Billpay	941.91	Xpress Import - CC - 02-28-2020__daily_batch.csv
Receipts Outstanding:							1,324.62	
2020	309	02/20/2020	Claims	1	EFT	Department of Revenue	4,557.61	January 2020 Taxes
2020	427	02/29/2020	Payroll	1	EFT	Department of Retirement Systems	14,270.87	Pay Cycle(s) 02/29/2020 To 02/29/2020 - PERS2; Pay Cycle(s) 02/29/2020 To 02/29/2020 - DCP
2020	426	02/29/2020	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 02/29/2020 To 02/29/2020 - Disability; Pay Cycle(s) 02/29/2020 To 02/29/2020 - Life Insurance; Pay Cycle(s) 02/29/2020 To 02/29/2020 - Accident
2019	635	04/29/2019	Payroll	1	13417	Skamania Branch Food Bank	138.14	
2019	629	04/29/2019	Payroll	1	13419	Stevenson Fire Association	69.07	
2019	889	08/22/2019	Claims	1	13800	C/O Kim O'Hara WSAPT	170.00	WSAPT Membership Dues
2019	2139	12/09/2019	Payroll	1	14020	Connor Black	59.10	2019 Volunteer FF Pay
2019	2147	12/09/2019	Payroll	1	14027	Sean M Hietpas	435.90	2019 Volunteer FF Pay
2019	2316	12/19/2019	Claims	1	14087	Skamania County Prosecutor	1,333.00	Dec 2019
2020	192	01/31/2020	Payroll	1	14191	Shawn B VanPelt	69.07	PP 01.01.20-01.31.20
2020	313	02/20/2020	Claims	1	14199	BIAS Software	1,400.00	2020 Payroll Support
2020	327	02/20/2020	Claims	1	14213	Discover Your Northwest	2,325.59	Jan 2020 Tourism Services
2020	331	02/20/2020	Claims	1	14217	Gregory S Cheney PLLC	802.50	January 2020 Court Appointed Attorney Costs
2020	332	02/20/2020	Claims	1	14218	Knapp, O'Dell & MacPherson	551.25	Richard Henrichsen - 9Z0167424
2020	334	02/20/2020	Claims	1	14220	Office of State Treasurer - Cash Mgmt Di	1,645.48	February 2020 Remittance
2020	338	02/20/2020	Claims	1	14224	QCL, Inc.	69.99	Pre-Employment Screening-Jonathan
2020	340	02/20/2020	Claims	1	14226	Ronald L. Moeller	12,036.09	WWTP Services 01.01.20-01.15.20; WWTP Services
2020	341	02/20/2020	Claims	1	14227	Skamania County Chamber of Commerce	16,046.95	January 2020 Statement
2020	344	02/20/2020	Claims	1	14230	Skamania County Prosecutor	1,333.00	Feb 2020 Remittance
2020	345	02/20/2020	Claims	1	14231	Skamania County Solid Waste Department	30.00	Fridge To Transfer Station
2020	346	02/20/2020	Claims	1	14232	Skamania County Treasurer	17,570.85	Feb 2020 - LE/LiqExcise/CVC; Feb 2020 Municipal Court Contract; 2020 Property Taxes - DNR Fire Controll & Fire Fee
2020	351	02/20/2020	Claims	1	14237	USA Bluebook	1,041.39	Lab Supplies; Rubber Coated Gloves; Lab Supplies For WWTP; Lab Supplies For WWTP
2020	353	02/20/2020	Claims	1	14239	WEX Bank	1,224.54	Feb 2020 Fuel Statement
2020	404	02/29/2020	Payroll	1	14244	Michael Beck	69.07	PP 02.01.20-02.29.20
2020	415	02/29/2020	Payroll	1	14245	Annie McHale	276.29	PP 02.01.20-02.29.20
2020	423	02/29/2020	Payroll	1	14247	Shawn B VanPelt	69.07	PP 02.01.20-02.29.20
2020	430	02/29/2020	Payroll	1	14248	City of Stevenson	319.38	Pay Cycle(s) 02/29/2020 To 02/29/2020 - City Payback

TREASURERS REPORT

Outstanding Vouchers

City Of Stevenson
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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	431	02/29/2020	Payroll	1	14249	HRA VEBA Trust Contributions	500.00	Pay Cycle(s) 02/29/2020 To 02/29/2020 - HRA VEBA
2020	432	02/29/2020	Payroll	1	14250	Stevenson Fire Association	69.07	Pay Cycle(s) 02/29/2020 To 02/29/2020 - Fire Association
2020	433	02/29/2020	Payroll	1	14251	WGAP Washington Gorge Action Program	207.21	Pay Cycle(s) 02/29/2020 To 02/29/2020 - Food Bank
2020	429	02/29/2020	Payroll	1	14252	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 02/29/2020 To 02/29/2020 - WA Child Support
							79,273.01	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2020	529	02/24/2020	Claims	3	1010	Stevenson Municipal Court	4.32	Crime Victims Compensation - Gibson, Jason - CR0021364 - Restitution
2020	530	02/28/2020	Claims	3	1011	Stevenson Municipal Court	1,408.50	City Of Stevenson - Feb 2020 Remittance
							1,462.82	
2020	435	02/27/2020	Util Pay	10		Xpress Billpay	300.72	Xpress Import - EFT - 02-27-2020__daily_batch.csv
2020	436	02/27/2020	Util Pay	10		Xpress Billpay	25.00	Xpress Import - iPay - 02-27-2020__daily_batch.csv
2020	440	02/28/2020	Util Pay	10		Xpress Billpay	33.52	Xpress Import - EFT - 02-28-2020__daily_batch.csv
2020	441	02/28/2020	Util Pay	10		Xpress Billpay	90.00	Xpress Import - CheckFree - 02-28-2020__daily_ba
2020	442	02/29/2020	Util Pay	10		Xpress Billpay	208.70	Xpress Import - EFT - 02-29-2020__daily_batch.csv
							657.94	
Receipts Outstanding:							657.94	
							80,735.83	

Fund	Claims	Payroll	Total
001 General Expense Fund	25,008.29	11,403.89	36,412.18
100 Street Fund	30.00	1,041.09	1,071.09
103 Tourism Promo & Develop Fund	18,372.54	88.38	18,460.92
400 Water/Sewer Fund	17,670.89	4,368.33	22,039.22
500 Equipment Service Fund	1,106.52	233.08	1,339.60
630 Stevenson Municipal Court	1,412.82	0.00	1,412.82
	63,601.06	17,134.77	80,735.83

TREASURERS REPORT

Signature Page

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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
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001 General Expense Fund 01/01/2020 To: 12/31/2020

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	419,177.79	680,252.11	(261,074.32)	162.3%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	59,695.22	54,251.94	5,443.28	90.9%
308 Beginning Balances	512,286.83	767,917.87	(255,631.04)	149.9%
311 Property Tax	481,883.50	24,741.07	457,142.43	5.1%
313 Sales Tax	265,000.00	63,647.40	201,352.60	24.0%
316 Utility Tax	40,000.00	20,335.40	19,664.60	50.8%
317 Other Tax	16,000.00	6,628.45	9,371.55	41.4%
310 Taxes	802,883.50	115,352.32	687,531.18	14.4%
321 Licenses	2,900.00	1,090.00	1,810.00	37.6%
322 Permits	45,000.00	(2,196.84)	47,196.84	4.9%
320 Licenses & Permits	47,900.00	(1,106.84)	49,006.84	2.3%
330 Grants	350,000.00	62,036.28	287,963.72	17.7%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Tax	16,055.00	3,649.45	12,405.55	22.7%
330 Intergovernmental Revenues	377,055.00	65,685.73	311,369.27	17.4%
341 Other	0.00	820.47	(820.47)	0.0%
342 Fire District 2	19,500.00	9,838.21	9,661.79	50.5%
345 Planning	4,500.00	8,625.00	(4,125.00)	191.7%
346 Building	3,000.00	29.00	2,971.00	1.0%
340 Charges For Goods & Services	27,000.00	19,312.68	7,687.32	71.5%
350 Fines & Penalties	11,250.00	4,544.64	6,705.36	40.4%
360 Interest & Other Earnings	5,500.00	8,482.06	(2,982.06)	154.2%
380 Non Revenues	0.00	2,578.73	(2,578.73)	0.0%
Fund Revenues:	1,783,875.33	982,767.19	801,108.14	55.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	22,000.00	2,034.80	19,965.20	9.2%
512 Judicial	62,700.00	8,940.14	53,759.86	14.3%
513 Executive	110,825.00	20,124.83	90,700.17	18.2%
514 Financial, Recording & Elections	99,600.00	17,212.76	82,387.24	17.3%
515 Legal Services	31,500.00	1,464.00	30,036.00	4.6%
517 Employee Benefit Programs	525.00	0.00	525.00	0.0%
518 Centralized Services	51,580.29	28,484.18	23,096.11	55.2%
521 Law Enforcement	192,801.85	30,334.56	162,467.29	15.7%
202 Fire Department	82,905.00	5,549.94	77,355.06	6.7%
203 Fire District 2	19,500.00	376.16	19,123.84	1.9%
522 Fire Control	102,405.00	5,926.10	96,478.90	5.8%
528 Dispatch Services	8,000.00	0.00	8,000.00	0.0%
551 Public Housing Services	350,000.00	0.00	350,000.00	0.0%
553 Conservation	300.00	0.00	300.00	0.0%
554 Environmental Services	11,400.00	0.00	11,400.00	168
550 Building	37,050.00	1,979.42	35,070.58	5.3%

2020 BUDGET POSITION

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001 General Expense Fund 01/01/2020 To: 12/31/2020

Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
560 Planning	193,480.00	25,189.69	168,290.31	13.0%
570 Economic Development	11,900.00	0.00	11,900.00	0.0%
558 Planning & Community Devel	242,430.00	27,169.11	215,260.89	11.2%
565 Welfare	30,000.00	0.00	30,000.00	0.0%
566 Substance Abuse	150.00	42.98	107.02	28.7%
573 Cultural & Community Activities	500.00	0.00	500.00	0.0%
576 Park Facilities	149,350.00	1,253.48	148,096.52	0.8%
580 Non Expenditures	0.00	2,093.27	(2,093.27)	0.0%
597 Interfund Transfers	35,000.00	0.00	35,000.00	0.0%
100 Unreserved	189,698.97	0.00	189,698.97	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	59,695.22	0.00	59,695.22	0.0%
999 Ending Balance	282,808.19	0.00	282,808.19	0.0%
Fund Expenditures:	1,783,875.33	145,080.21	1,638,795.12	8.1%
Fund Excess/(Deficit):	0.00	837,686.98		

2020 BUDGET POSITION

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010 General Reserve Fund		01/01/2020 To: 12/31/2020	
Revenues	Amt Budgeted	Revenues	Remaining
308 Beginning Balances	325,553.66	326,705.62	(1,151.96) 100.4%
Fund Revenues:	325,553.66	326,705.62	(1,151.96) 100.4%
Expenditures	Amt Budgeted	Expenditures	Remaining
999 Ending Balance	325,553.66	0.00	325,553.66 0.0%
Fund Expenditures:	325,553.66	0.00	325,553.66 0.0%
Fund Excess/(Deficit):	0.00	326,705.62	

2020 BUDGET POSITION

City Of Stevenson
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020 Fire Reserve Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	1,480,000.00	1,483,593.47	(3,593.47)	100.2%
397 Interfund Transfers	35,000.00	0.00	35,000.00	0.0%
Fund Revenues:	1,515,000.00	1,483,593.47	31,406.53	97.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,515,000.00	0.00	1,515,000.00	0.0%
Fund Expenditures:	1,515,000.00	0.00	1,515,000.00	0.0%
Fund Excess/(Deficit):	0.00	1,483,593.47		

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100 Street Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	116,553.76	306,418.36	(189,864.60)	262.9%
310 Taxes	322,000.00	34,224.48	287,775.52	10.6%
320 Licenses & Permits	600.00	50.00	550.00	8.3%
330 Intergovernmental Revenues	49,620.60	5,165.69	44,454.91	10.4%
360 Interest & Other Earnings	0.00	106.05	(106.05)	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	488,774.36	345,964.58	142,809.78	70.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	265,600.00	26,554.91	239,045.09	10.0%
543 Streets Admin & Overhead	28,050.00	8,490.00	19,560.00	30.3%
544 Road & Street Operations	21,000.00	0.00	21,000.00	0.0%
566 Substance Abuse	0.00	0.00	0.00	0.0%
594 Capital Expenditures	39,000.00	1,162.64	37,837.36	3.0%
597 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
999 Ending Balance	82,124.36	0.00	82,124.36	0.0%
Fund Expenditures:	488,774.36	36,207.55	452,566.81	7.4%
Fund Excess/(Deficit):	0.00	309,757.03		

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103 Tourism Promo & Develop Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	615,661.30	710,294.51	(94,633.21)	115.4%
310 Taxes	440,000.00	62,028.18	377,971.82	14.1%
360 Interest & Other Earnings	0.00	5,991.77	(5,991.77)	0.0%
Fund Revenues:	1,055,661.30	778,314.46	277,346.84	73.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	357,250.00	19,810.40	337,439.60	5.5%
594 Capital Expenditures	370,000.00	0.00	370,000.00	0.0%
999 Ending Balance	328,411.30	0.00	328,411.30	0.0%
Fund Expenditures:	1,055,661.30	19,810.40	1,035,850.90	1.9%
Fund Excess/(Deficit):	0.00	758,504.06		

2020 BUDGET POSITION

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300 Capital Improvement Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	99,236.62	135,656.42	(36,419.80)	136.7%
310 Taxes	20,000.00	9,218.14	10,781.86	46.1%
360 Interest & Other Earnings	0.00	317.68	(317.68)	0.0%
Fund Revenues:	119,236.62	145,192.24	(25,955.62)	121.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	70,611.00	0.00	70,611.00	0.0%
999 Ending Balance	48,625.62	0.00	48,625.62	0.0%
Fund Expenditures:	119,236.62	0.00	119,236.62	0.0%
Fund Excess/(Deficit):	0.00	145,192.24		

2020 BUDGET POSITION

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303 Joint Emergency Facilities Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2020 BUDGET POSITION

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309 Russell Ave		01/01/2020 To: 12/31/2020			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	0.00	0.00	0.00	0.0%	
330 Intergovernmental Revenues	819,927.00	0.00	819,927.00	0.0%	
360 Interest & Other Earnings	75,000.00	0.00	75,000.00	0.0%	
397 Interfund Transfers	70,611.00	0.00	70,611.00	0.0%	
Fund Revenues:	965,538.00	0.00	965,538.00	0.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
594 Capital Expenditures	965,538.00	3,060.32	962,477.68	0.3%	
999 Ending Balance	0.00	0.00	0.00	0.0%	
Fund Expenditures:	965,538.00	3,060.32	962,477.68	0.3%	
Fund Excess/(Deficit):	0.00	(3,060.32)			

2020 BUDGET POSITION

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311 First Street		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	132,800.00	0.00	132,800.00	0.0%
397 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
Fund Revenues:	185,800.00	0.00	185,800.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	185,800.00	0.00	185,800.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	185,800.00	0.00	185,800.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2020 BUDGET POSITION

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400 Water/Sewer Fund		01/01/2020 To: 12/31/2020			
Revenues	Amt Budgeted	Revenues	Remaining		
400 Water/Sewer	129,205.20	251,864.61	(122,659.41)	194.9%	
401 Water	191,376.85	207,161.66	(15,784.81)	108.2%	
402 Sewer	190,400.27	218,673.27	(28,273.00)	114.8%	
308 Beginning Balances	510,982.32	677,699.54	(166,717.22)	132.6%	
330 Intergovernmental Revenues	311,000.00	0.00	311,000.00	0.0%	
343 Water	690,150.00	116,115.61	574,034.39	16.8%	
344 Sewer	887,594.20	180,089.54	707,504.66	20.3%	
340 Charges For Goods & Services	1,577,744.20	296,205.15	1,281,539.05	18.8%	
343 Water	46,674.00	23,303.29	23,370.71	49.9%	
344 Sewer	56,532.00	24,722.00	31,810.00	43.7%	
400 Water/Sewer	4,000.00	2,629.36	1,370.64	65.7%	
360 Interest & Other Earnings	107,206.00	50,654.65	56,551.35	47.2%	
380 Non Revenues	0.00	0.00	0.00	0.0%	
390 Other Financing Sources	350,000.00	0.00	350,000.00	0.0%	
Fund Revenues:	2,856,932.52	1,024,559.34	1,832,373.18	35.9%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
534 Water Utilities	473,150.00	70,089.12	403,060.88	14.8%	
535 Sewer	852,500.00	86,416.32	766,083.68	10.1%	
534 Water	64,373.39	0.00	64,373.39	0.0%	
535 Sewer	32,671.00	0.00	32,671.00	0.0%	
591 Debt Service	97,044.39	0.00	97,044.39	0.0%	
534 Water	764,500.00	38.86	764,461.14	0.0%	
535 Sewer	0.00	0.00	0.00	0.0%	
594 Capital Expenditures	764,500.00	38.86	764,461.14	0.0%	
597 Interfund Transfers	0.00	0.00	0.00	0.0%	
400 Water/Sewer	234,755.01	0.00	234,755.01	0.0%	
401 Water	188,050.85	0.00	188,050.85	0.0%	
402 Sewer	246,932.27	0.00	246,932.27	0.0%	
999 Ending Balance	669,738.13	0.00	669,738.13	0.0%	
Fund Expenditures:	2,856,932.52	156,544.30	2,700,388.22	5.5%	
Fund Excess/(Deficit):	0.00	868,015.04			

2020 BUDGET POSITION

City Of Stevenson
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410 Wastewater System Upgrades		01/01/2020 To: 12/31/2020			
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	114,457.70	885,542.30	11.4%	
397 Interfund Transfers	0.00	0.00	0.00	0.0%	
Fund Revenues:	1,000,000.00	(5,400.00)	1,005,400.00	0.5%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
594 Capital Expenditures	1,000,000.00	62,761.83	937,238.17	6.3%	
999 Ending Balance	0.00	0.00	0.00	0.0%	
Fund Expenditures:	1,000,000.00	62,761.83	937,238.17	6.3%	
Fund Excess/(Deficit):	0.00	(68,161.83)			

2020 BUDGET POSITION

City Of Stevenson
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500 Equipment Service Fund		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	65,450.73	139,248.98	(73,798.25)	212.8%
340 Charges For Goods & Services	150,000.00	17,472.30	132,527.70	11.6%
360 Interest & Other Earnings	0.00	206.85	(206.85)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
Fund Revenues:	215,450.73	156,928.13	58,522.60	72.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	125,750.00	16,140.93	109,609.07	12.8%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	89,700.73	0.00	89,700.73	0.0%
Fund Expenditures:	215,450.73	16,140.93	199,309.80	7.5%
Fund Excess/(Deficit):	0.00	140,787.20		

2020 BUDGET POSITION

City Of Stevenson
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630 Stevenson Municipal Court		01/01/2020 To: 12/31/2020		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	9,738.88	(9,738.88)	0.0%
380 Non Revenues	0.00	6,823.44	(6,823.44)	0.0%
Fund Revenues:	0.00	16,562.32	(16,562.32)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	11,896.32	(11,896.32)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	11,896.32	(11,896.32)	0.0%
Fund Excess/(Deficit):	0.00	4,666.00		

2020 BUDGET POSITION TOTALS

City Of Stevenson
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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	1,783,875.33	982,767.19	55.1%	1,783,875.33	145,080.21	8%
010 General Reserve Fund	325,553.66	326,705.62	100.4%	325,553.66	0.00	0%
020 Fire Reserve Fund	1,515,000.00	1,483,593.47	97.9%	1,515,000.00	0.00	0%
100 Street Fund	488,774.36	345,964.58	70.8%	488,774.36	36,207.55	7%
103 Tourism Promo & Develop Fund	1,055,661.30	778,314.46	73.7%	1,055,661.30	19,810.40	2%
300 Capital Improvement Fund	119,236.62	145,192.24	121.8%	119,236.62	0.00	0%
303 Joint Emergency Facilities Fund	0.00	0.00	0.0%	0.00	0.00	0%
309 Russell Ave	965,538.00	0.00	0.0%	965,538.00	3,060.32	0%
311 First Street	185,800.00	0.00	0.0%	185,800.00	0.00	0%
400 Water/Sewer Fund	2,856,932.52	1,024,559.34	35.9%	2,856,932.52	156,544.30	5%
410 Wastewater System Upgrades	1,000,000.00	-5,400.00	-0.5%	1,000,000.00	62,761.83	6%
500 Equipment Service Fund	215,450.73	156,928.13	72.8%	215,450.73	16,140.93	7%
630 Stevenson Municipal Court	0.00	16,562.32	0.0%	0.00	11,896.32	0%
	<u>10,511,822.52</u>	<u>5,255,187.35</u>	<u>50.0%</u>	<u>10,511,822.52</u>	<u>451,501.86</u>	<u>4.3%</u>

STEVENSON PLANNING COMMISSION MEETING MINUTES
Monday, February 10, 2020
6:00 PM

Attending: PC Commissioners: Valerie Hoy-Rhodehamel, Jeff Breckel, Mike Beck, Auguste Zettler, Shawn Van Pelt

City Staff: Community Development Director Ben Shumaker

Audience: Mary Repar

Meeting called to order at 6:00 p.m. by PC Chair Hoy-Rhodehamel.

Preliminary Matters

Chair Hoy-Rhodehamel selected Public Comment Option 2

2. Minutes

Breckel motioned to approve the January 2020 meeting minutes. **Zettler** seconded. The motion passed unanimously.

3. Public Comment Period (For items not located elsewhere on the agenda)

Mary Repar provided comments regarding affordable housing. She stated there were too many vacant and neglected houses in Stevenson and she would be suggesting to the City Council they enact a policy to charge the homeowner's utility fees in order to support city services.

New Business

(Commission members agreed to address item 5, Zoning Code Amendments before item 4: Public Hearing: Biennial Comp Plan Amendments.)

4. Public Hearing: Biennial Comp Plan Amendments. Establish a calendar to review requested amendments.

Shumaker described the process to address the Comprehensive Plan amendment. He explained the changes indicated by strike-throughs and underlines in the text. The amendment was requested by City staff to create a Capital Improvement Program in order to preserve or enhance existing facilities and provide new assets that will support service needs and community growth in an efficient manner. He explained the amendments were intended to help City staff align future work and service needs when planning and budgeting. He asked the Commission to determine if the amendments proposed required more public involvement than the system currently in place.

Chair Hoy-Rhodehamel opened the public hearing at 7:10 p.m.

Mary Repar commented the public needs to understand what is taking place in order to not feel rushed into anything. She suggested the Commission provide clarity on the issues being discussed. She reminded the Commission it took 18 months to put together the original Comprehensive Plan.

Breckel noted it was important for the average person to understand what was included in a Comprehensive Plan-how does it boil down to sidewalks, water, sewer, funding, etc. **Zettler** agreed public input and understanding was important and recalled how monthly workshops helped the public understand the initial Comprehensive Plan. **Shumaker** related he could put information on the City of Stevenson's website to help with public awareness. He noted the deadline for decision-making was

April 30th, 2020, and if the Commission felt it could not adopt they could recommend against adoption. **Beck** stated he felt the timeline presented was achievable.

The Commissioners considered community input options, including holding informative workshops and public hearings. After a broad discussion the Commissioners came to a consensus to discuss some initial proposed changes at the current meeting and to further discuss all the proposed changes at the March 9th regular PC meeting, then hold a public informative workshop on March 11th solely on the Comprehensive Plan changes, and then hold a public hearing on the changes proposed at the April 13th regular PC meeting. **Shumaker** agreed that the Commission's schedule would allow better upfront understanding and facilitate the public's ability to share their information/opinions at the public hearing instead of having it be a Q/A session.

Chair Hoy-Rhodehamel closed the public hearing at 7:45 p.m.

Finally, Commissioners discussed the minor changes in the Comprehensive Plan document staff has suggested to ensure consistency with the proposal. A green light/red light exercise was used to capture their approval to move the change forward for public review or disapproval to have more planning commission discussion. **Shumaker** explained at the March meeting there would be more to consider.

He provided a list of changes beginning with the cover page. The following changes were considered:

- Front cover: **Green**
- Title page: **Green**
- Acknowledgements, two changes requested by Commission, **Green**
- Strategic plan-new dates: **Green**
- Planning goals/sub goals: **Green**
- 1.12 public art plan: **Green**

5. Zoning Code Amendment: ZON2020-01 Related to Single Family Detached Dwellings in the C1 Commercial District, Murals, and recent Zoning Interpretations.

Community Development Director **Shumaker** introduced a potential amendment to the City of Stevenson's Zoning Code as described on page 59 of the current PC meeting packet. The proposed changes would prohibit new Single-Family Detached Dwellings, Manufactured Homes and Modular Homes in the C1 Commercial District; encode conditional use approval for Townhomes in the CR Commercial Recreation District; allow Townhomes as principal uses in the C1 District and allow certain Murals as permitted uses in the C1, CR and M1 Light Industrial districts. A moratorium enacted temporarily by the City Council concerning SFDD in the C1 district is set to expire in Mid-May 2020. The proposed ordinance, if approved, would replace the temporary moratorium with a complete prohibition. The main question before the Planning Commission regarded consideration of and selecting strategies to structure the public involvement process to address the changes presented in the ordinance. A lengthy discussion followed on several of the changes being proposed:

Murals: All Commissioners agreed that murals were positive, an enhancement to the community, and should involve a different permitting process. The Commission requested additional options beyond the staff draft reviewed. The options include: 1) reduced fees for non-profit agencies proposing murals, 2) a new special review process which would public notification similar to the Conditional Use process, but decision by the Zoning Administrator, and 3) further consideration of the staff draft. A question over which agency should be accountable when tax dollars are used for murals—the Planning Commission or City Council—remained undecided. **Shumaker** suggested having the City Council re-engage the Stevenson Public Art Committee to handle mural applications. **Zettler and VanPelt** questioned if having another entity involved in the process would lead to public

confusion, and all agreed that if the Committee became active again that would be the time to discuss its role regarding mural approvals. The topic(s) will be reviewed at the March 2020 PC meeting.

Cultural Attractions/Townhome/Single Family Detached Dwellings: Commission members next discussed the proposed changes to the Stevenson Zoning Code regarding Cultural Attractions, Townhomes and Single Family Detached Dwellings. **Shumaker** provided decisions made by the Administrator in 2019 and 2020. He advised the Commission that the current temporary moratorium on SFDD in the C1 (Commercial District) would be expiring in Mid-May of 2020. The proposed ordinance would create an outright prohibition on SFDD, Manufactured Homes and Modular Homes in the C1 District.

A substantial discussion on balancing the need for affordable housing with nearby access to local services against commercial development to support the local economy was held. Commissioners shared other issues they had regarding SFDD occupying space that could be used for business or commercial ventures.

Van Pelt pointed out the cost to remove a SFDD by a business seeking to build a commercial entity is prohibitive and makes it hard to attract businesses to the downtown area. Mary Repar commented that mixed use contributes to a more rural feel to the community.

Costs of providing services to residences vs. the positive returns businesses provide were highlighted by **Beck**. Buildings switching back and forth from businesses to residences (and vice-versa) were also viewed as a concern. **Shumaker** noted code enforcement and Certificates of Occupancy as methods to address when buildings change use. **Beck** suggested a 12-month limit for vacant buildings results in a discontinued use determination with a requirement to recertify.

Shumaker was asked by **Breckel** what the intent of the Downtown Plan was. **Shumaker** related the recommendations were to have separate districts and avoid SFDD in all of them in the downtown core. Having an area devoted to places of creativity is also a proposed. The method by which the current moratorium was enacted was discussed. There was general agreement the criticism of the moratorium was due to the perception there was no opportunity for public input in the decision-making.

Chair Hoy-Rhodehamel reminded the Commission of the question regarding public involvement strategy. She asked if there were any additions to the required sections as detailed in the meeting packet memo. Members requested Shumaker individually contact all vacant and single-family dwelling owners to discuss the proposal and to put short notice or article in the Skamania County Pioneer.

Old Business

6. Property Line Alteration Code: SUB2019-01 Ongoing Discussion. Plat Alterations, Plat Vacations, and “M” through “P” Definitions.

Shumaker referred the Commissioners to a memo in their packet concerning several proposed changes to SMC Title 16 and 17. Under consideration was a continuation of the review of definitions regarding the Land Division Code for letters M through Q and others referenced, and a change to record approved boundary line adjustments as an official plat of the property.

Commissioners were asked to determine if the benefits of recording the BLA as proposed would outweigh some initial extra expenses in the short term. **Shumaker** noted there would be a cost savings to property owners by reducing the number of pages having to be recorded (with a cost associated with each page.) It will be cheaper to transfer property and be easier to understand. Easements will also be included on the plat. **Shumaker** pointed to page 82 of the packet to demonstrate the change with the legal description associated with the property map.

Beck recommended checking with the state subdivision act for consistency and legality. He cautioned against creating extra burdens or complications in general, and supported adding the title report and survey with the property descriptions in this case. A short exchange followed on how the platting process is handled in neighboring jurisdictions. Survey requirements and title searches were also briefly discussed.

Discussion

7. Staff & Commission Reports Russell Street Construction, Downtown Plan, Tree Plan, Housing Needs Analysis, Expected Applications.

Shumaker reported the bids for the Russell Street project came in at ~\$115,000 less than expected. The project will run from Second Street southward. There will be street trees, wider sidewalks with patterned scoring, and decorative lamps included. Jim Joseph, a local realtor is leading a fundraising campaign to pay for the decorative lamps. Existing overhead utility lines will be placed underground. The Downtown Plan draft is out, and has been put on the city website. A series of meetings are planned for a broader look. The City Council will get a presentation from the consultants at their next meeting. A Chamber Break on March 10th will also provide an opportunity to have the public review the plan.

There was no decision yet on the tree plan grant. If received it will allow the City to inventory and update the city trees and provide for a management plan.

The Housing and Buildable Lands assessment has been provided to the Economic Development Council. The public roll out will require lots of action, with possible joint meetings of the EDC/PC and City Council. Recommendations include multi-family housing, with 30% meeting affordable definitions.

Applications expected include a 5-lot subdivision. Also substantial shoreline development permit is anticipated for review in May 2020. Location is along Rock Cove.

8. Thought of the Month None

Shumaker asked the Commission to consider how items get placed on the agenda. No changes were requested.

Adjournment

Chair Hoy-Rhodehamel declared the meeting adjourned at 8:30 p.m.

Minutes prepared by Johanna Roe

All City of Stevenson Permits with Fees Paid

Submitted Dates: 10/01/2019 - 03/12/2020

Permit Number	Permit Type	Fee Amount Due	Amount Paid
CS-19-085	CS-RES-CARPORT	\$0.00	\$0.00
CS-19-091	CS-RES-ROOF	\$0.00	\$0.00
CS-19-095	CS-RES-ROOF	\$0.00	\$0.00
CS-19-078	CS-RES-DUP	\$3,253.29	\$3,253.29
CS-19-079	CS-RES-DUP	\$3,253.29	\$3,253.29
CS-19-084	CS-BLD-COM	\$137.36	\$137.36
CS-19-092	CS-RES-SFR-FND	\$327.75	\$327.75
CS-19-093	CS-RES-SFR	\$3,355.59	\$3,355.59
CS-19-096	CS-COM-CHG-USE	\$6.50	\$0.00
CS-19-097	CS-RES-SFR-REM	\$902.04	\$902.04
CS-20-002	CS-RES-SFR	\$3,494.19	\$0.00
CS-20-003	CS-BLD-COM	\$75.00	\$0.00
CS-20-004	CS-RES-SFR-REM	\$902.04	\$902.04
CS-20-005	CS-RES-SFR	\$4,418.19	\$4,418.19
CS-20-006	CS-RES-SFR	\$2,570.19	\$0.00
CS-20-008	CS-RES-MECH	\$35.25	\$35.25
CS-20-010	CS-RES-SFR	\$2,505.51	\$0.00
CS-20-011	CS-RES-SFR	\$2,403.87	\$0.00
CS-20-012	CS-RES-SFR	\$6.50	\$0.00
	Total Fees Due/Paid	\$27,646.56	\$16,584.80



Applications Status Report

Submitted 10/01/2019 through Present

Report run on: 03/12/2020 02:27 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID Approval Step</u>	<u>Permit Status Step Status</u>	<u>Last Action Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CMP-19-01		SITE VISIT	PENDING			
		ISSUE SEPA DETERMINATION	PENDING			
		NOTICE OF APPLICATION/PUBLIC HEARING	PENDING			
		STAFF REPORT	PENDING			
		PUBLIC HEARING	PENDING			
		HEARING EXAMINER DECISION	PENDING			
		City of Stevenson Permits Start Here				
CS-19-078	CS-RES-DUP	03073634710100	APPROVED	03/03/2020	MCKENZIE, BRIAN & ASHLEIGH	GORGE CONSTRUCTION
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
		CS-19-079	CS-RES-DUP	03073634630000	APPROVED	03/03/2020
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			



Applications Status Report

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CS-19-079		PUBLIC WORKS APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-19-084	CS-BLD-COM	02070200061200	APPROVED	02/26/2020	TERRAPINS OWNER LLC	INVISION II, LLC
		BUILDING DIVISION FINAL	PENDING			
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		CERTIFICATE OF OCCUPANCY	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
CS-19-085	CS-RES-CARPORT	03073614290000	REVOKED	03/02/2020	RICHARDS, RONALD 50% & TERRY L STEEVES	
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
CS-19-091	CS-RES-ROOF	02070120100000	APPROVED	12/18/2019	HOWELL, ERAN & GLORIA	BRISCO ROOFING INC
		BUILDING DIVISION FINAL	PENDING			



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CS-19-092	CS-RES-SFR-FND	02070211020100	APPROVED	01/08/2020	LUCAS, KEVIN & ROSE	MCCASKELL CONSRUCTION LLC
		BUILDING PLAN REVIEW	COMPLETED			
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
CS-19-093	CS-RES-SFR	02070110160200	APPROVED	02/20/2020	STREICH, JEFFREY J & LINDSAY J	LEAVITT BROTHERS CONSULTING LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-19-095	CS-RES-ROOF	03073644199000	READY TO ISSUE	01/02/2020	WILSON, RONALD L	BRISCO ROOFING INC
		BUILDING DIVISION FINAL	PENDING			
CS-19-096	CS-COM-CHG-USE	02070120120000	COMPLETE	02/10/2020	SKAMANIA COUNTY	
		BUILDING DIVISION FINAL	PENDING			
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		SEWER/WATER APPROVAL - CITY	PENDING			
		PLANNING DIVISION APPROVAL	APPROVED			



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CS-19-096		BUILDING PLAN REVIEW	PENDING			
CS-19-097	CS-RES-SFR-REM	02070241060000	APPROVED	03/03/2020	BETHMAN, KURT V & JENNIFER LYNN	SKILLCRAFT CONSTRUCTION
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-002	CS-RES-SFR	03073544100100	READY TO ISSUE	03/11/2020	VAN PELT, BRANDON & KENIA	VAN PELT INC.
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-003	CS-BLD-COM	03753633030000	READY TO ISSUE	02/20/2020	WIEBE, GREG & BRENDA	
		BUILDING DIVISION FINAL	PENDING			
		BUILDING PLAN REVIEW	COMPLETED			
		INTAKE	COMPLETED			



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CS-20-003		CERTIFICATE OF OCCUPANCY	PENDING			
		FILE SETUP	COMPLETED			
CS-20-004	CS-RES-SFR-REM	03753633190000	APPROVED	02/20/2020	STORIE, SUSAN	
		BUILDING PLAN REVIEW	COMPLETED			
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		BUILDING DIVISION FINAL	PENDING			
		FILE SETUP	COMPLETED			
CS-20-005	CS-RES-SFR	03073544102300	APPROVED	03/02/2020	BEAUDOIN, MICHAEL K & GINA M	INVISION II, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	APPROVED			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		SEWER/WATER APPROVAL - CITY	APPROVED			
		BUILDING PLAN REVIEW	COMPLETED			
CS-20-006	CS-RES-SFR	03073544103100	COMPLETE	02/18/2020	POMOGAEV, SERGEY & EMMA	
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	PENDING			



Applications Status Report

Submitted 10/01/2019 through Present

Report run on: 03/12/2020 02:27 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID Approval Step</u>	<u>Permit Status Step Status</u>	<u>Last Action Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CS-20-008	CS-RES-MECH	03753633190000	APPROVED	02/24/2020	STORIE, SUSAN	THE HEAT PUMP STORE
		INSPECTIONS	PENDING			
		INTAKE	COMPLETED			
		PLANNING DIVISION APPROVAL	APPROVED			
		BUILDING DIVISION FINAL	PENDING			
		BUILDING PLAN REVIEW	COMPLETED			
		FILE SETUP	COMPLETED			
CS-20-010	CS-RES-SFR	03073544102100	COMPLETE	03/04/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	PENDING			
CS-20-011	CS-RES-SFR	03073544100400	COMPLETE	03/04/2020	GORGE HOMES LLC	GORGE HOMES, LLC
		INTAKE	COMPLETED			
		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	COMPLETED			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
		BUILDING PLAN REVIEW	PENDING			
CS-20-012	CS-RES-SFR	03073544101700	PENDING	03/03/2020	GORGE HOMES LLC	
		INTAKE	PENDING			



Applications Status Report

Submitted 10/01/2019 through Present

Report run on: 03/12/2020 02:27 PM

<u>Application No.</u>	<u>Permit Type</u>	<u>Parcel / Tax ID</u> <u>Approval Step</u>	<u>Permit Status</u> <u>Step Status</u>	<u>Last Action</u> <u>Step Due</u>	<u>Applicant</u>	<u>Contractor</u>
CS-20-012		PUBLIC WORKS APPROVAL	PENDING			
		FILE SETUP	PENDING			
		PLANNING DIVISION APPROVAL	PENDING			
		SEWER/WATER APPROVAL - CITY	PENDING			
City of Stevenson Permits End Here		BUILDING PLAN REVIEW	PENDING			
LDS-19-08	LAND DIVISION-SEPTIC	04071500010000	COMPLETE	10/08/2019	MCKAY, JACOB D & TIFFANY	
		INTAKE	COMPLETED			
		REVIEW RECORDS	PENDING			
		EXISTING SYSTEM VERIFICATION (IF REQUIRED)	PENDING			
		FILE SETUP	COMPLETED			
		COMPLETENESS REVIEW	PENDING			
		SOIL/SITE EVALUATION (IF REQUIRED)	PENDING			
		METHOD II ANALYSIS (IF REQUIRED)	PENDING			
		RESULTS LETTER	PENDING			
LDS-19-09	LAND DIVISION-SEPTIC	02070210010200	COMPLETE	11/21/2019	CNA PROPERTY MANAGEMENT LLC	
		INTAKE	COMPLETED			
		REVIEW RECORDS	PENDING			
		EXISTING SYSTEM VERIFICATION (IF REQUIRED)	PENDING			
		FILE SETUP	COMPLETED			
		COMPLETENESS REVIEW	PENDING			
		SOIL/SITE EVALUATION (IF REQUIRED)	PENDING			



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 – February 2020
Meeting Date: March 19th, 2020

Executive Summary:

Fire Department volunteers continued to do work on the new station project. Department is starting to prep for wild fire season.

Fire Chief Rob Farris was out of service for most of the month of February with a medical issue unrelated to the Department. Assistant Fire Chief Gordy Rosander handled day to day activities and administration tasks. Chief Farris is expected to return to full service in the month of March

Overview of Items:

New Fire Hall: Ongoing

District AFG Grant: Slated to have Pre-construction conference with vendor in Stevenson during the week of the 23rd of March.

Drills/Training/Calls:

February Drills/Training – 40 Hours of volunteer training time

February Calls – 1 total

1 – Structure Fire

Action Needed: Need Council's approval to upgrade the Fire Stations Bay doors so that they Auto-closed while on a fire call for security improvements. Also included in the upgrade is a chain driver lift system for when the power goes out. This is a safety improvement.



Skamania County Sheriff's Office

Law Total Incident Report, by Agency, Nature

Agency: Skamania County Sheriff's Dept

<u>Nature of Incident</u>	<u>Total Incidents</u>
9-1-1 Phone Abuse	1
Abandon Vehicle Right of Way	2
Simple Assault	1
Animal - Barking Dog	2
Burglary Residence Unlawful En	2
Business Establishment Alarm	1
Citizen Assist	1
Citizen Dispute	6
Civil Standby	3
Criminal Mischief	1
Problems with Dogs	4
Domestic Violence	2
Fraud	3
Harrass	3
Hit & Run Accident	2
Incomplete 9-1-1 Calls	2
Information Report	1
Juvenile Problem	2
Lost Property	1
Medical Emergency	22
Mental Health Problems	2
Traffic Collision Prop Damage	1
Poss Other Cont. Substance	1
Request Traffic Enforcement	2
Structure/Building Fire	1
Attempted Suicide	1
Suspicious Person/Circumstance	1
Theft Other Property	1
Threats	1
Traffic Hazard	1
Traffic Stop	12
Trespassing	1
Unsecure Premise	1
Power/Gas/Water Problems	1
Vandalism/Mailic Misch	1
Vicious Animals	1
Wanted Person - Warrant	4
Welfare Check	5
Total Incidents for This Agency	100

Total reported: 100

Report Includes:

All dates between `00:00:00 02/02/20` and `00:00:00 03/01/20`, 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 Agency, Nature

Agency: Skamania County Sheriff's Dept

<u>Nature of Incident</u>	<u>Total Incidents</u>
False Information to Police	1
Intoxicated Person	1
Medical Emergency	2
Weapon Offense	1
Total Incidents for This Agency	5

Total reported: 5

Report Includes:

All dates between `00:00:00 02/02/20` and `00:00:00 03/01/20`, 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

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Total</u>
00.00.000	Other	1
26.50.110	VIO PROTECT ORDER	2
46.16A.140.4	Fail To Register Vehicle	1
46.20.342	DR W/LIC PRIV SUSP	12
46.20.740.2	Fail to Equip w/Interlock	1
46.30.020	Driving Without Insurance	1
46.61.195	FAIL TO STOP ARTERIAL	1
46.61.400	SPEEDING	4
46.61.502	DWI	1
9A.52.070	1ST DEG CRIM TRESPAS	1
9A.76.020	OBSTRUCT PUBL SERVAN	1

Report Totals

26

Report Includes:

All dates of issue between `00:00:00 02/01/20` and `00:00:00 03/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types



Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Total</u>
46.20.015	NVOL With I.D.	1

Report Totals		1
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Report Includes:

All dates of issue between `00:00:00 02/01/20` and `00:00:00 03/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `22`, All courts, All offense codes, All dispositions, All citation/warning types



City of Stevenson

Leana Kinley, City Administrator

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

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

To: Stevenson City Council
From: Leana Kinley, City Administrator
RE: City Administrator Staff Update
Meeting Date: March 19, 2020

Overview of items staff has been working on over the past month:

Tourism – On February 20 the Washington Tourism Alliance announced they chose Gorge as one of only five areas to receive an assessment to identify assets, evaluate potential and prioritize projects. No word yet on the timeline for the assessment in light of the current COVID-19 situation.

Chamber Events – The Chamber of Commerce notified the City they will no longer hold events such as Blues and Brews and Christmas in the Gorge. They anticipate a two-year transition period as another organization, such as the Stevenson Downtown Association (SDA), takes them over. The Chamber would like to continue to work with the city on marketing and growing the area as a tourist destination. Council may need to discuss options if the SDA does not want to hold events either. A copy of the 2020 scope of work for services the chamber provides is attached for additional information.

Waterfront Mitigation – Susan Ebben, along with County and Port staff, cut willows in Rock Creek for replanting along the waterfront. There will be a planting effort on April 1st and 2nd at the Waterfront for all those that wish to help plant additional willows.

MCEDD – The annual update of the regional project priority ranking for the areas Comprehensive Economic Development Strategy was approved, and the Stevenson Wastewater Project remains high on the list for Washington, ranking second. This improves the city's ranking when applying for competitive grants. A copy of the project list for Oregon and Washington is attached.

Permitting Module – In researching other options for tracking permits, the best option remains with BIAS. The plan to move forward with BIAS was put on hold pending a quote from the county software vendor to piggyback onto their system. The annual service fee is \$3,021 (which will be prorated for 2020) versus the over \$15,000 we were quoted for using the county's software. The plan is to implement by the end of March for improved reporting and process efficiencies.

Action Needed:

Approve moving forward with BIAS permitting software as initially planned and approved in May, 2019.

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, the most important function of the Chamber is to promote Skamania County as a tourism destination, enhance the visitor experience and increase overnight stays. The Chamber will answer visitor requests by phone, mail, e-mail and in person. Fulfillment materials will continue to be produced.
- 2) Staff the Visitor Information Center with paid employees, year-round five days a week. In addition, the center will be open seven days a week from Memorial Day through Labor Day. In 2020 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 2020 Official Washington State Visitors Guide promoting Skamania.
- 5) Maintain and advertise our toll-free phone number.
- 6) Advertise and maintain Chamber website including enhanced search engine optimization, trip itineraries and adding new images.
- 7) Organize, plan and execute Bigfoot Bash at Logtoberfest in Home Valley.
- 8) Organize, plan and execute Gorge Blues & Brews Festival, 4th of July Fireworks, Skamania County Fair Parade 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 2020 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 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 Skamania County Community Events and Recreation and 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.

2019 Chamber Project Review

- Professionally, we met the many diversified needs of our visitors seeking information
- Chamber membership reached an all-time high with 290 organizations, businesses and individuals.
- We developed and placed various ads as contracted:
 - Washington State Visitors Guide
 - Columbia River Gorge Visitors Guide Co-Op
 - The Gorge Magazine Co-Op
 - Hood River/The Dalles Visitor Guide
 - Vancouver, USA Visitor Guide
 - Bridge of the Gods Magazine
 - Wind River Publishing – guestroom directories, visitors guide
- We assisted event coordinators in various methods with promoting countywide events.
- Organized and executed a fundraising auction during Annual Dinner & Awards Ceremony in January which raised close to \$7,000 to supplement Chamber budget.
- Sponsored a full schedule of Chamber “Happy Hours” events throughout 2019.
- Organizing the 13th Annual Small Business Showcase offering all members an opportunity to host their fellow members and promote their services.
- “Chamber Break”, morning networking sessions, held once a month in the morning at various member locations.
- Social media marketing for Facebook pages promoting Skamania County, City of Stevenson and local events.
- Printed new panels for information kiosks located at Bridge of the Gods, Stevenson Landing and at the entrance to Carson.
- Created new lure brochure for the Chamber and updated inserts including Dining Guide, Accommodations Guide and Calendar of Events
- Created welcome packets for new businesses.
- Focused on membership recruitment with several cold-call outings.
- Held quarterly brown bag lunch workshop to help small businesses owners.
- Worked with Skamania County Senior Services, USFS-CRGNSA and WSDOT by soliciting Stevenson businesses to provide discount to Dog Mountain shuttle riders, incentivizing use of the shuttle rather than parking directly at the trailhead.
- Guided Wind River Business Association in the planning, organization and execution of Bigfoot Bash at Logtoberfest, held in Home Valley.
- Served as the lead party for organizing Gorge Blues & Brews Festival in Stevenson.
- Organized 4th of July fireworks display at Skamania County Fairgrounds in Stevenson.
- Staged the annual parade during the Skamania County Fair.
- Organized Fall Hike the Gorge weekend in Stevenson, with “shop local” promotion. Discounts were offered by participating Stevenson businesses to customers who show proof of their hike.
- Currently working on all details of Christmas in the Gorge activities, planned for the first weekend in December. Also implement “Shop Stevenson for Christmas” campaign.
- Produced monthly electronic newsletter “Columbia Currents”. Also produced weekly e-blast “Under Currents” highlighting member businesses and advising of current events and activities.
- Serve on Stevenson Downtown Association board of directors and Promotion committee, working on city-wide clean-up day and creating a historic walking tour of downtown.
- Please review 2019 monthly reports (presented to Skamania County monthly) to further explain the full extent of the Chamber’s vast list of deliverables and the amount of work entailed.

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

SPONSORED EVENTS

- 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.
- 4th of July Fireworks show has a direct impact on occupancy at Skamania Lodge and other Stevenson lodging properties. By providing an evening fireworks display, this holiday is more likely to entice overnight stays in Stevenson. \$6,500 is the total budget for this event, \$5,000 of which is spent on the fireworks themselves. The additional \$1,500 covers all marketing, posters, advertisements and entertainment. The Chamber manages event coordination of the fireworks, including but not limited to:
 - Print advertisement design and placement
 - Poster design, printing and distribution
 - Press release composition and distribution
 - Social media (i.e., Facebook) updates and postings
 - Scheduling live band and food vendors
 - Scheduling of pyrotechnician services
 - Organizing set up of event site – fencing, seating, bathrooms, etc.
 - Onsite attendance of event to count people, ensure execution

<i>Rank</i>	<i>Sponsor</i>	<i>Project</i>	<i>Reasoning</i>
1	Klickitat County	<p><u>Goldendale Pumped Storage Hydro</u> Project is a proposed \$2 billion pumped-hydro energy storage project. Using existing pumping infrastructure from an old aluminum smelting facility, the closed-loop system would include three variable-speed reversible pump-turbines for a total generating capacity of 1200 MW and a total pumping capacity of 1552 MW. The project would provide a range of services to the grid to support reliability and resilience in addition to specifically balancing variable wind generation. The Draft License Application for the Goldendale Pumped Storage Project was filed with the Federal Energy Regulatory Commission in December of 2019.</p>	<p>Key industry sector impact and potential to open huge economic development opportunities regionally. Techno-economic study funded through DOE.</p>
2	City of Stevenson	<p><u>Stevenson Wastewater System</u> The City of Stevenson is in need of a wastewater treatment plant upgrade. The plant is currently receiving more waste than permitted and is under an administrative order to mitigate the issue, which includes infrastructure improvements. The public portion of the project is to bring the treatment plant into compliance and to allow for future growth. It also includes upgrades to the collection system to reduce inflow and infiltration and better manage the increased capacity. Using grant/loan funds from the Department of Ecology, the City has drafted a final design for the treatment plant and collection system. They have an application in to the EDA for supplemental disaster funding that, if awarded, will fund a portion of the construction costs. They also have an application in to USDA RD to cover the matching costs to the EDA grant. The private portion of the project is for pretreatment of sewer for high-load commercial users, such as breweries, cider producers, distilleries and other industrial beverage producers.</p>	<p>Addresses key business needs and industry sector and infrastructure. Adds resiliency to the region. EDA disaster funding request.</p>
3	Port of Skamania	<p><u>Cascade Business Park Feasibility Study</u> Cascades Business Park is one of the few large remaining industrial sites in the Columbia River Gorge NSA that is within a one-hour drive of Portland. In 2019, the Port completed the infrastructure required to allow development of the 32-acre parcel. A feasibility study would identify appropriate industry sectors to market the property to. The Port will be submitting a CERB application after July 2020 for funding for the study.</p>	<p>Opens development in an otherwise severely land-constrained county.</p>
4	Port of Klickitat	<p><u>Dallesport Industrial Park (DIP) Improvement Projects</u> Cornerstone Building: Construct an approximately 20,000 sq. ft. industrial</p>	<p>Addresses opportunities for key industry sectors and particularly</p>

		building. DIP Dow Road Realignment: Move Dow Road north and bring 13 acres (lot 35) to shovel ready condition.	for DIP cornerstone building, creates the “curb appeal” to encourage development in a more economically distressed area.
5	City of White Salmon	<u>Buck Creek Water System</u> Replace 7 miles of 14-inch water line that supplies water from Buck Creek to the City of White Salmon. The line is old and needs replacement as soon as possible as it would likely collapse in an earthquake, leaving the city without water until it could be repaired.	Primary city water source. Resilience concern.
6	Columbia Gorge Regional Airport	<u>Aviation Maintenance Training Facility</u> Project would include construction of a multi-use flex space and utilities expansion in airport business park. Airport has tenant identified to use half of the flex-space for Columbia Gorge Community College’s aviation mechanic training program. The other half could be utilized as permanent or transient jet hangar rental space.	Addresses opportunities for key industry sectors and encourages/spurs development in a more economically distressed area
7	City of Goldendale	<u>Waste Water Treatment Plant Improvements</u> Project includes grit removal, solids handling system, aeration system and process configuration system improvements.	Addresses key business, industry sector, and infrastructure needs.
8	Port of Klickitat	<u>Bingen Point Projects</u> BPBP Improvement: Bring up to an additional 5 acres to shovel ready condition. Flex Building: Construct a 15,000 sq. ft. flex building at Bingen Point. Maple Street Project: Construct street and public utility improvements for targeted properties at Bingen Point Business Park.	Addresses opportunities for key industry sectors.
9	Klickitat and Skamania Counties	<u>Broadband- Klickitat and Skamania</u> Stevenson and Goldendale are in the process of developing updated Broadband Action Plans as well as leveraging existing planning efforts to address broadband needs. A variety of strategies for improving broadband access and utilization are identified from regulatory changes to investments in infrastructure. Klickitat and Skamania Counties and their communities are seeking support for implementation of these strategies to address this critical infrastructure need.	Primary CEDS focus area. Important to expand opportunities regionally.
10	City of North Bonneville	<u>City of North Bonneville Lift Station Replacement</u> The city’s current lift stations experienced issues in 2017 and continue to need constant maintenance and patching to function without the funds for complete replacement. The city raised the sewer rates in 2019, will be performing a water rate study to evaluate a reasonable water rate increase to be more competitive for grant funding possibilities.	Support for primary infrastructure in an economically distressed community. Lower on the list due to deferred maintenance issues.

DRAFT 2020 Regional Priority Rank (Oregon)

<i>Rank</i>	<i>Sponsor</i>	<i>Project</i>	<i>Reasoning</i>
1	Port of Hood River, Klickitat County, Port of Klickitat, City of Bingen, City of White Salmon	<p><u>Hood River Interstate Bridge</u> The existing bridge is nearly 90 years old, structurally obsolete and seismically deficient. A new bridge is needed to improve and ensure multi-modal transportation of people and goods across the Columbia River between the communities of Bingen and White Salmon in Washington, and Hood River in Oregon.</p>	Core transportation connection. Resilience issue. Impact to key industry sectors.
2	Hood River/ Sherman Counties	<p><u>Workforce Housing</u> Hood River: Engage in projects and feasibility analysis to develop critically needed affordable and workforce housing in the City of Hood River and Hood River County. Sherman: Sherman County has created incentives to encourage the construction of new rental housing (\$10,000 grant per unit) and the rehabilitation of existing housing (up to \$20,000 per house). The County continues to look for creative ideas that would solve the housing issues.</p>	Addressing housing constraints is the #1 overall strategy for the CEDS.
3	City of The Dalles	<p><u>Dog River Pipeline Upgrade</u> The existing Dog River pipeline, which currently transports over 50% of the City's annual water supply, was constructed in the early 20th century. The City plans to replace it with a new 24-inch diameter ductile iron pipeline to supply future municipal water demands. In the past year the City shared the scope of the project for public review for a second time and conducted further analysis of the pipeline's potential impacts based on the feedback they received. The U.S. Forest Service has also conducted an environmental assessment of the project, the results of which will be presented in June 2020 for public comment. Total estimated costs for this project are between \$9-10 million. The City has \$5 million in reserves to dedicate towards this project and plans to apply for \$4 million in additional funding from Business Oregon.</p>	Would address deteriorating infrastructure serving the region's largest city. Project supports housing, key industry sectors and water infrastructure. OWRD funds committed but the City is applying for final pieces of funding package in 2020.
4	City of Hood River	<p><u>Waterfront Storm Line Replacement</u> Relocate a storm sewer line that serves downtown, I84, and the waterfront and bring the storm drainage system into correct operation.</p>	Would address failed infrastructure. Project supports key industry sectors and wastewater infrastructure.
5	Sherman County, Wasco County	<p><u>Broadband</u> Cascadia East Interconnection: Internet provision occurs through interconnection of many networks throughout the world that meet at co-location and exchange facilities. In the Northwest, major locations are in areas threatened by the Cascadia Subduction. This would mean that the</p>	Broadband is key infrastructure need outlined in the CEDS. Regional in nature. Resilience component.

		internet was largely inaccessible in the event of a subduction event. Q-Life proposes exploration of developing an interconnection point East of the Cascades in The Dalles as well as a connection route east to the next major exchange. Sherman: Sherman County and its four cities have invested in robust connectivity within each community. The next step to improve connectivity throughout the County is to explore strategies for improving service outside of the Cities. The project would identify an approach to addressing this need in conjunction with public and private partners.	
6	Hood River County	<u>Treatment of Wastewater</u> Address processing of waste. Create additional storage to digest sludge composition. Address the Total Maximum Daily Load issues experienced by Odell Sanitary.	Infrastructure. Additional upcoming issues related to wastewater make this one a priority. Regional issue.
7	City of Cascade Locks	<u>Cascade Locks Substation</u> The City of Cascade Locks seeks to purchase the existing Bonneville Power Administration substation and expand it to provide for future power needs. The City has an application in for EDA Disaster funds and is awaiting a funding decision.	Addresses opportunities for key industry sectors. EDA disaster funding request.
8	Cities of Moro, Rufus, Wasco	<u>Backup Power/Emergency Generator Purchase and Integration for Primary Municipal Well</u> The cities of Moro, Rufus and Wasco have identified the need to install a 3-phase emergency backup generator for their primary municipal wells. A backup power source would help to ensure clean/adequate water supplies for sanitation, and fire suppression efforts during a grid down scenario. This would help to mitigate the hazards associated with grid down events, such as with a wildfire.	Safety/security/resilience.
9	Port of Cascade Locks	<u>Bridge of the Gods Maintenance</u> Complete 15 year package for maintenance and preservation of the Bridge. Provide additional bicycle/pedestrian capacity.	Core transportation mechanism. Support for economically distressed community.
10	City of Dufur	<u>Waste Water Treatment System Improvements</u> The City is currently out of compliance with their discharge permit from DEQ into 15 Mile Creek. They have completed basic engineering to expand their waste water treatment ponds and add an additional irrigation pivot that will allow them to discontinue discharge into the creek. The total project cost is estimated at \$4.3 million. The City is pursuing a combination of Water/Waste Water and USDA Rural Development funding with DEQ providing interim financing.	Support for economic growth in an area limited due to infrastructure. Rural equity issues.

CHECK REGISTER

City Of Stevenson

Time: 16:48:53 Date: 03/17/2020

MCAG #:

02/21/2020 To: 03/19/2020

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
532	03/13/2020	Claims	1	EFT	Department of Revenue	416.66	January Excise Tax Penalty & Interest
543	03/19/2020	Claims	1	EFT	Department of Revenue	3,534.44	February 2020 Taxes
458	03/03/2020	Claims	1	14253	Mary Corey	753.87	Reimbursement For BIAS Rally
459	03/03/2020	Claims	1	14254	Stellar J Corporation	24,555.60	Partial Pay #1, WWTP Immediate Improvements
460	03/03/2020	Claims	1	14255	Tribeca Transport LLC	4,255.23	Nov 2019 Statement
461	03/03/2020	Claims	1	14256	Vision Municipal Solution	1,674.35	Migrated Vision SQL To New Server
544	03/19/2020	Claims	1	14257	A&J Select	19.89	February 2020 Statement
545	03/19/2020	Claims	1	14258	Aramark Uniform Services	148.52	February 2020 Monthly Statement
546	03/19/2020	Claims	1	14259	BSK Associates	1,468.00	Water Samples; Waste Water Sampling
547	03/19/2020	Claims	1	14260	Carson Hardware	183.09	February 2020 Statement
548	03/19/2020	Claims	1	14261	CenturyLink	238.18	March 2020 - Sewer Plant - Acct # 313575114; March 2020 - Fire Dept - Acct # 313784194; March 2020 - City Hall - Acct # 313618073
549	03/19/2020	Claims	1	14262	Centurylink Comm Inc	45.17	February 2020 LD - Acct #320154272
550	03/19/2020	Claims	1	14263	Class 5	307.94	April 2020 Monthly Billing
551	03/19/2020	Claims	1	14264	Columbia Hardware, Inc.	318.97	February 2020 Statement
552	03/19/2020	Claims	1	14265	Columbia River Disposal	197.57	Feb 2020 Billing Statement
553	03/19/2020	Claims	1	14266	Consolidated Supply Co.	1,084.94	Brass Nipples For Water Plant; Meter Installation Parts
554	03/19/2020	Claims	1	14267	Correct Equipment	2,213.83	Water Meters-6; Water Pump For Water Plant
555	03/19/2020	Claims	1	14268	Crandall Arambula PC	970.00	Stevenson Downtown Plan
556	03/19/2020	Claims	1	14269	Department of Ecology-Cashiering Unit	3,030.52	FY2020 2nd Half Water; FY20 2nd Half Water Quality
557	03/19/2020	Claims	1	14270	Gregory S Cheney PLLC	2,055.00	February 2020 Court Appointed Attorney Costs
558	03/19/2020	Claims	1	14271	NAPA Auto Parts	42.67	February 2020 Statement
559	03/19/2020	Claims	1	14272	Office of State Treasurer - Cash Mgmt Di	424.15	March 2020 Remittance
560	03/19/2020	Claims	1	14273	One Call Concepts, Inc.	36.38	February 2020 Statement; February 2020 Statement
561	03/19/2020	Claims	1	14274	Optimist Printers	118.47	Bank Deposit Tickets For Stevenson Municipal Court
562	03/19/2020	Claims	1	14275	PUD No 1 of Skamania County	7,267.13	Water Treatment Plant-February 2019 Statement; Ryan Allen Rd County Well-Feb 2020 Statement; First Street Shop-February 2020 Statement; 389 Gropper Road-February 2020 Statement; Ryan Allen Rd Intake S
563	03/19/2020	Claims	1	14276	Petty Cash	204.08	February 2020 Statement
564	03/19/2020	Claims	1	14277	QCL, Inc.	137.17	Program Administration/EAP; Pre-Employment-Jonathan & Susan; Pre-Employment Drug Test-Susan
565	03/19/2020	Claims	1	14278	Radcomp Technologies	2,227.41	March 2020 - Monthly Billing; February 2020 IT Services - COS; February 2020 IT Services - WWTP
566	03/19/2020	Claims	1	14279	Ricoh USA, Inc	775.89	February 2020 Statement
567	03/19/2020	Claims	1	14280	SW Clean Air Agency	434.75	2020 Budget Assessment Share
568	03/19/2020	Claims	1	14281	Skamania County Chamber of Commerce	8,042.09	February 2020 Statement
569	03/19/2020	Claims	1	14282	Skamania County Fire District #1	3,229.75	Annual Radio Maintenance/Infrastructure Fees - 2020

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City Of Stevenson

Time: 16:48:53 Date: 03/17/2020

MCAG #:

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
570	03/19/2020	Claims	1	14283	Skamania County Pioneer	368.42	First Street Pedestrian Amenities; First Street Pedestrian Amenities
571	03/19/2020	Claims	1	14284	Skamania County Prosecutor	1,333.00	Mar 2020 Remittance
572	03/19/2020	Claims	1	14285	Skamania County Sheriff	325.00	February 2020 Incarceration Fees - 5 Days
573	03/19/2020	Claims	1	14286	Skamania County Treasurer	16,276.81	SMC Contract Mar Remittance 2020; Mar LE/CVC/CJ/LiqExcise Remit; Mar 2020 Municipal Court Agreement
574	03/19/2020	Claims	1	14287	Solutions Yes, LLC	76.47	Copy Paper
575	03/19/2020	Claims	1	14288	The Standard Steel Companies	85.60	2" Pipe For WWTP
576	03/19/2020	Claims	1	14289	Tribeca Transport LLC	11,048.94	Transport Sludge
577	03/19/2020	Claims	1	14290	US Bank Safekeeping	30.00	February 2020 Safekeeping Fees
578	03/19/2020	Claims	1	14291	US Bank	1,761.61	February 2020 Card #1 Statement; February 2020 Card #2 Statement
579	03/19/2020	Claims	1	14292	Verizon Wireless	87.72	Feb 2020 Services
580	03/19/2020	Claims	1	14293	WEX Bank	810.19	February 2020 Statement
581	03/19/2020	Claims	1	14294	Wallis Engineering, PLLC	50,634.46	Russell Avenue Improvements; WWTP & Collection System Improvements; Stevenson Development Review
582	03/19/2020	Claims	1	14295	Wave Broadband	75.00	Mar2020 Services
583	03/19/2020	Claims	1	14296	Woodrich, Kenneth B PC	2,814.00	Feb 2020 Professional Services
						34,917.60	
						3,034.18	
						8,062.44	
						14,809.40	
						368.42	
						33,478.65	
						59,786.66	
						1,681.58	
						156,138.93	Claims: 156,138.93

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)