

AGENDA
CITY OF STEVENSON COUNCIL MEETING
June 20, 2019
6:00 PM, City Hall

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) North Bonneville Building Inspector Services Interlocal Agreement** - City Administrator Leana Kinley request approval of the Interlocal Agreement with North Bonneville for Building Inspector Services. The last contract expired in 2015. The rates have been revised and the contract has been updated to reflect current practices. (p. 7)
- b) Approve Interlocal Agreement with Clark County** - Public Works Director Eric Hansen presents a 5-year renewal of the interlocal agreement with Clark County as the previous 5-year agreement expired. This is mostly for road striping services and the overhead rates have been updated. (p. 13)
- c) 533 NE Major St. ROW Permit** - Public Works Director Eric Hansen requests approval of the Type D Right of Way use permit for 533 NE Major St as outlined in the attached permit packet. (p. 17)
- d) License Agreement for Kids Camp Use** - City Administrator Leana Kinley presents the attached agreement regarding use of the City Hall basement at no charge for a Kids Camp for council review and consideration. The theme this year is Science and the space will be used for lessons and snacks from July 25-August 2nd. 3 Squares has agreed to allow the use for this event and there is no fee for participation. (p. 28)
- e) Housing Needs Assessment and Buildable Lands Inventory MOU** - Community Development Director Ben Shumaker presents the attached Memorandum of Understanding Regarding Housing Needs Assessment and Buildable Lands Inventory between the City, Skamania County and Skamania EDC for council review and approval. (p. 29)
- f) Resolution 2019-334 Authorizing Application for USDA Funding** - City Administrator Leana Kinley requests approval of Resolution 2019-334 authorizing the city to apply for

funding for the wastewater projects and authorizing the Mayor and City Administrator to sign all related documents. (p. 33)

- g) Appoint David Bennett to the Boundary Review Board** - The previous position on the Boundary Review Board was held by Mary Repar and she has since moved outside the city limits. David Bennett would like to serve on the Board and his letter of interest is attached. (p. 34)
- h) Water Adjustment** - Russell Smith (meter No. 305300) requests a water adjustment of \$445.58 for a broken pipe under their porch which they have since repaired.
- i) Approve Release of Covenant** - Community Development Director Ben Shumaker submits the attached memo and release of covenant for Chad and Sophie Miller since they changed their building permit construction from an ADU to a garage. (p. 35)
- j) Minutes** of May 16, 2019 City Council Meeting and June 3, 2019 Special City Council Meeting. (p. 39 & 50)

MOTION: To approve Consent Agenda items a-j as presented.

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

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

- a) 6:15 - Transportation Improvement Program** - Public Works Director Eric Hansen will present the updated Six-Year Transportation Improvement Program (TIP) for public input and council review. This is the second of two scheduled public hearings for the annual TIP update. (p. 53)

MOTION: To approve the Six-Year Transportation Improvement Program as presented. (or with changes as discussed).

- b) 6:30 - Water and Wastewater Utility Connection Fees** - City Administrator Leana Kinley presents ordinance 2019-1144 and resolution 2019-335 regarding water and sewer connection fees and incorporating direction from council regarding charges related to Accessory Dwelling Units. The fees have also been reviewed and recalculated resulting in a proposed 11% increase to the water connection fee and a 10% increase to the wastewater connection fee. (p. 57)

MOTION: To approve Ordinance 2019-1144 relating to and providing for water and sewer connection charges, adding a disabled citizen discount and repealing ordinance 2017-1109.

MOTION: To approve resolution 2019-335 adopting water and wastewater connection fees.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) **Skamania County Economic Development Council** - Executive Director Kari Fagerness will update City Council on recent EDC activities.

7. UNFINISHED BUSINESS:

- a) **Discuss Fire Hall** - Council will have a follow-up conversation from the June 3rd special meeting regarding the Fire Hall Project.
- b) ***Sewer Plant Update** - Public Works Director Eric Hansen will provide an update on the Stevenson Wastewater System and the Compliance Schedule. (p. 67)

8. COUNCIL BUSINESS:

- a) ***Affordable Housing Funding** - City Administrator Leana Kinley will present a draft of a Resolution for council review and discussion regarding a .1% sales tax measure for the General Election ballot as discussed at the February 21, 2019 council meeting. Joel Madsen from Columbia Housing Authority will also be present to discuss how this sales tax can be leveraged for a new sales tax credit authorized by HB 1406. Information regarding HB 1406 is attached. (p. 70)
- b) **ROW Use Appeal Stevenson Farmers' Market** - City Administrator Leana Kinley presents an appeal from the Stevenson Farmers' Market regarding the decision of the Public Works Director to require the signs be removed five days after the event each week according to SMC 17.35.145(B)(10). (p. 100)

MOTION: To approve/deny the appeal from the Stevenson Farmers' Market.

- c) **Approve No Parking on Lotz Road** - Public Works Director Eric Hansen presents ordinance 2019-1145 regarding parking prohibitions along Lotz Road for council discussion and consideration. There have been multiple accidents along this road due to the narrow width and parking within the right of way. (p. 101)

MOTION: To approve Ordinance 2019-1145 regarding parking prohibitions along Lotz Road.

- d) **Discuss Del Rey Avenue** - Council to discuss the withdrawal of the property donation by Rick and Julie May and the Del Rey Abandonment Project formed by residents and property owners along Del Rey.
- e) **Discuss Dissolution of the SBA** - The Stevenson Business Association (SBA), which is run by the Skamania Chamber of Commerce, is looking into dissolving. There is lack of

participation from businesses at meetings and events and confusion over the role of the Stevenson Downtown Association (SDA) with the SBA. There are discussions between the SBA, SDA and Chamber of Commerce over how to ensure the current activities will be managed going forward. Attached is the current contract with the Chamber which outlines the tasks performed by them on behalf of the SBA. (p. 104)

- f) Award Phone System Contract** - The City issued a Request for Proposals for the phone system in May with applications due June 12th at 10am. There were four proposals received from three vendors with Class5 providing two quotes. Staff is currently reviewing the two Class5 proposals in more detail and will have a demo of the technology before deciding which system will work best. Both proposals are included for council review. (p. 117)

MOTION: To approve the contract with Class5 for a phone system and services in the amount not to exceed \$2,250 and a three-year recurring payment not to exceed \$250 pending city attorney approval.

- g) Discuss I-1639** - Council sent a letter to the Skamania County Commissioners regarding I-1639 after the May 16th council meeting. On May 21st the Commissioners approved the attached resolution. (p. 162)

- h) Discuss Letter Supporting Title 23 Waiver** - OneGorge, on behalf of the Port of Cascade Locks, requests signatures on a letter to Congressman Walden asking for a waiver from Title 23 requirements regarding the use of toll revenues on projects that receive federal funding. A draft of the letter is attached for council consideration. (p. 165)

MOTION: To authorize the Mayor to sign on the OneGorge letter of support for the Title 23 waiver [as presented/with amendments as discussed].

- i) *Russell Avenue Right of Way Permits** - Public Works Director Eric Hansen presents the attached ROW permits regarding property, which includes awnings over the sidewalk, encroaching on city ROW for council review and approval. This is part of the Russell project and the PWD Hansen requests the application fee of \$25 be waived for each permit. (p. 166)

MOTION: To approve the ROW permits and waive the \$25 permit fee for the following properties: 62 SW Russell, 113 SW Russell, 220 SW 2nd, 66 SW Russell, 74 SW Russell, 188 SW First, and 127 SW Russell.

- i) *Leadership Team Development** - City Administrator Leana Kinley presents the attached contract with Sound Employment Solution, LLC to provide Leadership Team Development services for four months at a rate of \$2,250 per month and a final follow-up session in November at \$1,000 plus the cost of meals, travel and lodging as needed.

MOTION: To approve the contract with Sound Employment Solution, LLC for Leadership Team Development services not to exceed \$20,000. (p. 215)

- k) *Wastewater Treatment Plant Emergency Declaration** - City Administrator Leana Kinley presents resolution 2019-337 declaring an emergency for construction and installation due to National Pollutant Discharge Elimination System (NPDES) permit violations on wastewater effluent for council review and approval. (p. 220)

MOTION: To approve resolution 2019-337 declaring an emergency related to the wastewater treatment plant.

9. INFORMATION ITEMS:

- a) Sheriff's Report** - A copy of the Skamania County Sheriff's Report for May, 2019 is attached for council review. (p. 222)
- b) Municipal Court Cases Filed** - A summary of Stevenson Municipal Court cases recently filed is attached for Council's review. (p. 227)
- c) Chamber of Commerce Activities** - The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in May, 2019. (p. 228)
- d) Fire Department Report** - The attached report describes some of the activities conducted by the Stevenson Fire Department in May, 2019. (p. 230)
- e) Planning Commission Minutes** - Minutes are attached from the 5/13/19 Planning Commission Meeting. (p. 231)
- f) *Building Permits Issued** - Active in Stevenson: 21 SFRs (6 close to being finalized), 3 garages, 1 active triplex, 4 vacation cabins, 1 tasting room at LDB (finalized 6/19). On the Horizon in Stevenson: 1 triplex and 1 townhouse on Vancouver (Cox's old lot), multifamily on Storie property, meeting to discuss future development at Skamania Lodge, and multi-structure development on former county property. Active in NB: 1 townhome, 2 SFRs, 1 Public Storage Facility expansion (Pac-Rat), 1 large plumbing remodel for Addiction Recovery Network. On the Horizon in NB is 1 brewery/restaurant already okayed by Planning and DOE.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

- a)** Eric Hansen, Public Works Director
- b)** Ben Shumaker, Community Development Director
- c)** *Leana Kinley, City Administrator (p. 234)

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

- a) *May 2019 payroll & June 2019 A/P checks have been audited and are presented for approval. May payroll checks 13527 thru 13535 total \$99,164.91 which includes one EFTPS and five ACH payments. A/P Checks 13536 thru 13597 total \$239,006.87 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. No investment activity in May 2019. (p. 238)

12. MAYOR AND COUNCIL REPORTS:

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

14. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- June 21-22, Blues and Brews at the Skamania Fairgrounds
- June 25, EDC Pub Talk at Sublime Balance Taproom (LDB) 5:30-7:30pm
- June 29, Dash and Splash at the Stevenson Community Pool 1:00-4:00pm
- July 4, City offices closed

**INTERLOCAL AGREEMENT FOR BUILDING INSPECTION
AND PLAN REVIEW SERVICES BETWEEN THE CITY OF
STEVENSON AND THE CITY OF NORTH BONNEVILLE FOR 2019/2020**

THIS AGREEMENT is entered into between the City of Stevenson (Stevenson) and the City of North Bonneville (Bonneville) for the purposes hereinafter mentioned.

WHEREAS, North Bonneville desires to contract with Stevenson to provide a building inspector responsible for the review of plans, issuance of building permits and inspection of construction, and

WHEREAS, Stevenson, by and through, its building department, wishes to provide a building inspector capable of providing building plan review, issue building permits, and inspect construction, and

WHEREAS, such contracts are authorized by the provisions of RCW 39.34.010 et seq.,

NOW, THEREFORE, in consideration of the terms and conditions set forth below it is agreed as follows:

1. Stevenson shall provide the services of a building inspector to perform the following building inspection services:
 - a. Building Inspection: Inspections to enforce the International Building Code (2012 Edition), International Residential Code (2012 Edition), International Mechanical Code, (2012 Edition), 2012 Uniform Plumbing Code, International Fire Code (2012 Edition), 2012 Edition of the Washington State Energy Code, the 2012 International Fuel Gas Code and relevant sections of the City of North Bonneville Ordinances or such other ordinances adopted during the term of this agreement for building, plumbing, mechanical, ventilation and air quality, grading and energy
 - b. Plan Review: Examine submitted drawings for compliance with all relevant codes. Interface with architects, engineers, designers, builders, subcontractors, and owners via written correspondence, telephone, office and site conferences.
 - c. Consultation: Provide interpretations for the building and related codes to applicants permit holders, contractors and city staff. Provide advice and direction at pre-application meetings for contractor, realtors, architects, engineers and prospective property purchasers. Assist city staff with site evaluations and recommendations relative to proposals for plats and subdivisions. Advise city staff on codes and code enforcement laws relative to the procedures and format. Provide expert testimony for legal proceedings when requested by North Bonneville.
 - d. Administration/Coordination: Provide all master forms for building, plumbing, mechanical permit application, code handouts for plan review and other related code information. Evaluate and make recommendations for updating fee schedules. Recommend and assist in code update for compliance

with state requirements. Assist the North Bonneville Public Works Director and staff with code enforcement relative to building violations issues.

- e. Outside Plan Reviews: In the event an applicant submits plans for a large and complicated building project outside the expertise of the Building Inspector, the Building Inspector may notify North Bonneville that an engineer or other appropriate agent may be needed to complete plan review.
2. Stevenson's Building Inspector shall be designated as the Building Inspector for North Bonneville. These services shall be provided under the schedule and terms set forth below. All permits, applications, records, data and forms will remain with and are the property of North Bonneville. While providing these services, the Building Inspector shall be under the direction and supervision of the Mayor of North Bonneville and should report to the Mayor or his designee.
3. Compensation paid for the services provided by the Stevenson Building Inspector shall be based on the fee schedule set forth below. Payment shall be made monthly. Stevenson will bill North Bonneville monthly within ten days after the end of the month. Payment by North Bonneville will be due within thirty (30) days of receipt of the bill. The Building Inspector shall at all times be an employee of the City of Stevenson and shall not be an employee of the City of North Bonneville. The Fee Schedule set forth below shall be a fully-loaded rate and the City of Stevenson shall pay all Building Inspectors' employment taxes, benefits and employment-related liabilities.

FEE SCHEDULE

a. Regular Compensation	\$58.00/hour
Vehicle Compensation	\$14.00/trip
b. Telephone Consultation, billed @ 15 min. blocks (Only if reported on telephone log report)	\$58.00/hour
c. Additional hours of work requested outside normal work day or emergency call out (OT)	\$65.72/hour
Vehicle Compensation	\$14.00/trip

4. Request and reports between the two cities shall be communicated between the Mayor of North Bonneville and Mayor of Stevenson or their designees at their respective addresses:

To Stevenson:

Building Inspector
PO Box 371
Stevenson, WA 98648

To North Bonneville:

Building Inspector
PO Box 7
North Bonneville, WA 98639

5. The duration of this agreement shall be for two (2) years with the exception of any adjustment to the fee schedule for fiscal year 2020 that shall be made prior to January 31, 2020 by written notice to the City of North Bonneville by the City of Stevenson.

This agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect thereafter until December 31, 2020 or unless terminated by one of the parties. This agreement is subject to termination at the discretion of either party upon sixty (60) days written notice, mailed by certified mail by either City to the other. Termination shall not release any party from liability or obligation with respect to any matter rising under this Agreement occurring prior to the effective date of said termination.

6. (a) In agreeing to provide a Building Inspector's services to North Bonneville, Stevenson makes no guarantee or warranty as to the services to be provided.
(b) The City of North Bonneville agrees to indemnify, hold harmless, and defend the City of Stevenson, its agents and employees, from and against any and all claims, losses, or actions for any sort, including reasonable attorney's fees and costs, that are caused by, occasioned by, or arise from any negligent act, error or omissions of the Building Inspector and elected and appointed inspectors, officers, agents, or employees acting pursuant to the Building Inspector's direction, while the Building Inspector is performing services for the City of North Bonneville.
(c) The City of Stevenson agrees to indemnify, hold harmless and defend the City of North Bonneville, its agents and employees, from and against any and all claims, losses, or actions of any sort, including reasonable attorney's fees and costs, that are caused by, occasioned by, or arise from any negligent act, error, or omissions of the Building Inspector and elected and appointed inspectors, officers, agents, or employees acting pursuant to the Building Inspector's direction, while the Building Inspector is performing services for the City of Stevenson.
(d) Both parties further agree, and have specifically negotiated, to waive their immunity under the State Industrial Insurance Act (RCW Title 51) to indemnify and hold each other harmless from any claims made against their respective employees, agents, contractors, subcontractors or other representatives.

7. Insurance.

A. Minimum Scope of Insurance

Both parties' required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 0509 or an equivalent endorsement. There shall be no exclusion for

liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Workers' Compensation (Stevenson Only) coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
9. This Agreement shall be administered by the Stevenson City Administrator; the City of North Bonneville shall create and maintain a budget for the implementation of the Agreement; and the parties respective mayors shall determine the manner of acquiring, holding, or disposing of any property which may be acquired pursuant to this Agreement.
10. Stevenson covenants that it is an equal opportunity employer.
11. In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.
12. No changes or modifications to this contract shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.
13. If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees at trial and on appeal.
14. This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

15. This contract shall be governed by and construed under the laws of the State Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.
16. Copies of this contract shall be filed with the North Bonneville City Clerk, the Stevenson City Clerk and the Skamania County Auditor.
17. Representation. By signing below, both parties acknowledge Kenneth B. Woodrich, Attorney at Law, represents both parties in this matter, and that he is acting only as a scrivener herein. For advice concerning rights and responsibilities herein, both parties are advised to seek independent counsel, and In the event of any dispute concerning this agreement the parties understand Kenneth B. Woodrich will withdraw from representation of either party.
18. Interlocal Agreement. This is an Interlocal Agreement and the following information is provided in furtherance thereof:
 - a. Duration. The duration shall be for the period stated in paragraph 5 above, or as otherwise agreed to by the parties pursuant to this Agreement.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is set forth in paragraph 1, above.
 - d. Manner of Financing. The Cities intends to finance this agreement through the appropriate fund as determined by the City Administrator.
 - e. Termination of Agreement. The parties shall have no right to terminate this agreement except as provided in paragraph 5, above.
 - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
 - g. Selection of Administrator. The (choose one:) City Administrator of the City of Stevenson shall be the Administrator for this Interlocal Agreement.
 - h. Manner of Acquiring Property. This Agreement will not directly result in the acquisition of any additional property.

CITY OF STEVENSON
a municipal corporation,

By: _____
Scott Anderson, Mayor

Date: _____

ATTEST:

Clerk of the City of Stevenson

Date: _____

CITY OF NORTH BONNEVILLE
a municipal corporation,

By: _____
Brian Sabo, Mayor

Date _____

ATTEST:

Clerk of the City of North Bonneville

Date _____

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE CITY OF STEVENSON**

This agreement is entered into between Clark County (Clark) and the City of Stevenson (Stevenson) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is for Clark to provide Administrative or Engineering Services, Construction, and Maintenance services to Stevenson, and for Stevenson to provide Administrative or Engineering Services, Construction, and Maintenance services to Clark.

II. SERVICES

Clark and Stevenson shall provide labor, equipment, and materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the other county/city and to the extent that the county/city providing the service has labor, equipment, and materials available for said service. An authorized signature from the requesting and providing departments in each respective county/city shall request and approve specific services during a calendar year in writing. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount of the services. The total of all services provided from one county/city to the other shall not exceed \$10,000.00 per calendar year for five (5) years. Clark County's overhead rate for 2019 shall be 16.99 percent. The City of Stevenson's overhead rate for 2019 shall be 10.00 percent. These overhead rates are subject to change over the life of the agreement.

III. COMPENSATION

Clark and Stevenson agree to compensate each other's agencies actual cost for services rendered including overhead costs.

IV. ADMINISTRATION

This agreement will be administered by Clark County. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each party accepts responsibility for compliance with federal, state, or local laws and regulations.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of Clark are and will remain employees of the Clark. Employees of Stevenson are and will remain employees of Stevenson.

VI. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this contract.

VII. AMENDMENT

Clark and Stevenson may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Clark and Stevenson.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. The venue for any dispute related to this Agreement shall be in the City of Stevenson if the services are received in the City of Stevenson or in Clark County if the services are received in Clark County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

X. TERMINATION CLAUSE

This agreement shall continue until cancelled in writing by either party. Either party may terminate this agreement by delivering notice of termination to the other party at least ninety (90) days in advance. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Clark in furtherance of this agreement shall remain the property of Clark and all property purchased by Stevenson in furtherance of this agreement shall remain the property of Stevenson. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Clark and Stevenson will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

XIII. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

XIV. TERM

This agreement will take effect upon executed, and will remain in effect for five (5) years, unless terminated as provided herein. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

CLARK COUNTY BOARD OF COMMISSIONERS

**CITY OF STEVENSON,
A MUNICIPAL CORPORATION**

Tom Mielke, Chair

Scott Anderson, Mayor

David Madore, Commissioner

Edward Barnes, Commissioner

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CHRIS HORNE, Prosecuting Attorney

Ken Woodrich, City Attorney



City of Stevenson
Public Works Department

No. 19-26

(509)427-5970

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 03-75-36-2-3-1300-00

Address: 533 NE Major Street, Stevenson, WA 98648

Findings:

- A Survey of the above mentioned tax parcel, prepared by Wyeast Survey, for the Kilner/Risjord Boundary Line Adjustment, located at 533 NE Major Street, identified a building encroachment over the City of Stevenson Right of Way line (Attachment A).
- Neither Combs, Christopher S. & Ginny A., nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a road with buried and above ground utilities.
- The structure was originally constructed in 1965 before the City established a building department with the authority to review and inspect new construction.
- This residence provides housing to residents of the City of Stevenson
- The City finds that the benefits derived from this residence exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

**TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Combs, Christopher S. & Ginny A
its successors and assigns**

To: Continue the building encroachment of a portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Combs, Christopher S. & Ginny A (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Combs, Christopher S. & Ginny A

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work; character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.



City of Stevenson

Public Works Department

PERMIT NUMBER: 19-26

Date Received: 6-3-19

Amount Paid: \$ 25.00

USE OF RIGHT OF WAY APPLICATION

PERMITTEE / PROPERTY OWNER INFORMATION

Name: Chris Combs Email: escombs22@outlook.com

Address: 533 NE Major St City: Stevenson State: WA Zip: 98648

Phone: 360-220-4755 Cell Phone: same

CONTRACTOR INFORMATION

Company Name: Invision II LLC Email: Youcaninvision@gmail.com

Contact Person: David Bennett Contact Phone: 503-720-8779

Address: PO Box 998 City: Stevenson State: WA Zip: 98648

WA Contractor's Registration No: INVISIL929CE Stevenson Business License: YesX NO

PROJECT NAME Garage conversion TAX PARCEL #: 03753623130000

PROJECT ADDRESS 533 NE Major St Stevenson, WA 98648 (Nearest cross streets if address is not assigned)

PROJECT DESCRIPTION: Changing out windows and doors for the conversion of a garage to a work studio for the Home owner. All work is to be completed within the current footprint and elevation of the building

Form with checkboxes for Type of Application: Utility Installation, Utility Connection, Utility Maintenance, Use of right-of-way, Emergency, Street Closure, Landscaping, Frontage Improvements, Drainage Improvement, Special Event, Oversize/Weight. Includes a text field for 'Other'.

START DATE upon approval DURATION forever END DATE none-

CONNECT TO OTHER PERMITS no PERMIT TYPE: A B C D

INDEMNIFY AND HOLD HARMLESS: The Permittee agrees to indemnify and hold harmless the City of Stevenson as provided herein to the maximum extent possible under law.

LEGAL DESCRIPTION

A tract of land located in the Henry Shepard D.L.C., in Section 36, Township 3 North, Range 7 1/2 East of the Willamette Meridian, in the City of Stevenson, County of Skamania and State of Washington being more particularly described as follows:

Beginning at a point on the easterly line of Lot 3, Block 6, SECOND ADDITION TO HILL CREST ACRE TRACTS that bears South 20°11'22" East, a distance of 98.82 feet from an iron rod found by survey, the record of which is recorded as AFN 201500164, Records of Skamania County, Washington, at the northeast corner of said Lot 3; Said point being at the intersection of said easterly line with the exterior wall line of an existing residence; thence along said exterior wall line, South 89°09'22" East, a distance of 13.18 feet; thence South 00°50'38" West, a distance of 22.15 feet; thence North 89°09'22" West, a distance of 4.67 feet to the easterly line of Lot 2 of said Block 6; thence along said easterly line, and along the easterly line of said Lot 3, North 20°11'22" West, a distance of 23.73 feet to the point of beginning.

When recorded return to:

Mr. and Mrs. Christopher S Combs
1905 N 9th Street
Washougal, WA 98671

Filed for Record at Request of
Columbia Gorge Title
Escrow Number: S15-0232JA

Statutory Warranty Deed

THE GRANTOR Kerry B. Kilner, an unmarried woman and Roderick A. Kilner, an unmarried man for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to THE GRANTEE Christopher S. Combs and Ginny A. Combs, husband and wife the following described real estate, situated in the County of Skamania, State of Washington

Abbreviated Legal: Lots 1&2 Blk 6 2nd ADDN TO HILL CREST BK a/Pg 100

Skamania County Assessor
For Full Legal See Attached Exhibit "A" Date 8/1/15 Parcel# 3-75-36-2-3-1300
3-75-36-2-3-1390
Tax Parcel Number(s): 03-75-36-2-3-1300-00, 03-75-36-2-3-1390-00 8/15

SUBJECT TO SPECIAL EXCEPTIONS 9,10,11,12,13,14,15,16,17,18,25 OF THE PRELIMINARY TITLE REPORT DATED July 16, 2015 FILE NUMBER S15-0232KM. A COPY OF WHICH WAS PROVIDED TO THE GRANTOR AND GRANTEE HEREIN NAMED.

Dated 08.11.2015

[Signature]
Kerry B Kilner

Roderick A Kilner by [Signature]
Roderick A Kilner Notary Public - WA

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
3148
AUG 11 2015

STATE OF Washington
COUNTY OF Skamania) SS:

PAID 24,917.50
[Signature]
SKAMANIA COUNTY TREASURER

I certify that I know or have satisfactory evidence that KERRY B. KILNER

is the person who appeared before me, and said person acknowledged that She signed this instrument and acknowledge it to be Her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 11, 2015 [Signature]

Julie A. Andersen
Notary Public in and for the State of Washington
Residing at Carson, Washington
My appointment expires: June 17, 2018



EXHIBIT A

PARCEL I

Lot 1, Block 6, SECOND ADDITION TO HILL CREST ACRE TRACTS, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 100, in the County of Skamania, State of Washington.

Also that portion of Lot 7, Block 6, SECOND ADDITION TO HILL CREST ACRE TRACTS, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 100, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of Lot 1 aforesaid, said point being on the North line of said Lot 7; thence South 25 feet; thence West to the Westerly line of said Lot 7; thence in a Northerly direction following said Westerly line to the Northwest corner of said Lot 7; thence East to the Point of Beginning.

PARCEL II

Lot 2, Block 6 SECOND ADDITION TO HILL CREST ACRE TRACTS, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 100, in the County of Skamania, State of Washington.

TOGETHER WITH that portion of Lot 3, Block 6 as described in Deed recorded July 21, 2015 Skamania County Auditor Number 2015001480, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 3; thence along the South line of said lot, North 89° 08' 20" West, a distance of 13.35 feet to a ½ inch iron rod with yellow plastic cap marked "WYEAST PLS 29288"; thence North 23° 48' 51" East, a distance of 4.00 feet to a similar iron rod; thence South 89° 20' 16" East a distance of 10.36 feet to a similar iron rod on the East line of said Lot 3; thence along said East line, South 20° 11' 22" East, a distance of 3.98 feet to the point of beginning.

Skamania County Assessor
Date 8/1/15 Parcel# 3-75-36-2-3-1300
3-75-36-2-3-1390
YM

Attorney in Fact
ACKNOWLEDGEMENT
ATTORNEY-IN-FACT

STATE OF Washington

COUNTY OF Skamania

Before me, a Notary Public of said State and County aforesaid, personally appeared Kerry B. Kilner, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Roderick A. Kilner, as Attorney-In-Fact, and acknowledged that (s)he executed the same as the free act and deed of the said Statutory Warranty Deed.

Witness my hand and seal, this 11 day of Aug, 2015

Julie A. Andersen

NOTARY PUBLIC
Carson, Washington

MY COMMISSION EXPIRES: June 17, 2018



STORAGE AND USE LICENSE AGREEMENT

PARTIES:

CITY OF STEVENSON as owner (**The City**) a Washington Municipal Corporation, and **LIVING FAITH CHURCH** (“**LICENSEE**”) a 501(c)(3) non-profit.

RECITALS:

LICENSEE wishes to lease the space temporarily for lessons and activities related to their summer Kids Camp. The space is a 375 sq ft area of the basement of Stevenson City Hall, located at 7121 E. Loop Rd. The City is willing to permit LICENSEE to utilize this space for the purpose of a Kids Camp under the terms and conditions set forth below.

AGREEMENT:

The City hereby grants LICENSEE a non-exclusive LICENSE for lessons and activities related to their summer Kids Camp. The LICENSEE provides services for the poor and infirm and as such this contribution is excluded from the Washington State Constitution’s prohibition in Article VIII, section 7 against gifts of public funds. For consideration for this LICENSE, there shall be no fee LICENSEE. Any cost the City may incur (including the City’s labor costs) clearing the space shall be paid by LICENSEE.

LICENSEE agrees that for any period the space is in LICENSEE’s possession, LICENSEE shall maintain the space in the condition LICENSEE received it. LICENSEE shall refrain from storing any hazardous materials.

LICENSEE shall, at its sole expense maintain at all times public liability and property damage insurance with limits of not less than \$2 million general aggregate, \$2 million products composition aggregate, and personal injury of \$1,000,000 per occurrence, which insurance shall protect the City, and to deposit evidence of same with the City. The evidence of insurance deposited with the City shall name the City as an additional insured.

LICENSEE shall indemnify and defend (with counsel acceptable to the City) the City, its employees, agents, representatives, and elected officials against any claims, actions, injuries or damages that LICENSEE or its agents, employees, permittees, invitees or trespassers may incur or bring due to LICENSEE’s use or possession of the space. LICENSEE releases the City from all liability for any activities, claims, injuries or harm caused by the LICENSEE’s presence on the City’s premises or the equipment and parts that are being stored in this space and for any individual accessing the space on behalf of the LICENSEE.

LICENSEE recognizes that this space is shared with the City and that City employees may access this space at any time.

In the event of a dispute over this agreement resulting in litigation, the prevailing party shall be entitled to its costs, attorney fees and expert witness fees at arbitration, trial and on appeal.

Dated this ____ day of _____, 2019.

LIVING FAITH CHURCH, a 501(c)(3) non-profit

a Washington Municipal Corporation

By: _____

By Scott Anderson, Mayor

CITY OF STEVENSON

**MEMORANDUM OF UNDERSTANDING REGARDING
HOUSING NEEDS ASSESSMENT AND BUILDABLE LANDS INVENTORY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this 30th day of June, 2019, by and between **Skamania County**, (“County”), **the City of Stevenson** (“City”), and **Skamania EDC** (“EDC”).

RECITALS

A. The EDC has identified a housing needs assessment and buildable lands inventory as top priorities in its 2018 Strategic Plan.

B. Both the County and the City agree to the importance of completing a housing needs assessment and buildable lands inventory to further our economic development goals and guide the County and City as they plan infrastructure projects and comprehensive plan and zoning code updates.

C. The parties have reviewed the proposed contract outlining the phases of the project and associated deliverables as well as costs associated with each phase.

D. The parties wish to provide a Memorandum of Understanding regarding overall support for this project including financial contribution by each party.

NOW, THEREFORE, in support of the foregoing premises of this MOU and the agreements of the parties set forth herein, the parties hereby agree as follows.

1. PURPOSE.

1.1 Agreement. The parties agree that the housing needs assessment and buildable lands inventory is a crucial investment in our community to better understand existing and future needs and that the proposal and scope of work are complete with deliverables and outcomes that the parties accept.

1.2 Negotiate. The parties agree to negotiate in good faith an equitable distribution of the costs for completing the housing needs assessment and buildable lands inventory based on the contract provisions and deliverables outlined in the proposal from FCS GROUP and the Work Scope prepared on June ____, 2019.

1.3 Duration. The parties agree that the duration of the project will be approximately 6 months based on the timeline set forth in the scope of work and the MOU is valid until all phases of the project are complete and the contract work is finished.

2. MISCELLANEOUS PROVISIONS.

2.1 Authority. Each person executing this MOU on behalf of a party represents and warrants that such person has the authority to enter into this MOU on the terms and conditions contained herein.

2.2 Notices. Any notices, demands, or other communications to be given hereunder must be in writing and must be delivered personally or sent by first-class U.S. mail, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as any party may hereinafter or from time to time designate by written notice to the other parties given accordance herewith. Notice will be considered given when personally delivered or mailed and will be considered received by the party to whom it is addressed on the third day after such notice is given.

Notices to County: _____

Notices to City: _____

Notices to EDC: _____

2.3 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this MOU.

2.4 Confidentiality/No Recordation. This MOU, any portion of this document, or any other document referencing these terms shall not be recorded in the real property records in the State of Washington. The parties shall keep the terms of this MOU confidential between themselves and shall not comment to any third-party regarding the potential for future negotiation between these parties except as otherwise required under the OPMA.

2.5 Entire Agreement. This MOU constitutes the entire agreement between the parties and cannot be changed or modified, other than in a writing executed by all parties hereto. There are no other agreements, oral or written, with respect to the subject matter hereof, except as expressed herein.

2.6 Interpretation and Governing Law. This MOU shall be governed by the laws of the State of Washington.

2.7 Time of the Essence. Time is of the essence of this MOU and of every provision hereof.

2.8 Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument.

2.9 Representation. The parties agree that any interpretation of the language contained herein shall not be construed against the drafter.

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**CITY OF STEVENSON
RESOLUTION NO. 2019-334**

**A RESOLUTION OF THE CITY OF STEVENSON AGREEING TO APPLY FOR
FINANCIAL ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT**

WHEREAS, the City Council of the City of Stevenson (“City”) approved an amendment to their approved General Sewer Plan and Wastewater Facility Plan (“Plan”) on February 21, 2019; and

WHEREAS, the Plan outlines significant capital improvements that are required; and

WHEREAS, the City does not have the financial capital to finance the improvements;
and

WHEREAS, the City Council has determined that it is in the best interest of the city to finance the improvement projects through all available means including the United States Department of Agriculture (USDA), Rural Development program; and

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, hereby agrees to apply for financial assistance with the USDA, Rural Development to finance the Stevenson Wastewater Projects.

Be it further resolved that the City Council of the City of Stevenson, Washington authorizes the Mayor and City Administrator to sign all documents relating to the USDA Rural Development loan and/or grant.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 20th day of June, 2019.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

David Bennett
PO Box 998 Stevenson, WA 98648
503-720-8779

June 18, 2019

To: Leana Kinley
Re: Boundary Review Board

Good morning;

You asked if I would consider an appointment to the Boundary Review Board.

I would be interested in being part of the process.

Experience:

- North Bonneville Planning for 6 years
- Steering Committee for the Stevenson Comp Plan
- Committee for Affordable Housing a few years back
- Skamania Chamber board member
- Years in construction that included annexation processes, subdivision development, boundary line adjustments, easements.....

Sincerely:

David Bennett



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker, Community Development Director
DATE: June 20th, 2019
SUBJECT: BLD2018-091 Miller Garage—ADU Release

Issue

In late 2018, Chad and Sophie Miller submitted an application for a building permit to construct an Accessory Dwelling Unit (ADU) attached to their existing home. The Millers complied with SMC 17.40.040(D) and recorded a deed covenant using the City's standard form.

In early 2019, the Millers experienced complications obtaining Skamania County Environmental Health Department approval for the additional load the ADU was expected to add to their septic system. They have since modified their application to request construction of a garage and elimination of the ADU. As a result compliance with SMC 17.40.040(D) is not necessary.

To resolve this issue, staff consulted with the City Attorney, who prepared the draft "Release of Covenant" form for approval by the City and the Millers. As this release is considered a conveyance of an interest in real property, it requires City Council approval.

Request

Staff requests ratification of the attached "Release of Covenant" as signed by the Mayor. This release will clear any potential future confusion regarding the covenant's requirements related to an ADU that never actually existed. The "Release of Covenant" has been

Next Steps

If approved, the "Release of Covenant" will be recorded with the County Auditor at the City's expense.

Prepared by,

Ben Shumaker

Attachment

- Signed "Release of Covenant"

After Recording Mail To:

**City of Stevenson
PO Box 371
Stevenson, WA 98648**


RELEASE OF COVENANT

City of Stevenson, covenantee of that certain covenant from **Chad William Miller and Sophie A. Miller, Husband and Wife**, as covenantor, recorded May 2, 2019 and recorded as AFN#2019000653 does hereby release the referenced covenant. The covenant agreed that certain land which he/she/they own and which is hereinafter described shall be subject to the conditions herein set forth therein, relating to the placement of an Accessory Dwelling Unity ("ADU") on the property. The covenant is being released because the property owners are unable to secure septic permitting to place an ADU on the property.

That Chad William Miller and Sophie A. Miller, Husband and Wife, property owner, hereby acknowledge that the property is not permitted for an ADU placement without seeking a new ADU permit and fully complying with its requirements. The land subject to the covenant is described as:

Full Legal Description: A tract of land located in Lot 12 of Stevenson Park Addition, according to the official plat thereof as more fully described in Exhibit 'A'
Tax Parcel Number: **03-07-36-1-4-1600**
Address: **450 NW Frank Johns Road**


Covenantee:
City of Stevenson:



By Scott Anderson, its Mayor

Date May 31, 2019

Approved as to form:



Ken Woodrich, City Attorney

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Scott Anderson signed this instrument as Mayor of the City of Stevenson and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 31st day of May, 2019.

Mary E. Corey
Notary's Signature

My appointment expires: 9-19-2022



Covenantor:

Chad William Miller 6/3/2019
Chad William Miller Date

Sophie A. Miller 6/3/19
Sophie A. Miller Date

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Chad William Miller Sophie A. Miller signed this instrument and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 3rd day of June, 2019.

Mary E. Corey
Notary's Signature

My appointment expires: 9-19-2022



EXHIBIT 'A'

A tract of land located in Lot 12 of Stevenson Park Addition, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, more particularly described as follows:

Beginning at a point marking the intersection of the Westerly right of way line of the county road known and designated as Strawberry Road with the center line of the County road known and designated as Frank Johns Road; thence following the center line of the said Frank Johns Road North 42° 44' West 189.13 feet; thence North 17° 44' West 159.87 feet; thence North 19° 18' West 21.3 feet to the initial point of the tract hereby described; thence North 19°18' West 125 feet; thence North 76° 40' East to the intersection with an unnamed creek and the Northeasterly line of the said Lot 12; thence following the Easterly line of the said Lot 12 in a Southeasterly direction to a point North 76° 40' East of the initial point; thence South 76°40' West to the initial point.

EXCEPT right of way for said Frank Johns Road.

MINUTES
CITY OF STEVENSON COUNCIL MEETING
May 16, 2019
6:00 PM, City Hall

1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor Scott Anderson called the meeting to order at 6:03 pm, led the group in reciting the pledge of allegiance and conducted roll call.

PRESENT

Councilmember Robert Muth
Councilmember Amy Weissfeld
Councilmember Paul Hendricks
Councilmember Jenny Taylor
Councilmember Matthew Knudsen

2. CHANGES TO THE AGENDA: None

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

- a) **Special Occasion Liquor License Applications** - Skamania County Fair Board at the Fairgrounds July 25-27th for Gorgegrass and the Stevenson Volunteer Firefighters Association at the Port of Skamania June 1st from 5-9pm for Fire Fest.
- b) ***Special Occasion Liquor License Application** - American Legion Auxiliary at the Skamania Fairgrounds on August 14-17th for the beer garden at the county fair.
- c) **Liquor License Renewals** - The Kellogg Group, LLC (Clark and Lewie's), Dudley, LLC (Big T's Grill)
- d) **Minutes** of April 18, 2019 City Council Meeting.

MOTION: To approve Consent Agenda items a-d.

Motion made by Councilmember Muth, Seconded by Councilmember Taylor.
Voting Yea: Councilmember Muth, Councilmember Weissfeld, Councilmember Hendricks, Councilmember Taylor, Councilmember Knudsen

4. PUBLIC COMMENTS: None

5. PUBLIC HEARINGS:

- a) **6:15 - Single Family Residences in C1 Moratorium** - Mayor Anderson opened the public hearing at 6:18 p.m. City Administrator Leana Kinley presented Resolution 2019-333 regarding adoption of the Findings of Fact to support Ordinance 2019-1143 and

Ordinance 2019-1143 extending a moratorium on construction of new single-family residences in the C1 zone for public comment and council consideration.

Kinley noted the moratorium expires on June 6, 2019. The downtown plan will not be finished within that time frame. The McCloskey's have since filed a permit for a multi-family unit that does meet the zoning conditions. The moratorium can be extended twice, but there was some question about extending it for a year. Councilmember Muth inquired about extending the moratorium to include pre-fabricated or kit housing. Ben Shumaker, Community Development Director explained those are already covered under existing code regarding single family housing. Shumaker then suggested action be tabled until he could research what a year long moratorium involves, as it was thought that an extension of that duration would require a work plan to be in place.

Mayor Anderson suspended the public hearing at 6:27 in order to allow more information to be provided regarding a longer moratorium extension. Councilmember Weissfeld withdrew her motion regarding approval of Resolution 2019-333 and her second regarding the approval of Ordinance 2019-1143. Councilmember Knudsen withdrew his motion regarding approval of Ordinance 2019-1143.

At 7:56 p.m. Mayor Anderson re-opened the public hearing on Resolution 2019-333 and Ordinance 2019-1143. Ben Shumaker, Community Development Director provided information on the legal requirements needed for an extension of a moratorium. Councilmember Muth pointed out the year 2019 needed to be added after point #5.

MOTION: To approve Resolution 2019-333 adopting the Findings of Fact to support Ordinance 2019-1143.

Made by Councilmember Weissfeld, with a second by Councilmember Knudsen.
Voting Yea: Councilmembers Hendricks, Knudsen, Weissfeld.
Voting Nay: Councilmembers Taylor and Muth.

MOTION: To approve Ordinance 2019-1143 extending a moratorium on construction of new single-family residences in the C1 zone.

Made by Councilmember Knudsen, with a second by Councilmember Weissfeld.
Voting Yea: Councilmember Hendricks, Knudsen, Weissfeld.
Voting Nay: Councilmembers Taylor and Muth.
Mayor Anderson closed the public hearing at 7:57 p.m.

- b) 6:30 - Detached Accessory Dwelling Units (ADUs) and Utility Fees** - Mayor Anderson opened the public hearing at 6:35 p.m. City Community Development Director Ben Shumaker presented to council Ordinance 2019-1141 for council consideration regarding allowing detached ADUs in residential zones for consideration. He also presented a memo regarding how water and sewer utilities associated with ADUs should be applied.

Shumaker directed council members to documents in front of them regarding the proposal to amend zoning codes to allow detached ADUs. He detailed the work the Planning Commission did in order to arrive at their recommendations. Shumaker noted the memo refers to community input obtained at workshops held for the purpose of gathering ideas and opinions from local residents and wanted the council to understand the reason for the Planning Commission's decisions.

A number of questions were asked by Council regarding the Commission's recommendations. Shumaker clarified what defined an ADU. He noted the Commission adopted Skamania County's requirement that ADU's be no larger than 800 sq. ft. They are to match the style of the surrounding area in order to maintain neighborhood characteristics. Setbacks are the same as existing residences.

ADU's will be allowed to be used as permanent residences or vacation rentals. Several council members repeated concerns about losing potential permanent housing, but others maintained it was not up to the council to restrict what a homeowner could do with an ADU.

Rick May offered a public comment that intents and usage changes over time and there should be flexibility in usage. Mayor Anderson asked the council if they wanted to restrict rentals of ADU's and the consensus was the council did not.

Public comment was received regarding utility hook-up fees for ADU's. Rick May noted the current water and wastewater systems need to be adequately funded in order to maintain and improve infrastructure. He indicated the proposed hook-up fee (14%) was a reasonable and necessary cost.

Mayor Anderson ended the public hearing at 6:47 p.m.

City Administrator Leana Kinley then asked the Council if they wanted to continue discussing the proposed fee structure for water and sewer hookups for ADU's.

Council members expressed their desire to keep construction costs for ADU's as affordable as possible. Discussions centered on how separate meters for each structure would be costly, reasons for a common meter to service both dwellings and how to set the base rate for water usage.

Leana Kinley shared information she had from the city of Santa Cruz on how they manage ADU's. Impact fees are assessed only for water when meters needed to be up-sized.

It was pointed out that currently mixed-use properties in Stevenson are only billed by size of meter they have, not by the number of units as is the case for multifamily structures. Ken Woodrich, City Attorney asked the Council to consider how complicated it could get to begin determining billing by number of bedrooms.

City Administrator Kinley asked the Council if they wanted any changes to the ordinance, or would they approve it moving forward as presented.

MOTION: To approve ordinance 2019-1141 amending the Stevenson zoning code (SMC title 17) to allow detached accessory dwelling units; clarifying the use categories within SMC 17.13.020 and SMC 17.13.050; and repealing portions of ordinances 1073, 2017-1103 and 2017-1104.

Made by Councilmember Muth. Seconded by Councilmember Hendricks.

Voting Yea: Councilmembers Muth, Knudsen, Weissfeld, Hendricks and Taylor.

- c) **6:45 - Transportation Improvement Program** - Mayor Anderson opened the public hearing at 7:14 p.m. Public Works Director Eric Hansen presented the updated Six-Year Transportation Improvement Program (TIP) for public input and council review. This is the first of two scheduled public hearings for the annual TIP update.

Public Works Director Eric Hansen led the Council through the updated program. He detailed the paving and other projects laid out in the plan and shared information on grants submitted. He asked the Council for input on what projects to add or prioritize. Several Council members spoke of local roads they felt needed repair- Councilmember Muth suggested the Public Works Department look at Monda and Pothole Street. Kanaka Underpass was another area suggested as needing gravel. There will be some patching needed in front of the BNSF crossing.

Questions were raised about burial of utilities and associated expenses and responsibilities. Director Hansen noted he always consults with the PUD prior to any roadwork but the cost of locating utilities underground is a barrier. Council member Weissfeld asked about the proposed Del Rey project. City Administrator Kinley reported she had met with several Del Rey homeowners and they were exploring the idea of vacating the road. City Attorney Woodrich advised the council to read and become familiar with RCW's (35.79.010) that pertain to road vacancies. Ben Shumaker, Community Development Director also suggested learning about certain provisions of RCW 58.17. It was proposed to engage the school district in further conversations regarding the Del Rey proposal.

No public comments were received on the Transportation Improvement Program. Mayor Anderson closed the public hearing at 7:32 p.m.

6. OLD BUSINESS:

- a) **Discuss Copier Lease** - The lease for the small copier expires in June. City Administrator Leana Kinley presented options from multiple vendors to replace both city copiers through either a lease or outright purchase. Kinley shared the pros and cons of the following vendors: Ricoh, CTX and Solutions Yes! purchase cost vs lease cost, machine quality, print speed and service/support agreements were all considered.

MOTION: To approve the contract with Solutions Yes! for the purchase of two copiers in the amount not to exceed \$6,000.00 and for the service contract at the rates listed as outlined in the Systems Yes! quote.

Made by Councilmember Paul Hendricks with a second by Councilmember Jenny Taylor.

Voting yea: Councilmembers Muth, Hendricks, Taylor and Weissfeld.

Abstained: Councilmember Matthew Knudsen

City Administrator Leana Kinley will bring the contract to the next Council meeting for ratification.

- b) Discuss Scheduling Joint Meeting with Fire Department** – Stevenson staff suggested scheduling a special joint meeting with the Fire Department to further discuss the Fire Hall project. City Administrator Leana Kinley asked the Council for direction on agenda items and goals desired from the meeting.

Councilmember Weissfeld commented on the additional expense of building on the current site due to new revelations on soil conditions. Councilmember Hendricks agreed. Mayor Anderson requested a meeting be arranged with the fire department personnel to discuss construction costs. Monday, June 3rd at 5:30 p.m. was determined to be the best meeting time. The meeting location is TBD.

It was requested by Mayor Anderson that previous reports to show the selection process be present at the meeting. Questions were raised about options-would it cost more to demolish the current building and then build on same site? Parking was noted to be a problem for firefighters coming to the station during call-outs at the current site. Questions about recovering purchase costs of property were raised if the city sold the property, and it was deemed unlikely due to problems now associated with the site.

- c) Sewer Plant Update** - Public Works Director Eric Hansen provided an update on the Stevenson Wastewater System and the Compliance Schedule. Director Hansen reported on April 1 there was a TSS discharge violation but no further occurrences have been seen. A digester shut down contributed to the TSS. He is receiving daily updates from Backwoods Brewing about their brewing schedule. Councilmember Weissfeld asked about curbside recycling or a composting facility for food waste. City Administrator Kinley relayed Republic never responded to a request for a quote. Apparently, Dirt Hugger in Dallesport is no longer operating. Director Hansen noted the City of Stevenson will be hauling 5,000 gallons of biosolids a week at a cost of \$1,400 per week. Costs to discharge will rise for local businesses. Getting the high load out of the system advances the system one step closer to achieving Class B status. The City of Camas has requested a tour of the Stevenson facility prior to accepting Stevenson's high stream waste.

7. NEW BUSINESS:

- a) **Letter to Commissioners Regarding I-1639** - City Administrator Leana Kinley presented a draft letter to the Skamania County Commissioners regarding the enforcement of I-1639 for council consideration. Council reviewed the letter and suggested several changes regarding the content. It was agreed to remove the following sentence: *"The Sheriff has broad discretion to set priorities and direct staff and resources to where it is most needed."* It was also decided to remove the word *"However"* from the beginning of the following sentence as well. It was agreed to send the letter to the Commissioners and a copy to Sheriff Brown.

MOTION: To approve the letter to the Skamania County Commissioners with changes as discussed.

Made by Councilmember Hendricks. The motion was seconded by Councilmember Knudsen.

Voting Yea: Councilmembers Knudsen, Weissfeld and Hendricks.

Voting Nay: Councilmember Taylor

Abstained: Councilmember Muth

- b) **Discuss Financial Software System** - City Administrator Leana Kinley presented a memo regarding a change to the city's financial software from Vision Municipal Solutions to BIAS Software for council discussion. Kinley shared information on the frustrations she and the city staff encounter with the lack of support from Vision MS. She noted that their service response is very poor and the time spent by city staff fixing issues is a problem. While the annual cost will be slightly higher with BIAS, the staff time spent correcting or redoing reports will be reduced. BIAS will provide training. The migration costs to the BIAS system is included in the installation fee. Kinley noted the BIAS Software team understands the mapping and transfer of data in order to minimize disruptions. The BIAS Software will allow the city to stay with a cash-based system.

MOTION: To approve the contract with BIAS for financial software services in the amount of \$20,014.25 for 2019.

Made by Councilmember Weissfeld with a second by Councilmember Hendricks.

Voting Yea: Councilmembers Muth, Hendricks, Taylor, Knudsen and Weissfeld

- c) **Approve Contract Amendment with Wallis Engineering** - Public Works Director Eric Hansen requested approval of the attached contract amendment in the amount of \$22,676.34 for a total revised contract amount of \$224,224.17 for additional Right of Way acquisition and public outreach for the Russell Avenue Improvement project. Director Hansen noted the explanation for the amendment was detailed in the Scope of Work document provided to the Council.

MOTION: To approve the contract amendment with Wallis Engineering in the amount of \$22,676.34 for a total revised contract amount of \$224,224.17.

Made by Councilmember Muth with a second by Councilmember Hendricks.

Voting Yea: Councilmember Hendricks, Muth, Taylor and Weissfeld.

Voting Nay: Councilmember Knudsen.

- d) **Amending Metropolitan Park District Resolution** - City Administrator Leana Kinley requested an amendment to correct to form of Resolution 2019-328. Kinley indicated the amendment would change the proposed park district boundaries by removing the boundaries of the City of North Bonneville. It also removed the reference to the intended interlocal agreement between the City of Stevenson and Skamania County for governance of the Park District. She related the measure would appear on the November 2019 ballot due to several missed timelines from the Boundary Review Board. There are five park commissioner positions also open for election. The final assessment amount for the ballot measure still needs to be determined by the County Commissioners. Councilmember Hendricks noted the second Whereas was incorrect, as the pool is in operation.

MOTION: To amend resolution 2019-328 as presented to correct to form.

Made by Councilmember Muth with a second by Councilmember Weissfeld.

Voting Yea: Councilmember Hendricks, Muth, Taylor and Weissfeld.

Voting Nay: Councilmember Knudsen.

8. INFORMATION ITEMS:

- a) **Chamber of Commerce Activities** - An attached report described some of the activities conducted by Skamania County Chamber of Commerce in April.
- b) **Planning Commission Minutes** - Minutes were attached from the 4/8/19 Planning Commission meeting.
- c) **Sheriff's Report** - A copy of the Skamania County Sheriff's report for April was attached for council review.
- d) **Municipal Court Cases Filed** - A summary of Stevenson Municipal Court cases recently filed was attached for council's review.
- e) ***Fire Department Report** - An attached report described some of the activities conducted by the Fire Department in April.

9. CITY ADMINISTRATOR AND STAFF REPORTS:

a) Eric Hansen, Public Works Director - The April 20th Stevenson clean-up day went well, with a number of volunteers coming forward to help.

Director Hansen alerted the council to a potential appeal from the Stevenson Farmers' Market regarding a city Right-of-way decision They would like to keep their signs up (at the SR 14 east/west entrances to Stevenson) throughout the market season but currently they are required to remove the signs within five days following an event. Mayor Anderson noted the sites are intended to be used by other organizations to publicize events and the space is meant to be shared.

Director Hansen recently attended an Infrastructure Conference where he spoke with other waste water system managers. He noted that Stevenson's website received kudos for the amount of information provided.

The wastewater treatment plant is being cleaned.

Three Rivers Regional Wastewater Facility in Cowlitz County is back to accepting biosolids.

b) Ben Shumaker, Community Development Director - Shumaker indicated he would be nominating Stevenson for its efforts in its Value Planning Project for the Wastewater Treatment Plant due to the positive cooperation it established between departments and agencies.

He reported on several street projects. He noted there has been push back from Del Rey street residents on a plan to extend a sidewalk and asphalt path to an unimproved part of Del Rey. The residents asked the grant application be recalled as a goodwill gesture and Shumaker asked the Council what they wanted to do. The residents also contacted the funding agency about the proposal, which could jeopardize funding chances. Councilmember Hendricks commented he was not compelled to act as there were no prior complaints about pedestrians. The residents appear worried about a thru-street eventually being constructed. Councilmember Taylor asked what the concerns were about children walking through the area to school.

Mayor Anderson noted that a vocal minority can disrupt governance and it seemed to be a good opportunity for common goals and partnerships to take place regarding landlocked properties. Shumaker suggested there be more public input in decision making as a majority of Del Rey residents will be making presentations to the city regarding regulations they want to see changed. He was concerned the city had lost the ability to control the message and narrative taking place. Councilmember Knudsen suggested meeting with residents to make it known their concerns are being heard and to consider their requests for changes. Councilmember Hendricks stated he was willing to listen to other ideas and Mayor Anderson agreed.

c) Leana Kinley, City Administrator - Update on Port Waterfront project:

City Administrator Kinley reported there will need to be a revised permit submitted regarding riparian planting and shoreline mitigation in order to meet Army Corps of Engineers requirements. There have been ongoing issues with the Port of Skamania regarding the waterfront project and the City is concerned the Port is out of compliance. To avoid perception of personnel bias the City will submit the permit to a third part for review. There have been multiple attempts to communicate with Port about the permit. No response is received, and then the City is accused by the Port that the City is jeopardizing funds. After discussion, the Council and Administrator proposed the City support the cost of a temporary Project Manager to get the Waterfront project finalized. Concerns were expressed over the fact the City has already provided \$600,000 to the project. Pathways and plantings still need to be done. Attorney Woodrich suggested using the provisions of RCW 35.21.278 to help obtain volunteer help and provide a limited amount of funds for the project. Councilmember Weissfeld noted that the problem is a human resource issue. Ben Shumaker, Community Development Director stated he does not want there to be a perception that the City permitting process has killed the project. City Administrator Kinley was directed to arrange a meeting with Port Director Albaugh and others to discuss the role of a project manager in order to get the Waterfront project completed.

Kinley next reported no energy grant was received from the Washington Department of Commerce for meters. The Public Works trust fund is in place to wrap up the School Street project. She provided a pool levy update. She has received one request regarding the phone system RFP. The City's annual financial report is due May 30th. The Radcomp contract was only for Google apps. GRI, a geo-tech firm will be in the Stevenson area on May 20th or 27th to conduct soil testing for wastewater plant in Montell area. No core drilling will be performed, but will take anecdotal/oral reports from staff.

Stevenson received a draft administrative order amendment from Washington Department of Ecology which includes the requested a timeline extension.

Draft interim measures from Wallis is expected to be done next month or so with funding estimates.

Meeting with Jacob's on May 28th about the contract, proposal for staffing levels and wages, violations. Land Trust Corporation Development: Kinley met with Washington Gorge Action Programs, the Skamania County Assessor, the Homeless Housing Council and Mid-Columbia Housing Corporation to discuss housing options. There is a sales tax credit that can be put in place to support affordable workforce housing projects that does not need to have voter approval. Can be used to leverage additional resources.

A Community Development Block Grant survey is to be released in June. Kinley noted it is important to have it filled out and returned ASAP, with income specifics if possible. There will be articles in the Skamania County Pioneer about the survey to encourage responses. It is anonymous.

The water plant adjustments are working well, a pump may need to be replaced at a cost of \$24,000.

There are a number of active permits for housing or buildings, including 17 single family homes, 1 ADU, a triplex and townhouse, several multi-family dwellings, Sikora Cabins, and ADA upgrades at Skamania Lodge.

North Bonneville is seeing some growth, a brewery and restaurant have been approved by the Planning Commission and Ecology. She is unsure when Bonneville Hot Springs will be opening as a substance abuse treatment facility. There are plumbing upgrades being performed.

10. VOUCHER APPROVAL AND INVESTMENTS UPDATE: The following items were presented for council review and approval:

a) *March 2019 payroll & April 2019 A/P checks have been audited and are presented for approval. March payroll checks 13333 thru 13340 total \$99,614.01 which includes one EFTPS and five ACH payments. A/P Checks 13341 thru 13410 total \$125,087.36 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. No investment activity in March 2019.

April 2019 payroll & May 2019 A/P checks have been audited and are presented for approval. April payroll checks 13411 thru 13419 total \$99,430.77 which includes one EFTPS and five ACH payments. A/P Checks 13469 thru 13526 total \$167,545.41 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. No investment activity in April 2019.

MOTION: To approve Vouchers and Investments as presented.

Made by Councilmember Muth, seconded by Councilmember Hendricks.

Voting Aye: Councilmembers Muth, Knudsen, Weissfeld, Hendricks and Taylor.

11. MAYOR AND COUNCIL REPORTS:

Councilmember Knudsen reported that the Rural Development Initiative Cohort 3 will be establishing learning stations with books and how-guides throughout the county as their project.

Mayor Anderson noted he will have an article in the Association of Washington Cities magazine regarding the Collaborative Leadership training provided by RDI.

Councilmember Weissfeld will be meeting with Skamania County Commissioner Tom Lannen.

12. ISSUES FOR THE NEXT MEETING: None.

13. EXECUTIVE SESSION - City Council convened in Executive Session at 8:49 p.m. for 10 minutes under RCW 42.30.110.1(b) to consider the selection of a site or the acquisition of real estate. A review of a public employee was also to be considered and (g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. Council came out of executive session at 8:59 pm. No comments were made.

14. ADJOURNMENT - Mayor Anderson adjourned the meeting at 9:00 p.m.

Approved _____; Approved with revisions _____

Name

Date

Minutes recorded by Johanna Roe

MINUTES
CITY OF STEVENSON SPECIAL COUNCIL MEETING
June 03, 2019
6:30 PM, City Hall

1. CALL TO ORDER/PRESENTATION TO THE FLAG: Mayor Anderson opened the meeting at 6:30 pm, lead the group in reciting the pledge of allegiance and conduct roll call.

PRESENT

Councilmember Robert Muth
Councilmember Amy Weissfeld
Councilmember Paul Hendricks
Councilmember Jenny Taylor (arrived at 7pm)
Councilmember Matthew Knudsen

City staff in attendance: Leana Kinley, Stevenson City Administrator; Ben Shumaker, Stevenson Community Development Director

Others attending: Rob Farris, Stevenson City Fire Department Chief; Karl Russell, Skamania Fire District 2 Commissioner; Scott Griswold, Skamania Fire District 2 Commissioner; volunteer firefighters.

2. NEW FIRE HALL PROJECT:

a) **Discussion:** Mayor Anderson welcomed everyone and announced the purpose of the meeting was to facilitate communication between the Stevenson City Council and the Fire Department regarding the proposed construction of a new Fire Hall. He noted the city is also facing \$16 million in upgrades to its water and sewer systems and money was an issue.

Due to soil conditions found through a geo-tech analysis, excavation costs at the proposed Fire Hall site are expected to be approximately \$880,000, much higher than anticipated. Total cost of the project is currently estimated to be between \$5.7 and \$6.3 million. The Council is seeking input from the Fire Department in finding ways to reduce project costs while maintaining required features and safety considerations. Halving the project cost to approximately \$3 million was one suggestion put forward by members of the Council.

Past needs assessments for a new Fire Hall performed in 2013 and 2016 were reviewed. Mayor Anderson asked if any of the designated items could be changed or removed to lower costs, or if other alternatives were available. He advised that area of Stevenson is set to grow in the next few years with a developer having purchased the old Mill site with the intent to build housing.

A number of options were explored and discussed. Several attendees cautioned against short-sighted planning, noting it can backfire and create costly problems in the future. The pros and cons of changes in building design, including other city departments and services at the site, sharing space with the Skamania County Emergency Operations Center, leasing some of the facility for public use, renovating the existing fire hall site or finding an entirely new site were all considered.

Fire Chief Rob Farris pointed out that a number of items were required by NFPA (National Fire Protection Association) codes and standards. Seismic design requirements and ADA regulations add to costs. Moving the utilities underground is also expensive. The Planning Commission has suggested at least 30 parking spaces be a part of the final plan. He reminded the Council that McKenzie had presented previously low and high cost estimates as well as a value engineered list of cost-cutting measures that can be taken to get the overall project cost down. Chief Farris determined there were several things that could be changed or eliminated to reduce costs:

- Eliminate the drive thru bays, while increasing the set-back and apron.
- Reduce the number of vehicle bays to 3, with an option to expand to 4 in the future.
- Delete the EOC portion of the building.
- Build a small kitchenette instead of a full-size kitchen.
- Reduce the size of the meeting room from its current design.
- Eliminate the Chief's Office.

He also noted there could be changes made to the quality of the flooring and furnishings, wooden studs could be used in place of metal, diaper changing stations in the restrooms could be eliminated and the building interior could be partially finished. Even with these ideas Chief Farris related that would not reduce the project cost by the amount the Council is looking for.

Several questions were then raised about available sources of funding for the Fire Hall. Grants are possible, and the state and federal government could contribute some direct funds towards the project. Having the city pass a bond would help in applying for grants as it shows the funder there is community support for the project. When asked about BNSF's possible contribution it was noted by Administrator Kinley they have a \$50,000 cap on projects such as this.

One difficulty is the uncertainty about what the final project will look like-will there be just the Fire Department housed there or will there be accessory uses in place? That can change how and where funds can be obtained. Will there be cost sharing between various departments, will the city own the building and lease it to the Fire Department, or will both the city and county need to pass a bond measure? It was agreed a more complete picture is needed prior to approaching funders.

Mayor Anderson remarked that no hard choices or decisions were to be made at this meeting. He then asked for participants to serve on several committees: Needs, Funding, and Accessory Uses to help resolve questions. Tyson Schupbach and Tom Delzio volunteered for the Needs Committee. The Funding Committee volunteers were Howard Hoyt, Greyson Rudd, Ray Broughton and Leana Kinley.

After discussion it was asked if members of the original Executive Committee would be willing to reconvene to perform an analysis comparing building on the current/existing site to the other sites considered. Members of the original committee in the meeting agreed to reform. Ben Shumaker requested that only one Fire District Commissioner be on the committee to reduce the burden from the Open Public Meetings Act. The revised committee consists of Ben Shumaker, Scott Griswold and Paul Hendricks.

3. ADJOURNMENT - Mayor Anderson thanked everyone for their ideas and participation and for being part of the solution. He adjourned the meeting at 8:00 pm.

Approved _____; Approved with revisions _____

Name	Date
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Minutes by Johanna Roe

2020-2025 TIP

Project Identification

Functional Class	Index Number	Project Identification	Improvement Types	Status	Total Length	Utility Codes	Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule				Environmental Type	R/W Required?		
															1st	2nd	3rd	4th - 6th				
		Hearing Dates: 5/16/2019 & 6/20/2019																				
		Adopted on 6/20/2019																				
07	1	Russell Avenue Rebuild	03	S	0.09	T,W,P,	PE	Feb 2019		194		30	224	20	40	80	84	CE	Yes			
		From: Second Street to Railroad Avenue	06			C,G,S	CN	May 2020	STP®	666		104	770	24	80	300	366					
		New Street lights, sidewalk & reconstruct Russell Ave	07																			
		Totals								860		134	994	44	120	330	426					
09	2	Chipseal	07	S	1.08	S, W	All	July 2019			TIB	41	7	48			48	CE	No			
		Pine St, Tari Ln, Shepherd, Cedar St, Oak St, Columbia View, Spruce, Fir																				
		Totals								0		7	48				48					
08	3	Transportation Circulation Study	23	P	0			May 2019					20	20			20	CE	No			
		Phase 1 (General Fund, not Street)																				
		Totals								0		20	20				20					
09	4	Leavens Overlay	06	P	0.05	C, P, T	ALL	Aug 2021				200	20	225			225	CE	No			
		From First Street to Second Street	07			G, S, W																
		Remove/grind deteriorated sections of asphalt																				
		Add sidewalk on West side																				
		Totals								0		20	225				225					
07	5	Roosevelt Street Overlay	07	P	0.13	C, P, T	All	Jan 2021				80	20	100			100	CE	No			
		From Hot Springs to High School	06			G, S, W						500	70	570			570					
		Engineering, sidewalks, stormdrain, overlay	03																			
		Totals								0		222	90	670			670					
09	6	Lakeview Street	07	P	0.05	W, P	All	July 2020					74	74				CE	No			
		Rebuild and pave Lakeview, improve Storm drainage				C, T																
		Totals								0		74	74	0	0							
07	7	Foster Creek Road	31	P	0.38		RW	Jan 2022										CE	Yes			
		From Rock Creek Dr. to Ryan Allen Rd																				
		Acquire additional Right Of Way																				
		Totals								0		0	0				0					

2020-2025 TIP

Project Identification

Functional Class	Index Number	Project Identification														Environmental Type	R/W Required?			
		Improvement Types	Status	Total Length	Utility Codes	Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule						
09	8	Chipseal Program	07	P	0.55	S, P, T	All	July 2022					18	18				18	CE	No
		McEvoy Lane, Wisteria Way, Ridgecrest Dr				G, W							18	18				18		
		Totals								0			36	36				36		
02	9	First Street	06	P	0.68	C,P,W,T	ALL	1/1/2021					800	800	150	150	100	400	CE	NO
		From Second Street to Second Street	07																	
		Construct traffic calming, sidewalks, and new surfacing	12																	
		Totals											800	800						
09	10	Kanaka Creek Phase Underpass 1	03	P	0.2	S	All	Jan 2021					88	88				88	CE	Yes
		From SR 14 to Cascade Ave	06																	
		Rebase, surface road, modify drainage, prime and chipseal	07																	
		Totals								0			88	88				88		
09	11	Kanaka Creek Underpass Phase 2	09	P	0.01	S	All	Jan 2021					320	320				320	EA	No
		From SR 14 to Cascade Ave																		
		Improve Underpass bridge																		
		Totals								0			320	320				320		
07	12	Vancouver Sidewalk East End	06	P	0.1		All	July 2023					125	125				25	CE	Yes
		From Columbia Ave to City Hall	32																	
		Install sidewalks and curbs																		
		Totals								0			125	125				25		
07	13	Rock Creek Bridge Replacement	08	P	0.01	S,W,P,	PE	May 2023	BR	931			145	1,076	1076				EIS	Yes
		Bridge Replacement					RW	June 2023		195			30	225		225				
			09			C,T,G	CN	March 2024		5,968			931			931				
		Totals								7,094			1,106	1,301				0		
08	14	Iman Loop-Iman Cemetery Sidewalk	06	P	0.1	W, C, S	All	Sept 2021					75	75				75		No
		Continue sidewalk and curbing	32			T														
		Totals								0			75	75				75		
07	15	Loop Road Sidewalk	06	P	0.2	S, W	All	July 2022				160	40	200		200			CE	No
		From McEvoy Lane to Bone Road	32																	
		Construct Sidewalk between McEvoy & Bone Road																		
		Totals								0		160	40	200				0		

2020-2025 TIP

Project Identification

Functional Class	Index Number	Project Identification	Improvement Types	Status	Total Length	Utility Codes	Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule				Environmental Type	R/W Required?
09	16	Chipseal	07	P	0.95	S, W	All	July 2022					45	45				45	CE	No
		Vancouver Ave																		
		Totals								0			45	45				45		
09	17	Frank Johns Sidewalk	06	P	0.24	C,G,P,	PE	Sep 2021				68	7	75	10	30	20	15	CE	No
		From Loop Rd to Second Street				S,T,W	CN	June 2022				340	34	374				374		
		Construct new sidewalk along east side																		
		Totals								0		408	41	449	10	30	20	389		
09	18	Chipseal	07	P	1.08	W, T, S	All	July 2024					35	35				35	CE	No
		Major St, Hillcrest and E Loop Road				P, G														
		Totals								0			35	35				35		
09	19	Monda Road	01	P	0.01	P, T	All	Aug 2025					80	80				80	CE	No
		Straighten out the intersection where	12																	
		Monda and Iman Cemetery Road meet																		
		Totals								0			80	80				80		
09	20	Chipseal	07	P	0.71	W,S,P	ALL	July 2024					23	23	23				CE	No
		Lasher, Roselawn				G,T														
		Totals								0			23	23				0		
07	21	Storm water System Repair and Upgrade	06	P	0		PE	July 2021					500	500				500	CE	No
09		Repair and upgrade failing storm water																		
08		system in the City																		
		Totals								0			500	500				500		
08	22	Transportation Circulation Study	23	P	0			Jan 2023					40	40	40				CE	No
		Phase 2																		
		Totals								0			40	40				0		
09	23	Del Ray Avenue	01	P	0.13	C,G,P,	ALL	Jan 2022		400				400					CE	No
		From Kanaka Creek Road to School	06			S,T,W														
		Construct new road, sidewalks, street lights	07																	
		and storm drains																		
		Totals								400				400						

2020-2025 TIP

Project Identification

Functional Class	Index Number	Project Identification	Improvement Types	Status	Total Length	Utility Codes	Phase	Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	Expenditure Schedule				Environmental Type	R/W Required?
09	24	Roselawn Avenue Overlay	03	P	0.09	W, S, G	All	July 2024					165	165				65	CE	No
		From: Willard to McKinley	06																	
		Engineering, sidewalks, storm drain and ramps. Overlay entire street	07																	
		Totals							0				165	165				65		
	25	Phase 3 Waterfront Trail Construction	03	S	0.1		ALL	9/1/2016	TAP	200			145	345				345	EIS	
		Stevenson Shoreline Restoration and Enhancement Project. PORT OF SKAMANIA PROJECT, NO FUNDS FROM CITY																		
		Totals							200				145	345						
08	26	School Street Grind and Inlay	03	P	0.24	T,W,P,	All	June 2020			TIB	400	40	440				440	CE	No
		From: Hot Springs to Kanaka Creek Avenue	07			C,G,S														
		Engineering, grind & inlay, stormwater	06																	
		Totals											40	440						
07	27	Loop Road Grind and Inlay	03	P	0.29	T,W,P,	All	June 2020			TIB	360	30	390				390	CE	No
		From: Columbia to Frank Johns	07			C,G,S														
		Engineering, grind & inlay, stormwater	06																	
		Totals											30	390						
		Public.Streets.TIP.2020																		

**CITY OF STEVENSON, WASHINGTON
ORDINANCE 2019-1144**

AN ORDINANCE OF THE CITY OF STEVENSON, WA RELATING TO AND PROVIDING FOR WATER AND SEWER CONNECTION CHARGES, ADDING A DISABLED CITIZEN DISCOUNT AND REPEALING ORDINANCE NO. 2017-1109.

WHEREAS, the Council has discussed at public hearings on May 16 and June 20, 2019 and studies have been made of the changes that need to be made to revise the connection and development fees for consideration of detached Accessory Dwelling Units as recently allowed by Ordinance 2019-1141; and

WHEREAS, it is necessary to incorporate the connection fees into the Stevenson Municipal Code and allow future fees to be adopted by resolution; and

WHEREAS, connection fees are authorized under RCW 35.92.025 so that property owners connecting to the system will bear an equitable share of the cost of the entire system; and

WHEREAS, there exists a need in the community for a low-income disabled citizen discount for base utility fees.

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

Section 1 – Repealer. Ordinance 2017-1109 is hereby repealed in its entirety.

Section 2 – Amendment. Chapter 13.10 Water and Sewer Service Charges shall be amended as follows:

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

Chapter 13.10 - WATER AND SEWER SERVICE CHARGES

13.10.010 - Definitions.

As used in this chapter, the following terms are defined as follows:

A. "Customer" means the person responsible for paying any water and/or sewer service charges established pursuant to the provisions of this chapter as shown on the records of the city water department.

B. "Equivalent dwelling unit" or "EDU" means any residential or nonresidential use which has been reasonably found by the director of public works to place a demand on the City's sewage system approximately equal to the demands thereon by a single-family dwelling.

CB. "Metered service charges" means charges for delivery of an amount of water in excess of that included in minimum monthly service.

~~DE~~. "Minimum monthly service charge" means a minimum monthly charge for sewer and/or water services which shall be paid for any period of time during which the premises served are connected to sewer and/or water facilities of the city, irrespective of whether the premises are occupied. The minimum monthly service charge will include the charge for delivery of a set number of cubic feet of water as established by the city council from time to time as it deems necessary or appropriate.

~~ED~~. "Person" means and includes individuals, partnerships, corporations, governmental units and any other natural or legal entity competent, as matter of law, to enter into contractual relations.

13.10.020 - Minimum monthly service charges.

- A. Minimum monthly service charges in such amounts as shall from time to time be determined necessary or appropriate by the city council shall be paid by all customers for water and sewer services furnished by the city. Such charges shall be paid for any period of time during which the premises served are connected to water or sewer facilities of the city.
- B. Minimum monthly service charges may vary among different classes of service. Classes of service shall be defined by the city council from time to time as the council deems necessary or appropriate.

13.10.030 - Metered service charges.

- A. Metered service charges for such volumes and at such rates as shall from time to time be determined necessary or appropriate by the city council shall be paid by all customers for water service in excess of that included in minimum monthly service.
- B. Metered service charges may vary among different classes of service. Classes of service shall be defined by the city council from time to time as the council deems necessary or appropriate.

13.10.070 – Water Connection Fees

- A. Water connection and new service fees for all services except multifamily or mixed commercial/residential units shall be assessed according to the fee schedule as adopted by Resolution. The fees are fully due and payable prior to the installation.
- B. The City will not accept a connection fee unless it is accompanied by a valid building permit, unless it is a connection fee associated with an existing permanent structure.
- C. Connections to the system shall be made within six months of the time the permit to connect is issued. If connection to the system is not made within six months, the permit shall be void and the connection fee shall be forfeited to the city except that one six-month extension may be granted by the city council due to circumstances judged to be beyond the applicant's control.
- D. Each dwelling unit within a multi-family, which includes single-family residences with Accessory Dwelling Units (ADUs), or mixed commercial/residential structure shall be charged fifty-seven percent (57%) of the connection fee (or system development charge)

for a single-family dwelling (3/4" or 5/8") or the cost of the size of meter, whichever is greater. Using this calculation, an ADU added on to an existing residence will be charged fourteen percent (14%) of the connection fee for a single-family dwelling (3/4" or 5/8").

E. Detached ADUs do not require a separate utility connection from the main. A separate connection can be installed at the request of the property owner. If it is determined that a larger meter will be required the owner is responsible for the difference in the connection fee between the current meter and the larger size in addition to the installation costs billed at time and expense.

F. The property owner shall be responsible for the cost to install the service lateral from the water main trunk line to the premises, which are billed on a time and expense basis.

G. The City does not install service larger than two-inch (2"). For larger services, the customer is responsible for submitting drawings for City approval and for installation of the service.

A.H. After the water service connection is approved and the water turned on, the property owner will be charged the minimum monthly rate as applicable to the lot, type of development and/or zoning.

13.10.080 – Wastewater Connection Fees

A. The sewer connection fee (or system development charge) shall be calculated based upon the equivalent dwelling unit (EDU) of the use of premise that is being served. The EDU rate will be set according to the fee schedule adopted by Resolution. The fees are fully due and payable prior to the installation.

B. All new sanitary sewer service installations will be completed by the customer subject to city inspection and/or testing. Inspection fees will be charged according to the fee schedule adopted by Resolution.

C. Connections to the system shall be made within six months of the time the permit to connect is issued. If connection to the system is not made within six months, the permit shall be void and the connection fee shall be forfeited to the city except that one six-month extension may be granted by the city council due to circumstances judged to be beyond the applicant's control.

D. Distribution of EDUs shall be as follows:

<u>Type of Use</u>	<u>Unit</u>	<u>Per Unit</u>
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I. Residential

<u>1. Single family residential</u>	<u>Each</u>	<u>1.00</u>
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2. Multifamily dwelling	each	1.00
3. Mobile Home Park	each space	1.00
4. Living Groups with Shared	each bed	.33

II. Nonresidential

<u>5. Hotel, Motel, Resort</u>		
a. Without kitchen	Room	.40
b. With kitchen	Room	.60

<u>6. Schools</u>		
a. <u>Day (nonresidential)</u>		
i. Grades 9-12	12.5 students	1.00
ii. Grades K-8	12.5 students	1.00

<u>7. Churches, Lodges, Clubhouses, Theaters</u>		
a. W/O kitchen facilities	100 seats	.90
b. W/kitchen facilities	each	.60
(added to amount calculated for seating)		

<u>8. Institutions</u>		
a. Convalescent/Rest Home	each bed	.30

<u>9. Restaurant, Lounge, Tavern</u>		
a. Full-service restaurant	every 6 seats	1.00
& card room (indoor seating)		
b. Fast food or tavern	every 12 seats	1.00
c. Fast food w/o seats		* (2)

<u>10. Commercial and Industrial</u>		
a. Commercial and "dry" industry		* (2)
b. <u>Special commercials</u>		
i. Laundries (commercial)		* (3)
ii. Car wash		* (3)
iii. Laundromat (self-service)		* (3)
c. Service stations & garages		* (3)
d. "Wet" industry		* (3)

11. Irrigation Meter		* (4)
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12. Noncontact Cooling Water Systems		* (4)
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13. Determination of SDC for Other Uses:

Other establishments not defined specifically in this chapter shall be determined on a specific use basis, consistent with the criteria of this section.

*Notes to System Development Charge Schedule (SDC)

1. Restaurants, lounges or taverns located within a main commercial or industrial building shall be charged a separate SDC for the main building.
2. Fast food restaurant (9b) and commercial and industrial uses (10a through 10c) shall be charged based upon water meter equivalent size (MES).
3. System development charges for a “wet” industrial use (10d) shall be based on a separate engineering study by the director of public works. Such study shall assess the utility’s actual costs to serve the specified use, but shall not be less than if calculated as a commercial or “dry” industrial use (10a).
4. Irrigation meters (11) and noncontact cooling water (12) shall be charged system development charges for water only.

13.10.100 - ~~Low-income senior citizen~~ and low-income disabled citizen utility rate—Granted.

There is granted relief to ~~low-income senior citizens~~ and low-income disabled citizens who meet the qualifications and requirements of Section 13.10.110 ~~and low-income disabled citizens who meet the qualifications and requirements of Section 13.10.120~~ from any municipal utility charges of the city ~~as follows: for all billings by the city after January 1st, 2018, low income senior citizens shall pay of~~ 50% of the minimum service charge for base rate for municipally operated water, sewer, and/or storm sewer service. Such reduced rate does not apply to excess water consumption or other charges beyond the base rate for the services provided. The discount will be effective with the next regular billing following the approval of an application.

13.10.110 - Low income senior citizen utility rate—Requests and Qualifications.

To qualify for the relief set forth in Section 13.10.100, a senior citizens shall:

- A. Be sixty years of age or older at time of application.
- B. ~~If a single person, h~~Have an aggregate income, from all sources whatsoever, not to exceed ~~twenty five percent of the median income for a family of four in the State of Washington, or if multiple persons, have an income, from all sources whatsoever, not to exceed 40% of the median income for a family of four in the State of Washington.~~ Median income shall be as established by Title XX of the Social Security Act and the ~~Washington State Senior Citizens Services Program, Guidelines for Income and Resources, WAC 388-17-160(1976), including any amendments thereto.~~ 200 percent of the established federal poverty level as now or hereinafter amended.
- C. Be a single occupant or the head of a household or the spouse of the head of household.
- D. Reside in the dwelling unit as the applicant’s primary residence and not rent the residence during the applicant’s absence.
- ~~E.~~ E.—File an annual claim for relief with the clerk-treasurer of the city on forms provided by the clerk-treasurer. By filing a claim, the applicant authorizes the city to refer the applicant to the appropriate entity to process the application, such as Skamania County Senior Services or Washington Gorge Action Programs

13.10.120 – Low-income disabled citizen utility rate—Requests and Qualifications.

To qualify for the relief set forth in Section 13.10.100, a disabled citizen shall:

- A. Be legally disabled, handicapped or incapacitated as defined by any existing state or federal program, qualify for special parking as defined by RCW 46.19.010(1)(a) through 46.19.010(1)(g), be blind as defined by RCW 74.18.020(4), be developmental disabled as defined in RCW 71A.10.020(5), be gravely disabled as a result of a mental disorder as defined by RCW 71.05.020(37), or qualify and receive social security benefits due to disability.
- B. Have an aggregate income, from all sources whatsoever, not to exceed 200 percent of the established federal poverty level as now or hereinafter amended.
- C. Be a single occupant or the head of a household or the spouse of the head of household.
- D. Reside in the dwelling unit as the applicant’s primary residence and not rent the residence during the applicant’s absence.
- E. File an annual claim for relief with the clerk-treasurer of the city on forms provided by the clerk-treasurer. By filing a claim, the applicant authorizes the city to refer the applicant to the appropriate entity to process the application, such as Skamania County Senior Services or Washington Gorge Action Programs

Section 3 – 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 4 – 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 _____, 2019.

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, WASHINGTON
RESOLUTION 2019 – 335**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON,
WASHINGTON ADOPTING WATER AND WASTEWATER CONNECTION FEES**

WHEREAS the Council has discussed at a public hearing on June 20, 2019 and an analysis has been done as to the increase in connection and development fees needed to meet current system demands;

WHEREAS by virtue of increased maintenance and operational costs and increased capital outlay, it is necessary to increase the City’s water and sewer connection charges, thereby amending former ordinances relating to connection fees; and

WHEREAS, connection fees are authorized under RCW 35.92.025 so that property owners connecting to the system will bear an equitable share of the cost of the entire system; and

WHEREAS, the adoption of ordinance 2019-1144 allows connection fees to be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stevenson hereby adopts the following fee schedule:

1. Water Connection Fees:

Meter Size	Connection Fee/System Development Charge
3/4" or 5/8"	\$ 8,599
1"	17,197
1.5"	25,796
2"	34,394
3"	77,387
4"	120,380
6"	257,957

2. Wastewater Connection fees:

- | | |
|---|---------|
| a. Residential single-family service inspection | \$ 75 |
| b. All other service inspections | \$ 225 |
| c. Equivalent Dwelling Unit | \$6,168 |

PASSED by the Council of the City of Stevenson this ____ day of _____, 2019.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC City Attorney

Water SDC Calculations

Existing Cost Basis		Notes	
2013 Net Value Remaining	\$	3,545,112	
2014-2017 Capital Improvements	\$	678,676	
Estimated Depreciation	\$	(560,000)	From 2013 depreciation cost
Total Existing System Cost Basis	\$	3,663,788	
Future Cost Basis			
Total Future Projects	\$	11,984,000	Total from Water System Plan
Less Identified Repair and Replacement	\$	(2,027,681)	63% of improvement projects
Total Future Cost Basis	\$	9,956,319	
Customer Base			
Existing Equivalent Residential Units		1159	As of 2015
Future ERUs		425	
Total Customer Base		1584	Projected 2036 ERU Capacity
Resulting Charge			
Existing Cost Base	\$	3,663,788	
Future Cost Base		9,956,319	
Total Cost Basis	\$	13,620,107	
Total Customer Base		1584	
Total Charge per ERU	\$	8,599	Updated SDC per ERU
Percent Increase		111%	Current Rates
3/4"	\$	8,599	7,779
1"	\$	17,197	15,558
1.5"	\$	25,796	23,337
2"	\$	34,394	31,116
3"	\$	77,387	70,011
4"	\$	120,380	108,906
6"	\$	257,957	233,307

WW SDC Calculations

Existing Cost Basis		Notes
2013 Net Value Remaining	\$ 3,273,818	
2014-2017 Capital Improvements	\$ 925,229	
2018 Capital Improvements	\$ 58,954	
Estimated Depreciation	\$ (550,000)	From 2013 depreciation cost
Total Existing System Cost Basis	\$ 3,708,001	
Future Cost Basis		
Total Future Projects	\$ 20,122,000	Total from General Sewer Plan
Less Treatment Plant	\$ (6,664,239)	51% of total costs
Less Identified Repair and Replacement Projects	\$ (1,680,592)	51% of improvement projects
Total Future Cost Basis	\$ 11,777,169	
Customer Base		
Existing Equivalent Residential Units		1110 As of 2015
Future ERUs		539
Total Customer Base		1649 Projected 2040 ERU Capacity
Resulting Charge		
Existing Cost Base	\$ 3,708,001	
Future Cost Base	\$ 11,777,169	
Total Cost Basis	\$ 15,485,170	
Total Customer Base		1649
Total Charge per ERU	\$ 9,391	Updated SDC per ERU

5,607 Current Rate
6,168 10% Increase



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: Sewer Plant Update
Meeting Date: June 20, 2019

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 has been working towards getting the solids up to a Class B for land application. The digester needs to have some repairs completed and a Biosolids Plan will need to be done. The current estimated cost for the Biosolids plan is \$ 7,732. We are also waiting on cost estimates from Tribeca on land application and transportation costs.

Hood River is unable to find enough land for application of biosolids and will have to dispose of our solids in the Wasco landfill. They will let us know what the cost is as soon as they know. Staff will analyze the costs to determine if it is less expensive to send more biosolids to Three Rivers than to pay the tipping fees through Hood River.

I&I inspection and repairs have been completed along Hot Springs Alameda, Chesser, Willard and Roosevelt.

PWD Hansen has been working with Significant Industrial Users, Ecology and the City of Camas on sending side stream material to Camas for processing. After months of testing, discussions and tours, a pilot run of material will occur soon. This will reduce the influent BOD loading on the plant.

I attended a meeting hosted by the State of Oregon's Office of Regional Solutions regarding biosolids. Many wastewater facilities and septage haulers send their waste to Hood River and there is concern about their ongoing capacity. There will be a follow-up meeting with more participants after more information on current capacities and identification of bottlenecks occurs.

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

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:

A memo regarding interim measures for the treatment plant to prevent effluent violations has been submitted to Ecology for review and is attached. Staff will move forward on the High and Medium priority projects as an estimated cost of less than \$60k. Funding for the interim measures will be through the Public Works Board Emergency Loan program. An emergency declaration is on the agenda for council approval as part of the process.

The Project Plan and Communication Plan have been completed and the website has been updated with information related to the project.

Staff met with Wallis and GRI regarding slope stability and I&I in the Montell Terrace neighborhood. Consensus was that it will be more cost effective to treat the ground water at the plant than to address the I&I.

Borings have been done at the WWTP to determine subsurface conditions and piezometers have been installed to measure the fluctuation in ground water to determine if dewatering will be needed. Overall the ground appears in good condition for construction, absent a large boulder where the third clarifier is proposed to be constructed.

Funding:

The final revision to the General Sewer Pan and Wastewater Facilities Plan update was submitted to Ecology. The report for the CERB grant is in process.

The contract with DOE for Design Phase funding has been executed and the first payment request has been processed.

The city submitted the full application for construction funding through the FY 2018 EDA Disaster Supplemental program for improvements at the lift stations for increased capacity and flood protection

at the wastewater treatment plant. 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. Based on the feedback from other agencies that have applied for the same funds, the process will take some time.

Compliance:

Staff has discussed a draft amended Administrative Order with Ecology. It will require additional testing and add time to the daily rounds impacting the budget.

Action Needed:

None.

**CITY OF STEVENSON, WASHINGTON
RESOLUTION 2019 – 336**

**A RESOLUTION OF THE CITY OF STEVENSON, WASHINGTON, PROVIDING FOR
THE SUBMISSION TO THE VOTERS OF THE CITY AT THE NOVEMBER 5, 2019
GENERAL ELECTION OF A PROPOSITION AUTHORIZING A SALES AND USE
TAX AT THE RATE OF ONE-TENTH OF ONE PERCENT PURSUANT TO RCW
82.14.530 TO BE USED FOR THE PURPOSE OF HOUSING AND HOUSING RELATED
SERVICES.**

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

Section 1. Findings and Determinations. The City Council makes note of the following facts and makes the following findings and determinations:

- A. The City has a critical need for additional funding to provide housing and housing-related services for the homeless, or persons in danger of being homeless.
- B. Housing affordability and homelessness is a growing problem in Skamania County and the City of Stevenson, which requires prompt attention to reduce human suffering for vulnerable populations of our citizens.
- C. Skamania County coordinated entry providers have developed a vulnerability index tool to help define and prioritize use of City funds.
- D. Vulnerable persons are defined as persons that are susceptible to reduced or impaired health, housing, financial or social stability outcomes because of current experience or historical exposure to trauma, violence, poverty, isolation, bias, racism, stigma, discrimination, disability, chronic illness, and/or systemic barriers.
- E. The Stevenson-Carson School District reports that for the 2018-2019 school year that 56 students in local schools were identified as homeless.
- F. RCW 82.14.531(1)(b)(i) provides that if a county with a population of one million five hundred thousand or less has not imposed the full tax rate under RCW 82.14.530(1)(a) of a sales and use tax not to exceed one-tenth of one percent of the selling price in the case of sales tax, or value of the article used in the case of a use tax, then any city legislative authority located in that county may submit an authorizing proposition to the city voters at a special or general election authorizing a sales and use tax increase of not more than one-tenth of one percent, provided that a minimum of sixty (60) percent of the moneys collected under RCW 82.14.530 be used for the following purposes:
 - a. Construct affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or
 - b. Constructing mental and behavioral health-related facilities; or

- c. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and that the affordable housing and facilities providing housing-related programs in (a) above may only be provided to persons within any of the following population groups whose income is at or below sixty (60) percent of the median income of the county wherein the city imposing the tax is located:
 - i. Persons with mental illness;
 - ii. Veterans;
 - iii. Senior citizens;
 - iv. Homeless, or at-risk of being homeless, families with children;
 - v. Unaccompanied homeless youth or young adults;
 - vi. Persons with disabilities; or
 - vii. Domestic violence survivors.

The remainder of the moneys collected under RCW 82.14.530 must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

- G. The legislative authority of the city imposing the tax has the authority to issue general obligation or revenue bonds within the limitations now or hereafter prescribed by the laws of this state, and my use, and is authorized to pledge, up to fifty (50) percent of the moneys collected under this section for repayment of such bonds, in order to finance the provision or construction of affordable housing facilities where housing-related programs are provided, or evaluation and treatment centers as described in RCW 82.14.530(2)(a)(iii) and no more than ten (10) percent of the moneys collected under RCW 82.14.530 may be used to supplant existing local funds.
- H. The City Council is seeking new revenue dedicated to providing affordable housing and housing-related services as provided by RCW 82.14.530.
- I. The City Council determines that it is in the best interest of the City and promotes the health, safety and welfare of its residents to submit to the voters a proposition authorizing the one-tenth of one percent sales and use tax pursuant to RCW 82.14.530.

Section 2. Submittal to voters. To provide the necessary funding for the expenditures identified in Section 3 of this resolution, the City Council directs the submission of a proposition to the registered voters of the City, substantially in the form set forth in this resolution, to impose a sales and use tax to be levied at the rate of one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax, commencing not earlier than April 1, 2020, pursuant to RCW 82.14.530.

Section 3. Eligible expenditures. The eligible purposes for which the proceeds of the sales and use tax may be expended include any and all of the purposes set forth in RCW 82.14.530, as it may be amended from time to time, which purposes are currently described as follows:

- A. A minimum of sixty percent of the proceeds must be used for the following purposes:
- i. Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services, solely for eligible households (as defined below); or
 - ii. Constructing mental and behavioral health-related facilities; or
 - iii. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
- B. The remaining proceeds shall be used for the operation, delivery and evaluation of mental and behavioral health treatment programs and services or housing- related services.
- C. No more than ten percent of the proceeds may be used to supplant existing local funds.
- D. For purposes of this provision, "eligible households" means persons within any of the following population groups whose income is at or below sixty percent of median income:
- i. Persons with mental illness;
 - ii. Veterans;
 - iii. Senior citizens;
 - iv. Homeless, or at-risk of being homeless, families with children;
 - v. Unaccompanied homeless youth or young adults;
 - vi. Persons with disabilities; or
 - vii. Domestic violence survivors.
- E. In accordance with RCW 82.14.530(5), up to fifty percent of the proceeds may be used for repayment of bonds issued to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers, all as described in A(iii), above.
- F. The City Council shall determine the application of moneys available to the eligible expenditures described above, in its discretion, including the locations, specifications, eligibility requirements and other elements necessary for the appropriate use of the proceeds within the purposes described above, as well as the timing, order and manner of implementing or completing the any such projects. All eligible construction expenditures described above shall be deemed to include the costs of all necessary design, engineering, financial, legal and other consulting services, inspection and testing, administrative and relocation expenses and other costs incurred in connection with the foregoing. If the City Council shall determine that it has become impractical to acquire, construct, or implement all or any particular proposed project by reason of changed conditions, incompatible development, costs substantially in excess of the amount of sales and use tax proceeds estimated to be available, lack of matching funds, or acquisition by a superior governmental authority, the City shall not be required to acquire, construct, or implement such portions.

Section 4. Ballot Proposition. The Skamania County Auditor, as ex officio supervisor of elections in Skamania County, Washington is hereby requested to call and conduct such election to be held within the City of Stevenson on November 5, 2019, and to submit to the qualified electors of the City of Stevenson for their approval or rejection a proposition to impose a sales and use tax to be levied at the rate one-tenth of one percent (0.1 %) of the selling price in the case of a sales tax or value of the article used in the case of the use tax. The sales and use tax authorized by this section is in addition to any other taxes authorized by law shall be collected from those persons who are taxable by the State of Washington under Chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the boundaries of the City of Stevenson. Upon approval of the voters of the proposition hereinafter set forth, the City may use proceeds of such sales and use tax for the purposes described in this resolution. The City Clerk is hereby authorized and directed to certify, no later than August 1, 2019, to the Director of Elections, a copy of this resolution and the following proposition to be submitted to the qualified electors at that election, in substantially the following form:

CITY OF STEVENSON, WASHINGTON
PROPOSITION 1
SALES AND USE TAX FOR HOUSING AND RELATED SERVICES

The Stevenson City Council has passed Resolution 2019-336 concerning a sales tax for affordable housing and related purposes. If approved, this proposition would authorize an additional sales and use tax of one-tenth of one percent (0.1 %) to be collected within the City on all taxable retail sales in accordance with RCW 82.14.530. Eligible expenditures for tax proceeds include any and all of the affordable housing and related projects, programs, and services (including mental and behavioral health treatment programs and other housing-related services) as identified in Resolution No. 2019-336 and in RCW 82.14.530.

Should this proposition be approved?

Yes?.....
No?.....

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk; and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Clerk are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director of Elections.

The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's or clerical errors, references, resolution numbering, section/subsection numbers, and any reference thereto.

Section 5. Severability. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the imposition or collection of the tax authorized.

PASSED by the Council of the City of Stevenson this 17th day of January, 2019.

Stevenson

Scott Anderson, Mayor of the City of

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC
City Attorney

Organizing for Implementation of HB 1406 in Your Community



Welcome to today's Zoom webinar!

- Due to the large number of registrations, everyone will be muted today.
- You can ask questions via the live chat or Q&A options. Ask questions throughout or save them for the end.
- If you have problems with the platform, we will try to help. Use the live chat to share any tech issues.

Organizing for Implementation of HB 1406 in Your Community



Today's goal

Our main goal for today's webinar is to help position advocates, cities and counties to implement HB 1406 at the maximum amount of funds as quickly as possible.

Organizing for Implementation of HB 1406 in Your Community



Today's agenda

- Introduction to speakers and acknowledgements
- Overview of HB 1406
 - Eligible uses of funds
 - Eligibility of cities and counties for the funds
 - Timing and deadlines
 - Areas of uncertainty
 - Q&A
- Decision points and implementation
 - HB 1923 Housing Action Plans and \$100k planning grants
 - Bonding pros and cons
 - Pooling of funds
 - Implementing a "Qualifying Local Tax"
- Action Steps and Resources

Organizing for Implementation of HB 1406 in Your Community



Organizing for Implementation of HB 1406 in Your Community



Special thanks to Representative Robinson, Representative Macri, Speaker Chopp, Senator Kuderer and Senator Frockt!

- House Democratic Caucus staff.
- Association of Washington Cities, and individual cities especially Renton, Seattle, Olympia, Spokane, Kirkland and Walla Walla.
- Washington State Association of Counties and especially King and Skagit Counties.
- Kitsap Mental Health, Association of WA Housing Authorities, Bremerton Housing Authority, League of Women Voters, Faith Action Network, Washington Community Action Partnership, Community Frameworks, Washington State Hospital Association, Community Health Network of Washington, Housing Consortium of Everett & Snohomish County, Tacoma/Pierce County Affordable Housing Consortium, Opportunity Council and others!

Overview of HB 1406



- This is not an additional tax – local jurisdictions are just retaining a portion of the sales and use taxes already paid.
- Bill goes into effect on July 28th, 2019.
- All cities and counties are eligible. If a city and county both act to implement, the bill outlines when a city can claim the full authority. Otherwise it is shared.
- Department of Revenue determines the maximum revenue, based on state fiscal year 2019 taxable retail sales with the county or city.
- Earliest possible use of the funds is fall 2019.
- Authority expires after 20 years and the clock starts ticking on day one!



Use of the funds

- Counties with a population greater than 400,000 and cities with a population greater than 100,000:

Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or funding the operations and maintenance costs of new units of affordable or supportive housing.

- Counties with a population less than 400,000 and cities with a population less than 100,000:

The above uses and/or for rental assistance.

- The housing and services may only be provided to persons whose income is at or below sixty percent of the median income of the county imposing the tax.

Use of the funds



Bonding and revenue sharing:

- Cities or counties imposing the tax may issue general obligation or revenue bonds and may pledge the revenue collected for repayment of the bonds.
- A county or city may enter into an interlocal agreement with other local government or public housing authorities to pool the tax receipts received and pledging those taxes to bonds.

Definitions



- Maximum or full authority = .0146%
- Half or split authority = .0073%
- Any city or county that opts into the revenue is considered a “participating” city or county.
- A city that has implemented, or implements within year one, a “qualifying local tax” is eligible to claim the full authority.

Qualifying local taxes



“Qualifying local taxes” means the following tax sources, if the tax source is instated by a city no later than July 27th, 2020 (within one year of the bill’s effective date):

- The affordable housing levy authorized under RCW 84.52.105;
- The levy authorized under RCW 84.55.050 if used solely for affordable housing;
- The sales and use tax for housing and related services authorized under RCW 82.14.530 if the city has imposed the tax at a minimum or least half of the authorized rate;
- The sales tax for chemical dependency and mental health treatment services or therapeutic courts authorized under RCW 82.14.460.

Qualifying local taxes – cities who already have one in place



- Seattle (Housing Levy)
- Bellingham (Housing Levy)
- Vancouver (Housing Levy)
- Ellensburg (1/10 of 1% sales tax for affordable housing)
- Olympia (1/10 of 1% sales tax for affordable housing)
- Tacoma (Mental health and chemical dependency sales tax)

Maximum Authority



The maximum authority of 0.0146 percent can be reached either by a city and county each claiming half (0.0073 percent), or by one of the entities claiming the whole.

Following are the circumstances in which the full 0.0146 percent can be claimed by one of the entities:

Maximum Authority



- Counties always maintain authority over unincorporated areas and can levy the maximum authority in those areas within the first year.
- Counties can levy the maximum authority in the boundaries of cities that declare that they will not levy it or who don't otherwise utilize it within the first year.
- Cities can levy the maximum authority if they have levied one of the qualifying local taxes before or within the first year.
- Cities can levy the maximum authority in year one without a qualifying local tax only if a county declares they will not participate or otherwise fails to adopt a resolution.
- Cities without a local qualifying tax in non-participating counties in year two lose authority due to a mistake in the bill.

Half Authority



- City without a qualifying local tax takes action in year one. This authority expires if the county they are in does not participate by year two.
- Counties can claim half within the jurisdiction of one of their cities if that city does not have a qualifying local tax.

Timelines



- Resolution of Intent must be adopted by January 28, 2020.
- The legislation must be adopted by July 28, 2020,
- Department of Revenue requires 30-days notice of adoption of sales tax credits and the change must occur on a first day of the month (RCW 82.14.055)
- Considering the necessary actions, the earliest possible use of the funds is this fall.

Resolution of Intent



- Should be done as soon as possible.
- Bill doesn't prevent resolution from being adopted at the same time as the legislation, but resolution must be adopted no later than January 28th, 2020.
- Pacifica Law Group has created a draft resolution which will be sent out to all webinar registrants.

Pending Questions



- Different standards are used throughout the bill - “levied”, “imposed” & “instated” and the impact of this is currently unknown.
- What happens if a city passes a qualifying local tax, but it isn’t being collected within the year timeframe?
- The maximum amount for a county may be impacted by whether they impose the tax after a city located in that county.



WASHINGTON LOW INCOME
Housing Alliance



Decision Points: Use of Funds



Ask: What is better overall for affordable housing?

Options to consider:

- Pooling of funds between jurisdictions (MOU),
- Bonding against the revenue stream,
- Cities ceding authority to county under certain agreed upon terms.

Decision Points: Use of Funds



1923 and Housing Action Plan planning grants for cities:

- Many cities will have housing money for the first time and a plan that involves advocates on how to spend it will be really helpful.
- Cities are eligible for a \$100k planning grant. Application guidelines are being developed by the Department of Commerce.
- Cities are required to include affordable housing advocates in development of the plan.

Implementing a Local Qualifying Tax



- Determine if a local qualifying tax will be implemented or not. Planning should start now.
- Factor in timing required to DOR: 75 days notice of adoption of sales tax increases is required.
- Key tips for advocates to consider.

Action Items



- Communication between advocates, cities and counties will be key and should start now.
- Determine if a local qualifying tax will be implemented or not. Planning should start now.
- Advocates: Meet with your local lawmakers and don't forget to encourage the creation of a Housing Action Plan under HB 1923, especially if this is your city's first source of local funds.
- Local government staff: Meet with your local lawmakers and get them lined up to implement this. Make sure they know the deadlines.

Additional Resources



- AWC annual conference June 25 – 28 in Spokane.
- Pacifica brown bag on July 23 at their offices in Seattle (1191 2nd Avenue, Suite 2000 Seattle).
- Department of Revenue has indicated that they are creating factsheets – the Housing Alliance will post them on our website when they are available.



WASHINGTON LOW INCOME
Housing Alliance



Organizing for Implementation of HB 1406 in Your Community



Michele Thomas, Washington Low Income Housing
Alliance

MicheleT@wliha.org

Carl Schroeder, Association of Washington Cities
carls@awcnet.org

Greg Winter, Opportunity Council
greg_winter@oppco.org



Stevenson Farmers Market

City Council Members,

The Stevenson Farmers' Market is asking you to please consider allowing its beautiful 4ft by 4ft signs to be placed for the duration of its' event in the City's Right Away at either end of town. The Stevenson Farmers Market is an ongoing event that takes place from June 8th through October 12th.

The partnership the city has with the Farmers Market is a beneficial one for both business and community. This sign is to create repeat visitation with tourists and community members alike.

In the event you do grant the market the ability to display its signs during its entire event The Stevenson Farmers Market would be eager to work hand in hand with Public Works to ensure attractive placement that does not hinder the display of any other event that takes place in our beloved city.

We Greatly Appreciate your time and consideration.



www.StevensonFarmersMarket.com Pharaoh Skinner Manager (509) 427-4707

Farmers.Market.Stevenson@gmail.com

**CITY OF STEVENSON, WASHINGTON
ORDINANCE 2019-1145**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA RELATING TO PARKING
PROHIBITIONS ALONG LOTZ ROAD**

WHEREAS, there are certain roads within the Stevenson city limits that are narrow and do not provide for adequate driving lanes and parking along the length of the road; and

WHEREAS, the City Council of the City of Stevenson deems it necessary to prohibit parking along the length of these narrow roads to allow for safe travel.

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

Section 1 – Amendment. Chapter 10.12 Parking Prohibited in Certain Areas shall be amended as follows:

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

Chapter 10.12 - PARKING PROHIBITED IN CERTAIN AREAS

10.12.010 - Definitions.

As used in this chapter, the following words shall be defined as follows:

- A. "Parking" means the standing of a vehicle upon a street, whether such vehicle is occupied or not, and whether or not such vehicle is accompanied by an operator for a period of time in excess of two minutes.
- B. "Vehicle" means any device in, upon, or by which any person or persons, or property is or may be transported upon a public highway.

10.12.020 - Parking near mail deposit receptacle restricted- ~~Exception-~~ ~~Signing required.~~

- A. It is unlawful for any person to cause or permit to be caused a vehicle of any nature, kind or description to be parked within a linear proximity distance of ten feet from the location of any mail depository receptacle within the corporate limits of the city for any period of time exceeding five minutes; and
- B. U.S. mail couriers are excepted from the provisions of this section; and
- C. Such mail depositories ¹ areas as governed by this section shall be properly posted with appropriate signs relating to such limitations in accordance with this section.

10.12.030 - Parking time on certain alleys and streets restricted.

No person, firm, company or corporation shall park any vehicles as described and defined in Section 10.0 8-.010, from the hours of two-thirty a.m. to five-thirty a.m. in any alley designated as such within the corporate limits of the city, nor within such hours on Second Street between the east and west corporate limits of the city, and on Russell Street from Vancouver Avenue to Cascade Avenue and on Vancouver Avenue from School Street to Strawberry Road.

10.12.040 - Parking prohibited on certain streets-~~Signing required.~~

A. ~~There shall be no parking permitted From and after February 15, 1973, it is unlawful to park any vehicle~~ whatsoever, of any vehicle of any nature, kind or description, without regard to limitation as to time on the following streets, set forth as follows:

1. Along the north side of the street commencing from the intersection of Vancouver Avenue and Columbia Street on the east boundary to the intersection of Vancouver Avenue and School Street on the west boundary.

2. All along Lotz Road.

B. Such prohibition of parking as ordained in this section shall be continuous in nature and no exception thereto shall be permitted during any time of a twenty-four-hour period of any day.

C. Motor vehicles shall be defined as including every device capable of being moved on a highway and in, upon, or by which any persons or property is or may be transported or drawn upon a public highway.

D. The city shall post in conspicuous places along such street within the boundaries as aforementioned, proper street signs effecting notice of prohibition of parking as set forth in this section.

10.12.050 - Parking limitations and enforcement authorized.

The city, through its duly authorized council, is authorized and directed from time to time henceforth from the date of enactment of the ordinance codified in this section, to be empowered to designate by posting all proper parking limitation sites upon such streets, alleys and thoroughfares therein the city, parking limitations as to time limitations and area limitations within such corporate limits, and the city is further empowered and directed to designate such areas and times and places as to parking limitations and authorize its enforcement agencies to enforce same by penalties prescribed in Section 10.12.070.

10.12.060 - Provisions deemed exercise of police power.

This chapter is enacted as an exercise of police power for the protection of persons and property and to relieve the congestion of traffic in the city.

10.12.070 - Violation-Penalty.

Each conviction for violation of any provision of this chapter shall constitute a traffic infraction and shall be punished by a fine in the amount of thirty-five dollars for each offense plus any applicable statutory assessments imposed by the state of Washington.

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 ____ day of _____, 2019.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

AGREEMENT

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

Recitals

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

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

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

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

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

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

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

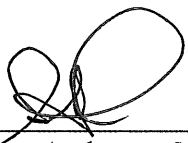
9. **Assignment.** Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. **Ownership of Work Product.** All brochures, pamphlets, maps, displays, and any other thing or idea created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

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

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

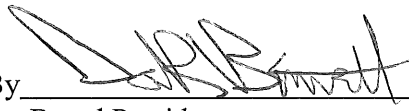
IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and the year first written above.

CITY OF STEVENSON

By 


Scott Anderson, Mayor

**SKAMANIA COUNTY
CHAMBER OF COMMERCE**

By 

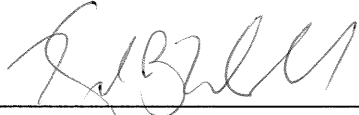
Board President

ATTEST:



Leana Kinley, City Clerk

APPROVED AS TO FORM:



Kenneth B. Woodrich, PC
City Attorney

Exhibit A - SCOPE OF WORK

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

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

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

2018 Chamber Project Review (in brief)

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

2019 Chamber Project Overview

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

Exhibit B

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

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

STEVENSON BUSINESS ASSOCIATION SPONSORED EVENTS

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

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

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

Exhibit D

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

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

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



June 5th, 2019

TO: City of Stevenson
ATTN: Leana Kinley, City Administrator
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648

RE: Class5
5300 MacArthur Blvd., Suite 102
Vancouver, WA 98661
Link ID# 520976

Avaya Inc. ("Avaya") is pleased to confirm that Class5 is an authorized Reseller in good standing of Avaya products and solutions at the **Emerald** level.

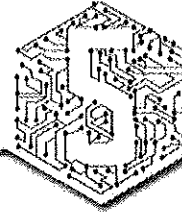
As an Avaya-authorized partner at the Emerald level, Class5 is authorized to resell, and to offer design services and Avaya support for the following business systems and associated peripheral equipment to end-user companies: Scopia Endpoints/Avaya Video, SME Communications. Class5 is authorized to provide installation and maintenance services, either directly or in partnership with Avaya, for the following:

Installation: SME Communications.

As an Avaya-authorized partner, Class5 is approved to provide the following for Avaya products:
Procure product and services from Avaya or Distributors (as approved) for resale to end users;
Extend Avaya software licenses and factory warranties to end users;
Obtain technical support services from Avaya;
Obtain and license Avaya software upgrades to end users;
Access Avaya engineering, system configuration, pricing tools, and training courses (sales, technical, installation, and maintenance); and
Participate in Avaya-sponsored marketing programs and product events.

Thank you for your confidence in Avaya and your choice of an Avaya-authorized reseller.

Regards
Avaya Global Channel Program Team
avayaedge@avaya.com



Executive Summary

Class5, Inc. has provided a bid for a new Avaya IP Office Hosted (Cloud-based) VoIP telephone system for the City of Stevenson. It will be provisioned to support 8 IP phones and a dedicated conference phone. Each phone set connects directly to the customers local network via hard-wire Ethernet connection and provides a passthrough data port to share a single connection with an existing network device such as a computer. Dial tone service is included for the entire system, including domestic Long Distance. The IP Office System can natively support six party conferencing (maximum of five external callers) with upgrade options for expanded enterprise conferencing. Voice Messaging (Voicemail box for all users) and Unified Communication (Voicemail to Email) is included.

Options to enable Desktop Integration via the Avaya One-X Mobile and Outlook Plugin applications with feature such as: integration of desktop phones with end user cell phones, call history and logging with Caller ID, live call monitoring, presence, and chat.

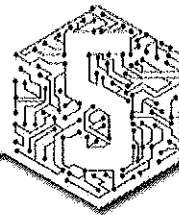
Once service is activated, all programming changes and updates that customer may need are performed free of charge via our support team. Typical change requests such as display name updates, password resets, button programming, and voicemail services, are typically implemented the same-day as customer requests are received without the need for a service call to site. A web based interface to directly manage the IP phones for individual users and system administrators is included should customer wish to perform self-management. Integration with third party productivity applications such as contact managers via an API is available.

As this is a subscription service for a proposed three (3) year term, all system software updates and support are included for the length of term.

With the proposed three (3) year term subscription, the cost of the eight Avaya IP phones are waived at no additional cost to the city. The dedicated conference phone is detailed as a separate cost.

Class5 has invested heavily to create a robust, secure, feature rich, and fully protected cloud service environment that has been serving our customers continuously for many years. To ensure that our customers can be confident that their communications will be solid and secure, Class5 has created a resilient data center environment to house our cloud based communication platforms. The center is fully power protected with multi-layered UPS and independent natural gas generator systems with infinite run-time. Our WAN infrastructure utilizes advanced route protection algorithms and redundant multi-homed WAN service with alternate carriers that automatically engage to provide maximum uptime. The facility is fully secured via card key, and 24 hour security camera monitoring with alert notification. Call data is fully encrypted in real-time and point-to-point call authentication enforced.

The Avaya solution can perform all system features as defined in RFP, with some available as upgrade options and not included in quote pricing. The proposed solution is a Cloud-Based "Turn-Key" system that will support The City of Stevenson as requested with full service and support and capable of growth into the future and for all your additional facility locations.



Company Background Information

What We Do

Class5 Technologies is a telephone, network, and computing services and installation company. Proudly serving customers in the Portland Metro Area and Columbia River Gorge from our offices in Vancouver, WA and Bingen, WA. Our local technicians have experience installing, servicing, and repairing telephone and networking systems. We specialize in complete start-to-finish installations from basic infrastructure to complex voice and data integration. Voice over IP, otherwise known as VoIP, is a favorite at Class5. We service and install pure IP systems or hybrid systems, depending on our clients' needs. Class5 also offers hosted options for our clients, running all over the country from our offices in Bingen, and Vancouver Washington.

Our History

Class5 Technologies has been serving Oregon and Washington based companies for over 28 years. Originally, Class5 was founded under the Northwest Communications name in 1985 as an Oregon based business. In 2005, Northwest Communications opened its Bingen, Washington office, changed ownership and company name to NW Communication Systems. Since then, we have grown and expanded into Vancouver, WA to support our clients in the greater Portland Metro area. NW Communication Systems has been an authorized Toshiba Dealer and installer since July of 2005. We also support and maintain a wide range of legacy systems by AT&T, Lucent, Avaya, Nortel, Norstar, Panasonic, and many others.

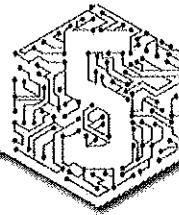
In 2017, NW Communication Systems merged its Telecom, IT, and Cloud Services divisions into a new entity now called Class5. As we continue to grow, we look forward to supporting our 600+ local business customers utilizing a wide array of systems. Our deep experience helps provide our clients with the best service possible.

What We're About

We at Class5 Technologies take pride in our work and service to our clients. At the heart of it, we are a service company that leverages technology to help our clients achieve their business goals. The technology we utilize has been carefully evaluated and selected to meet our customers' needs now and into the future. We deliver solutions, not just equipment. Each customer is unique and so are their IT needs. By putting each client's needs first, we form a business partnership that lasts well into the future beyond the initial sale. When clients win, so does Class5.

Vancouver, WA
360-949-1381
Bingen, WA
509-493-4353

CLASS



Formerly NW Communication Systems

Company Background Information Cont'd

Legal Name of the Company

Paskey Enterprises, Inc. DBA: Class5

Number of years in business

34 years. Founded in 1985, under current ownership since 2005 (14 years)

Headquarters location

5300 MacArthur Blvd., Ste. 102
Vancouver, WA 98661
509-493-4353
www.class5technologies.com

Company type

Founded in Washington State on July 14, 2005 as an "S" corporation.
DUNS# 016997269

Number of employees: 7

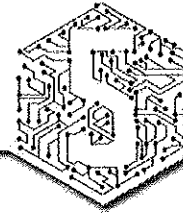
Customer Support & Operations: 1
Administrative Support: 1
Telecommunications: 4
Computer & Network: 1

Tax ID number

Federal Tax ID# 55-0901016

Company Experiences and References

See Exhibit A for reference projects



1. Response to RFP Requirements

Proposers should provide in-line responses to all requirements outlined below:

Technical Requirements

Platform

Does the vendor develop and maintain the platform solution in-house or does it resell another vendor's solution? Resell of Avaya platform.

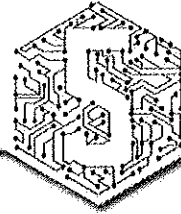
Where is the platform hosted? Is it centrally hosted or geographically distributed? Please provide a map or list of datacenter hosting locations. Describe guaranteed availability/up-time. Include standard Service Level Agreement (SLA). Centrally hosted in protected data center in Vancouver, WA

1. What business continuity / system survivability options are available? Cloud/Offsite Backup
2. What happens to service in the event of a local power or WAN outage?
 - Power automatically protected via multi-layered UPS and independent natural gas generator systems with infinite run-time.
 - Automatic protection from WAN outages via advanced routing protection algorithms and redundant multi-homed WAN service with alternate carrier.
3. Please describe platform security measure. How is call data protected?
 - Controlled access data center via card key, and 24 hour security camera monitoring with alert notification.
 - Call data fully encrypted in real-time and point-to-point call authentication enforced.

Service

City of Stevenson requires the following basic phone service requirements:

Service	Vendor Response (Y/N) / QTY*	Included or Optional**
Number portability for all numbers	YES/ALL	INCLUDED
Extension dialing, regardless of geographic location	YES	INCLUDED
Unlimited local dialing	YES	INCLUDED
Unlimited domestic long distance	YES	INCLUDED
International dialing (include current rates)	YES	Optional
Toll-Free service (include current rates)	YES	Optional



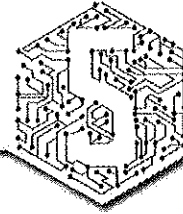
System Management

1. How is the system managed/administered? Please describe customer Administrator interface.
 - Administration included with service (Free). Customer can manage individual extensions via web interface if desired.
2. Is self-service supported? Yes
3. How are moves, adds, and changes performed? Remote Support Service
4. How is service added, removed? Remote Support Service
5. Please describe real-time reporting options. Call logs via MS Outlook Plugin or CDR via email.

Features / Functions

City of Stevenson requires the following basic features/functions:

Feature	Vendor Response	Included or
	(Y/N) *	Optional**
Cloud managed platform	YES	INCLUDED
Direct dial user number	YES	INCLUDED
Conference calling/Voice conference technology	YES	INCLUDED
Caller ID/Speaker phone	YES	INCLUDED
Call forwarding using mobile or desk application	YES	INCLUDED
Unified messaging	YES	INCLUDED
Hot desking	YES	INCLUDED
Virtual Fax	YES	Optional
Intercom capabilities	YES	INCLUDED
Mobility/softphone	YES	INCLUDED
Find me/Follow me	YES	INCLUDED
Chat/Presence	YES	Optional



5. Implementation

What is your standard operating procedure for implementing a project such as this? Please give a brief overview of your methodology, not a detailed project implementation plan.

1. Discuss the roles on your implementation team, such as Account Manager, Business Analyst, Project Manager, Tester, Trainer, etc.
 - Project Coordinator – Manages preparation and customer contact
 - Technician – Programming, implementation, training, and service
2. What are the typical challenges in this type of implementation? Network infrastructure
3. What is the typical timeline for an implementation of this nature?
 - 7-10 Business days for material procurement
 - 5 Business days for programming consultation
 - 1 Business day for installation and implementation
 - 1 Business day for training and programming adjustments

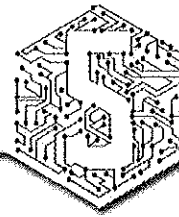
6. Support and Maintenance

Platform Maintenance

1. What is your strategy for ensuring connection is operating 24/7?
 - High-survivability data center
 - Advanced multi-homed and redundant WAN
2. What is your strategy for upgrading your current service?
 - Quarterly scheduled maintenance windows to apply system updates
3. Is deployment of changes seamless, non-disruptive, and remote? Explain the process.
 - Varies according to update. Typically, minimal down-time and remotely performed.
4. Are new features automatically available to existing customers? Or is a service upgrade required? Typically, available after system updates.

Customer Service and Technical Support

1. What levels (tiers) of service do you offer and what are the details of each level of service?
 - Single level direct customer support.
2. Detail the issue resolution process.
 - Ticketing process with tracking
3. What is your average time to solve a moderate to difficult issue? 1 business day
4. Is support available 24x7?
 - Standard Support M-F 8AM-5PM
 - Emergencies 24x7x365 w/1 hour call-back



Survivability / Redundancy

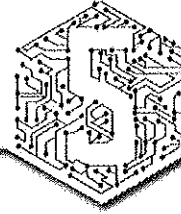
1. How is the vendor's service delivery platform distributed?
 - Regionally
2. Are there multiple, redundant instances at geographically dispersed datacenters?
 - Yes/Optional
3. What happens to service in the event of a public Internet outage?
 - Typically, this instance is restricted to a single carrier outage and is resolved by automatically re-routing our connection at the data center through an alternate carrier.
4. What happens to service in the event of a local power or WAN failure?
 - This is interpreted as an outage at the customers (local) site. In such cases, your service will automatically still receive and route calls as defined by your auto attendant and voicemail handling rules. E.g., Calls to main number will reach auto attendant and route according to options defined. Calls will route to voicemail until local WAN service restored.
 - Messages left in Users voicemail boxes will continue to be delivered via email.
 - Optionally, if customer is using the Twinning feature with the cellphone app, calls will automatically ring to off-site destinations or cellular devices.
5. What routing options does the vendor provide in the event of an outage?
 - See response to #3 above.

7. Pricing

The RFP evaluation process is designed to award this procurement to the vendor whose proposal best meets the requirements of this RFP provided the cost is within the budget. The proposal shall include all costs for collecting, reporting and implementing the work to be done as required by the Scope of Work. **No estimates shall be excepted.** Vendors are required to collect and pay all Washington State sales tax, if applicable. Costs for subcontractors are to be broken out separately, if needed.

Proposers should complete the Pricing Proposal Form (Attachment 1 to this RFP). Additional vendor sales quotes, hardware details, or other pricing material may be included in this section.

See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.



RFP Schedule

This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

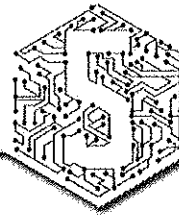
Activity	Date/Time
RFP Released	Wednesday, May 8, 2019
Deadline for Questions	Tuesday, May 28, 2019, 4:00 pm
Answers Released / Addenda Issued	Friday, May 31, 2019
Proposal Submission Deadline	Wednesday, June 5, 2019, 4:00 pm
Proposal Review	Thursday, June 6, 2019
Bidder Presentations / Negotiations	June 10-14, 2019
Award	Thursday, June 20, 2019
Contract Start	Monday, June 24, 2019
Implementation Period	June 24 – July 28, 2019
Go-Live	Monday, July 29, 2019

Cost of Preparing RFP Response

All costs associated with responding to this RFP are the sole responsibility of the responding company.

Non-Discrimination

All selected vendors must comply with the City of Stevenson’s equal opportunity requirements. The City of Stevenson is committed to a program of equal employment opportunity regardless of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. It is the City of Stevenson’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Class5 is an Equal Opportunity Employer.



Non-Collusion

Submittal of a signed response to this RFP constitutes a sworn statement that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham submittal, or to refrain from responding. Affirmed.

Warranty

The vendor shall warranty that the information is true and correct at the time of the submission. Affirmed.

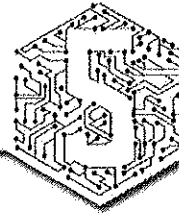
Additional Information

Submitted responses to this RFP become the property of the City of Stevenson, WA. The City of Stevenson reserves the right to use any and all ideas included in any response without incurring any obligations to the responding company or committing to procurement of the proposed services. Affirmed.

Attachments

- Pricing Proposal Form
 - See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.

- City of Stevenson – Blank Professional Services Agreement, for informational purposes on our required contract language.
 - Professional Services Agreement to be negotiated upon award of project. City of Stevenson's standard agreement is not structured for a term service agreement with discount incentives that require performance assurances and will need to be updated.



Pricing Proposal Form

See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.

Description	Unit Price	QTY	TOTAL
Account setup			
Project Management			
Solution Sales Engineering			
Number Porting			
Solution Configuration / Customization			
Solution Testing / Verification			
Deployment support			
User Training (remote)			
User Training (onsite)			
Administrator Training (remote)			
Administrator Training (onsite)			
Deployment Engineering / Technical Support (remote)			
Deployment Engineering / Technical Support (onsite)			
Hardware			
Standard Handset - Make/Model: _____ (Purchase option)			
Executive Handset - Make/Model: _____ (Purchase option)			
ATA device (for traditional fax, analog interface)			
Voice gateway (to support survivability options) (Optional)			

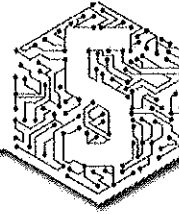


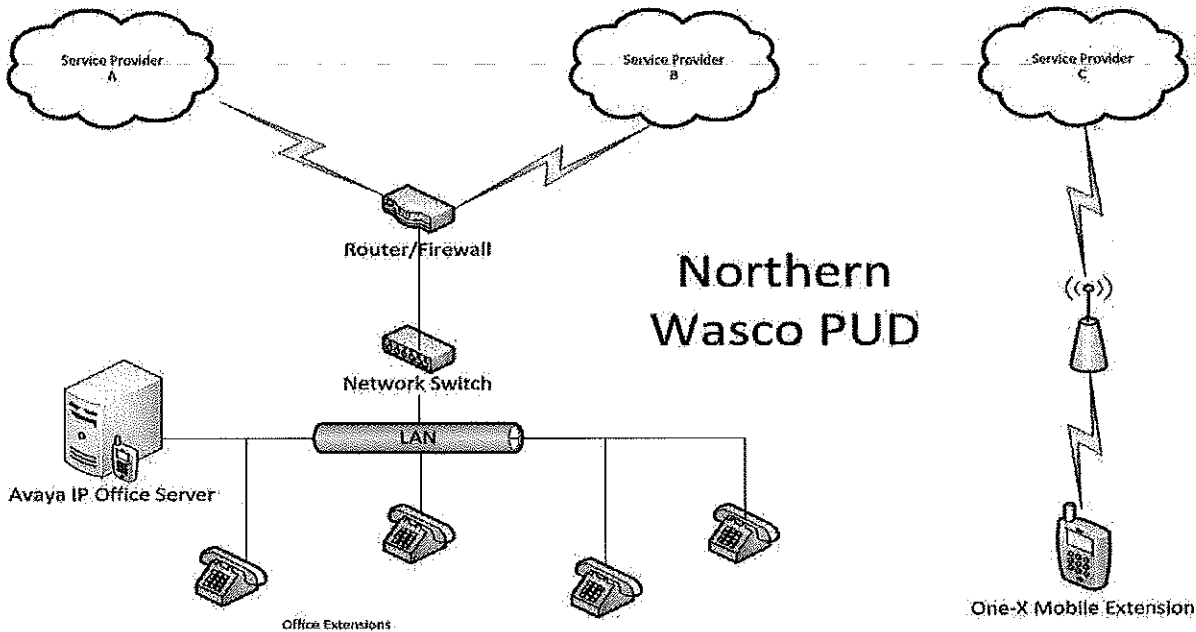
Exhibit A: References

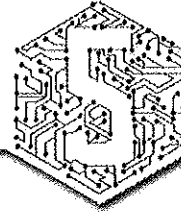


1. Northern Wasco County PUD

John Schillinger
2345 River Road
The Dalles, OR 97058
(541) 296-2226

Class5 installed and is currently supporting a traditional Avaya IP Office 500 V2 hardware-based digital telephone system on-premise at the main headquarters office for Northern Wasco County PUD with 45 Handsets in use. This system is using dual WAN service provider connections with automatic failover capabilities to ensure high availability and redundancy. Dialtone is provided by Class5 SIP trunk service. Client is using Avaya's One-X Mobile application on cell phones to extend their office extension to their mobile device to stay connected.

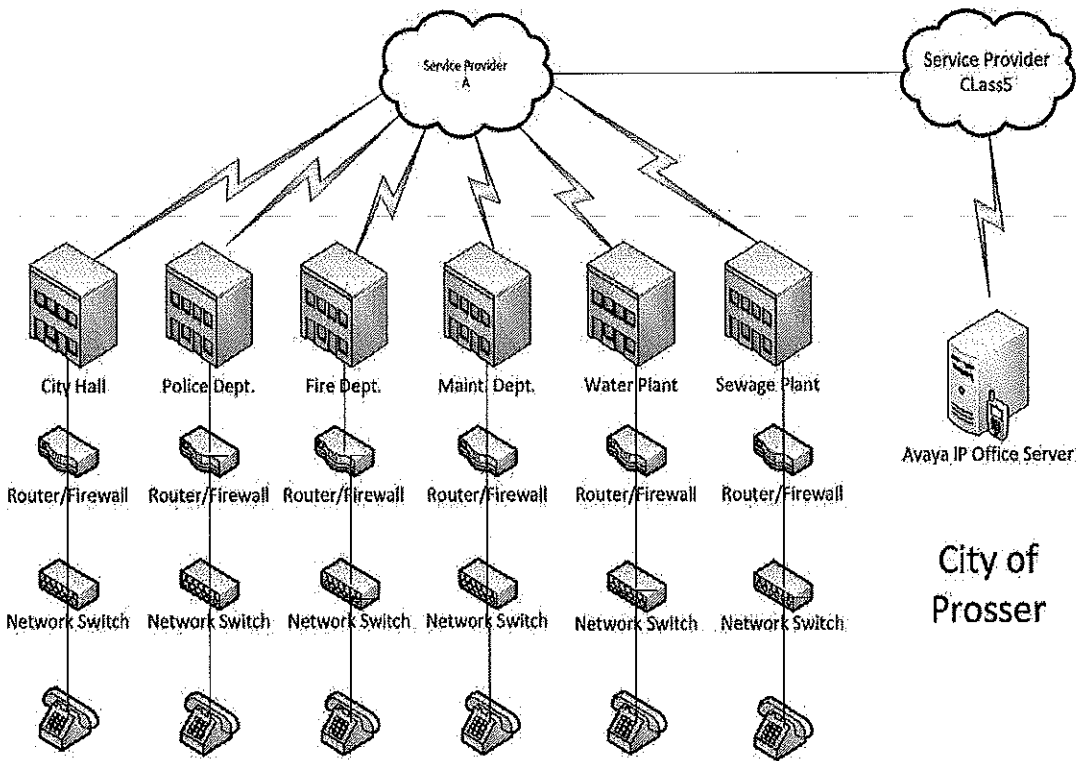


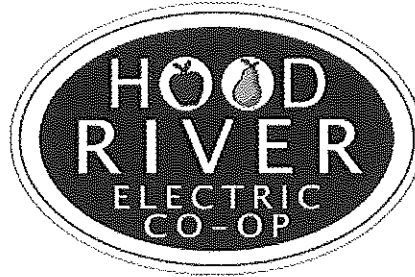
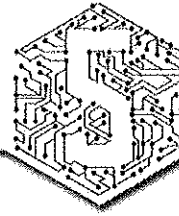


2. City of Prosser

Rachel Shaw
601 7th Street
Prosser, WA 99350
(509) 786-2332

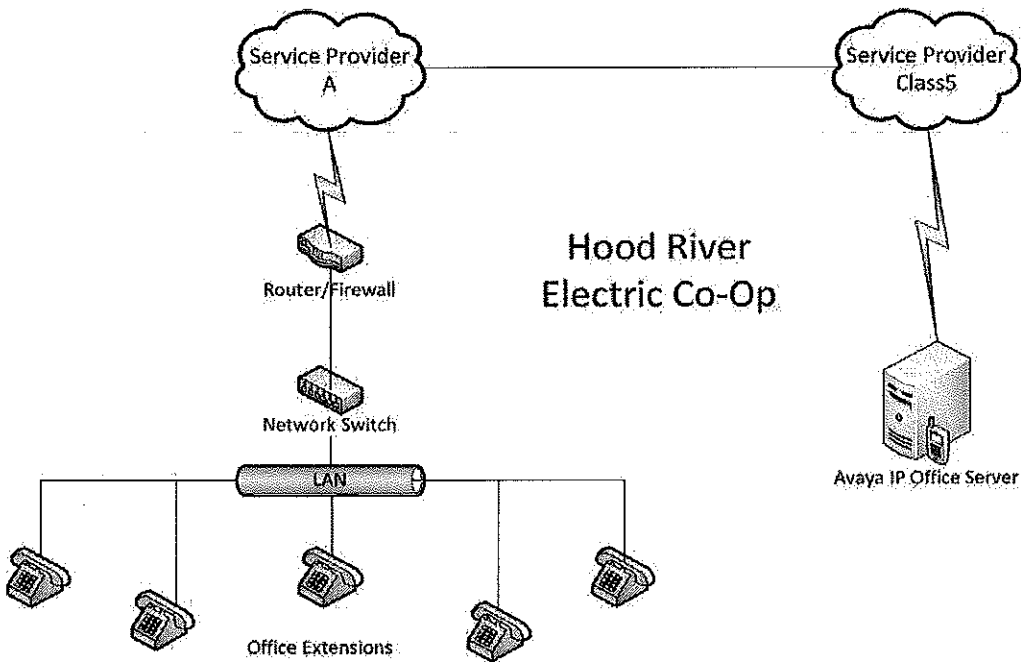
Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 55 Handsets distributed between six (6) municipal facilities. This system covers the entire municipal infrastructure including the Police, Fire, Maintenance, Waste Treatment, Water Treatment, and City Hall facilities. Dialtone is provided by Class5 SIP trunk service.

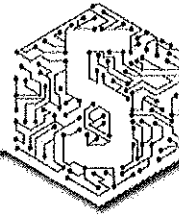




- 3. Hood River Electric Cooperative
Brenda Lewis
3521 Davis Drive
Hood River, OR 97031
(541) 354-1233

Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 14 Handsets at their Headquarters facility.





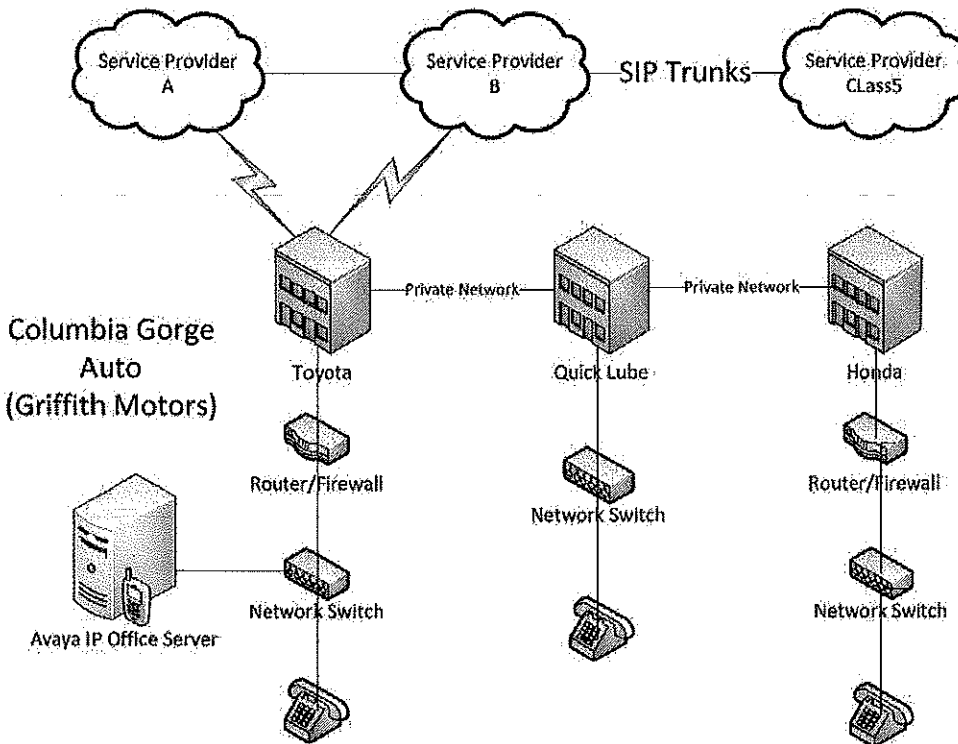
COLUMBIA GORGE

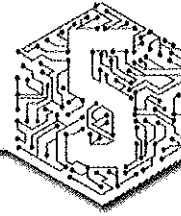
TOYOTA & HONDA

4. Columbia Gorge Toyota & Honda (Formerly, Griffith Motors)

Chris Cady
1900 W 6th St
The Dalles, OR 97058
(541) 296-2271

Class5 installed and is currently supporting an Avaya IP Office (Server Edition/On-Premise) with 40 Handsets distributed between three (3) campus facilities. This system is using dual WAN service provider connections with automatic failover capabilities to ensure high availability and redundancy. Dialtone is provided by Class5 SIP trunk service.





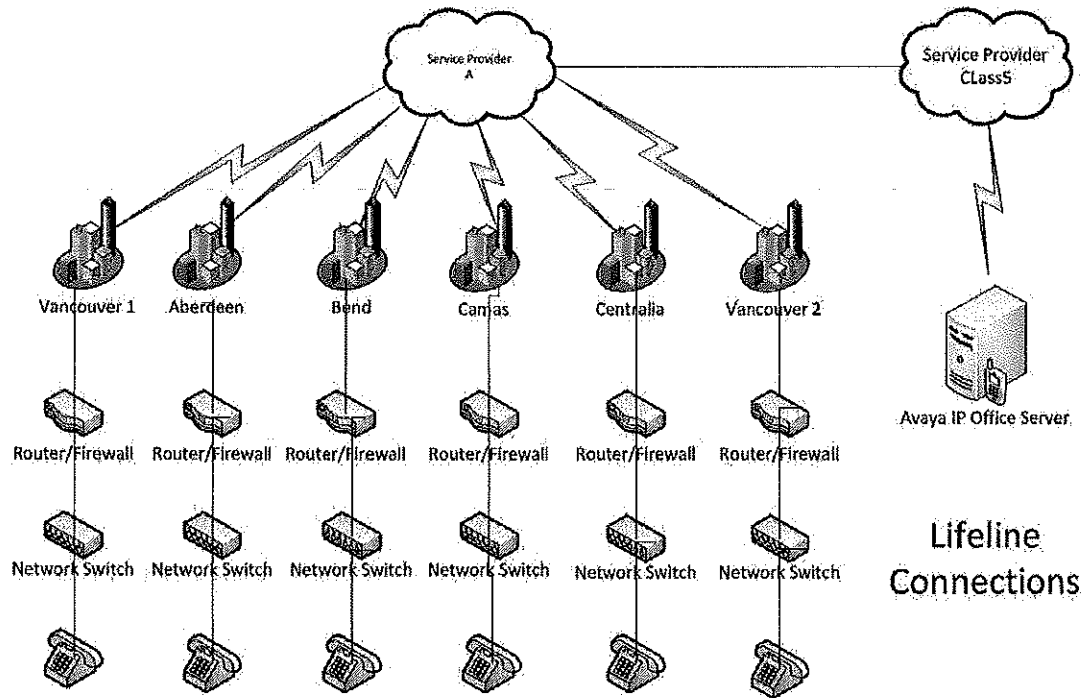
Lifeline Connections

mental health & substance use treatment

5. Lifeline Connections

Ed Welsh
1601 E Fourth Plain Blvd, Bldg. 17, Ste A212
Vancouver, WA 98661
360) 397-8246

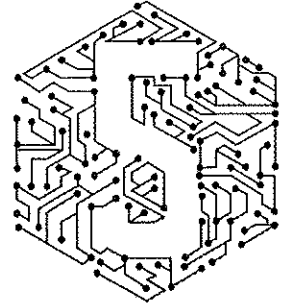
Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 233 Handsets distributed between twelve (12) facilities throughout Washington State.



CLASS5

5300 MacArthur Blvd
Suite 102
Vancouver, WA 98661
3609491381
s5technologies.com

CLASS



Powered By Avaya Hosted VoIP (36 month)

Quote # RR000790 Version 1

Prepared for:
City of Stevenson

Prepared by:
Rick Refsland

Powered By Avaya - Standard

Description	Discount	Recurring	Qty	Ext. Recurring
Powered By IPO Telephone User - 36 month TERM	\$0.00	\$19.95	9	\$179.55
- Hold, Transfer and Forward / Pickup, Park, Personal Park - Voicemail and voicemail-to-email / Virtual receptionist - Simultaneous ringing - ring groups / Ring - Hunt Groups - Caller ID Extension Dialing / Customizable Music on Hold - Ad-hoc meet me conferencing (6 users) - Do Not Disturb / Hot Desking / Twinning / HD Voice - Automated after-hours service - Outgoing 911 / internal calling				
Talk Path - incoming external calls and ring groups, outgoing external calls	\$0.00	\$5.00	9	\$45.00
Additional Features				
Monthly Subtotal:				\$224.55

Equipment Purchase - VOIP

Description	Discount	Price	Qty	Ext. Price
Avaya Phones				
Avaya 9608G IP Phone - 4 line Monochrome display, dual Gig, PoE powered; HD speakerphone - PROMO (MSRP \$397.75)	\$397.75	\$0.00	9	\$0.00
3rd party phones				
Avaya B179 IP Conference Station - Wired - Wall Mountable	\$0.00	\$540.33	1	\$540.33
Network Equipment				
Subtotal:				\$540.33

Set Up Charges (Nonrecurring) - VOIP

Description	Discount	Price	Qty	Ext. Price
Service Activation	\$0.00	\$40.00	1	\$40.00
Service Activation				
Setup Fee -Phone Setup Charge	\$0.00	\$20.00	9	\$180.00
Phone Setup Charge				

Set Up Charges (Nonrecurring) - VOIP

Description	Discount	Price	Qty	Ext. Price
Setup Fee: Number Porting Number Porting- Transferring your current phone #s to our Network - Per ported #	\$0.00	\$10.00	1	\$10.00
Onsite Options				Subtotal: \$230.00



Powered By Avaya Hosted VoIP (36 month)

Prepared by:

CLASS5

Rick Refsland
3609491381
Fax 5094932569
rick.refsland@class5technologies.com

Prepared for:

City of Stevenson

7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
Leana Kinley
(509) 427-5970
leana@ci.stevenson.wa.us

Quote Information:

Quote #: RR000790

Version: 1
Delivery Date: 06/06/2019
Expiration Date: 07/05/2019

Quote Summary

Description	Amount
Equipment Purchase - VOIP	\$4,120.08
Set Up Charges (Nonrecurring) - VOIP	\$230.00
Discount:	\$3,579.75
Total:	\$770.33

Monthly Expenses Summary

Description	Amount
Powered By Avaya - Standard	\$224.55
Monthly Total:	\$224.55

Payment Options

Description	Payments	Interval	Amount
Term Options			
36 Months	36	Monthly	\$224.55
	1	One-Time	\$770.33

Summary of Selected Payment Options

Description	Amount
Term Options: 36 Months	
Selected Recurring Payment	\$224.55
Total of Recurring Payments	\$8,083.80
Total of Payments	\$770.33

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

CLASS5

City of Stevenson

Signature: _____

Signature: _____

Name: Rick Refsland

Name: Leana Kinley

Job Title: Sales

Date: _____

Date: 06/06/2019

Terms and Conditions

Terms and Conditions

CLASS5 MASTER TERMS AND CONDITIONS OF SERVICE (VoIP)

This document is between CLASS5(CLASS5) and the Customer ("Customer") of the VoIP voice service as identified on the Master Services Agreement. Any CLASS5 services or products ("Services") made available to Customer shall be governed by the terms and conditions herein. By activating the Services, Customer acknowledges reading, understanding and accepts the terms and conditions herein.

1. **TERMS AND CONDITIONS.** The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby objected to by CLASS5, and any such documents shall be wholly inapplicable to any sale made or service rendered here-under and shall not be binding in any way on CLASS5. No waiver or amendment to this contract or these terms and conditions shall be binding on CLASS5, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of CLASS5.

2. **TERM.** The term of this Agreement ("Term") begins on the date of installation and continues for a continuous thirty-six (36) month period, unless otherwise noted. At the end of Term, the Services are automatically renewed on a Month to Month basis. Customer agrees to pay for remaining Services for the duration of the Term. Expiration of the Term does not alleviate Customer of responsibility for paying all unpaid, accrued charges due here-under. Upon end of Term all Services will revert to current Month to Month pricing.

3. 911 AND SERVICE REQUIREMENTS.

a. **911.** Customer acknowledges that CLASS5's Services do not support traditional 911 emergency dialing at this time. CLASS5 does offer limited 911 services as described in the paragraph immediately below. Nevertheless, Customer agrees to notify as appropriate, any of its users of the Services, who may place calls using Customer's phone services, of the 911 limitation. CLASS5 advises Customer to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services.

b. **Outages due to Electrical, Internet or other General Failures.** Customer acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. Customer acknowledges that the Services will not function if there is an interruption of Customer's broadband or high-speed Internet access service.

c. **Non-Voice Systems.** Customer acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. Customer has no claim against CLASS5 for interruption or disruption of such systems by the Services.

4. **EQUIPMENT.** In offering the Services, CLASS5 may supply CLASS5 owned Equipment to Customer. All Equipment shipments are F.O.B. CLASS5's facility. CLASS5's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer shall be required to obtain authorization from CLASS5 to return any Equipment. CLASS5 will repair or replace Equipment if the Equipment is deemed to be defective. CLASS5 will not cover replacement for lost, stolen, mistreated or modified equipment. Unless and until any equipment is specifically purchased, all equipment remains the property of CLASS5.

5. BILLING, CHARGES AND PAYMENT.

a. **Payment.** Upon purchase of the Service, Customer must provide an authorization for automatic Electronic Funds Transfer or a valid credit card number from an accepted issuer (American Express, MasterCard or Visa). Customer authorizes CLASS5 to charge the Customer via EFT or credit card number for all charges arising from Customer's use of the Services. Customer agrees to notify CLASS5 of any change to the bank or credit card information including, but not limited to, changes in account number, expiration date or billing address. CLASS5 shall not be responsible for any charges made by the bank or credit card issuer to Customer's account for exceeding credit limit, insufficient funds or other reasons.

b. **Credit Terms.** All Services provided to Customer and covered by the Agreement shall at all times be subjected to credit approval or review by CLASS5. Customer will provide such credit information or assurance as is requested by CLASS5 at any time. CLASS5, in its sole discretion and judgment, may discontinue credit at any time without notice.

c. **Billing.** CLASS5 will send or make available to Customer a monthly invoice for the Services and bill all charges invoiced to Customer's account to the Customer credit card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. CLASS5 reserves the right to charge the Customer credit card for toll charges at any time if Customer's cumulative toll charges for the current month exceed two hundred and fifty dollars (\$250.00). Billing for monthly service fees commences upon purchase of the Services, and the monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

d. **Late/Non-Payment.** If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, insufficient funds, or declined Customer credit card charges, CLASS5 may suspend or terminate the Services and all accrued charges shall be immediately due. CLASS5 may charge Customer interest (1.5% per month) on those charges and a late fee of 10% of the past-due balance. If customer fails to pay CLASS5 within 30 days of billing date, CLASS5 has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, Customer agrees to immediately pay all amounts owed to CLASS5. CLASS5 reserves the right to charge Customer a \$150.00 reestablishment of service fee. Upon disconnect a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, CLASS5 has the right to repossess any CLASS5 owned items to offset monies owed without liability for damage or trespass.

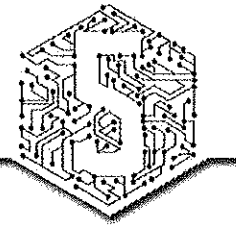
e. **Taxes.** Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides CLASS5 with an appropriate exemption certificate. If any amounts paid for the Services are refunded by CLASS5, applicable taxes may not be refundable.

- f. Credits. Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of CLASS5.
- g. Discounts. From time to time in its sole discretion, CLASS5 may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by Customer upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.
- h. Billing Disputes. Customer must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or Customer waives any objection.
- 6. TOLLS. If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. Every call to or from Equipment using the Services that originates or terminates with a SIP service CLASS5 that is not affiliated or associated with CLASS5 will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-CLASS5 account will be charged at the current rates published on the CLASS5 related website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.
- 7. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Customer shall not modify the CLASS5-owned Equipment in any way without the express written permission of CLASS5. Customer shall not use the Equipment except with the Services provided here-under. Except as otherwise provided for here-under, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify CLASS5 of any lost or stolen Equipment and shall cooperate with CLASS5 in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At CLASS5 sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that CLASS5 is informed of the loss or theft and can effect a termination of the Services.
- 8. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of CLASS5 or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Customer understands that neither CLASS5 nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of CLASS5. Use of service shall not include certain activities including, but not limited to, any auto dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage, unless specifically agreed to otherwise in writing by CLASS5 and Customer.
- 9. UNLIMITED MINUTE USAGE PLANS; CHANGES TO THE AGREEMENT, SERVICES OR PLAN. CLASS5 reserves the right to review usage of unlimited minute plans to ensure that there is no Customer abuse of such plans. Customer agrees to use unlimited minute plans for normal voice calls and will not employ methods or devices to take advantage of unlimited plans by using service excessively or for means not intended by CLASS5. CLASS5 may terminate service immediately if, in its sole discretion, Customer is abusively using the unlimited minute plan. CLASS5 reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, CLASS5 will contact Customer and such changes will become binding to Customers, on the date of contact and no additional notice will be required. If Customer does not send CLASS5 notification of its desire to terminate this agreement or uses the Service after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due here-under in addition to any applicable Disconnection Fee. Customer may request a Plan change at any time, subject to any applicable change of service fee and additional terms and conditions. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge may apply. CLASS5 may increase or decrease prices for the Services or Plans without providing any prior notice to Customer.
- 10. TERMINATION. Customer agrees to provide CLASS5 with thirty (30) days' notice of termination. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to CLASS5. Such termination notice from Customer must be in writing, on company letterhead and delivered to CLASS5 via certified mail or other traceable method. CLASS5 reserves the right, at its sole discretion, to suspend, terminate or change the Services with 15 days' notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, CLASS5's network or other Customers' use of the Services. CLASS5 reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that CLASS5's determination is final and binding on Customer. CLASS5 may require an activation fee to change or resume a terminated or suspended account.
 - a. TRIAL TERMINATION. During the first sixty (60) days of Service, Customer may terminate Services for any reason, without further obligation, and pay only those charges for installation and Services used, including all usage charges for the period of use prior to termination under this section.
 - b. EARLY TERMINATION. Any time during the Term, Service can be canceled by Customer without cause. Services cancelled by Customer without cause will require all discounts provided by CLASS5, up to date of termination, to be paid in full, any hardware discounts by CLASS5 to be paid in full, and any discounted or waived fee's by CLASS5 to be paid in full by Customer before termination is considered complete.
 - c. TERMINATION FOR CAUSE. You may terminate Services provided under this Agreement without early termination charges if Customer experiences loss of Services of more than 8 consecutive hours on two occasions or more in any 30 consecutive days and Customer notified CLASS5 of each loss of service (of any duration) or any other problem with Service immediately after loss of service or problem first occurred (in each instance). You may also terminate this Agreement if you fail to comply with any other CLASS5 Systems obligations under this Agreement for 30 consecutive days after receiving notice from you. In either case, you may terminate the affected Service only if your account is current before termination (i.e. no balance due more than 30 days) and you, your equipment, or 3rd party supplementary services did not contribute to the loss of service or to our failure to comply with this Agreement, either directly or indirectly. You may not cancel this Agreement for any loss of service except as permitted in this Section. You must pay all charges due for each Service received until that Service is disconnected.
- 11. PRIVACY. CLASS5 utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, CLASS5 cannot guarantee the security of voice and video communications of Customer. CLASS5 is committed to respecting Customer's privacy. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with CLASS5. CLASS5 will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, CLASS5 will only share personal data of Customer with business CLASS5's that are acting on CLASS5's behalf to complete the activities described herein. Such CLASS5 entities or national or international business CLASS5's are governed by CLASS5's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, CLASS5 may disclose personally identifiable information.

- 12. **TECHNICAL SUPPORT.** CLASS5 will make available technical support to Customers via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied unless agreed to in writing by CLASS5 and Customer.
- 13. **BREACH.** In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due here-under, Customer shall reimburse CLASS5 for all attorney, court, collection and other costs incurred by CLASS5 in the enforcement of CLASS5's rights here-under and CLASS5 may keep any deposits or other payments made by End- User.
- 14. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold CLASS5, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.
- 15. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall CLASS5 or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided here-under whether due to a breach of contract, breach of warranty, the negligence of CLASS5 or its vendors or otherwise.
- 16. **WARRANTY AND LIABILITY LIMITATIONS.** CLASS5 makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither CLASS5 nor its vendors will be liable for unauthorized access to CLASS5's or Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or and other method, regardless of whether such damage occurs as a result of CLASS5's or its vendors' negligence. Any claim against CLASS5 must be made within 30 days of the event of the claim and CLASS5 has no liability thereafter. CLASS5's liability is limited to repair, replacement, credit or refund. CLASS5 may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than CLASS5. In no event shall CLASS5's total liability here-under exceed the amounts paid by the Customer to CLASS5 in the prior twelve (12) months from the date of claim.
- 17. **EXPORT COMPLIANCE.** Customer agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.
- 18. **PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.** Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by CLASS5 or its vendors, except as provided in section #7 in this Agreement.
- 19. **SOFTWARE COPYRIGHT.** Any software used by CLASS5 in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.
- 20. **SURVIVAL.** The provisions of section 4, 5, 14, 15, 16 and 17 shall survive any termination of the Agreement.
- 21. **NOTICES.** CLASS5 communicates with its Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time of registration for the Services or as subsequently specified by Customer ("Email Address"). Customer is responsible for notifying CLASS5 of any Email address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided here-under.
- 22. **FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).** CLASS5 shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of CLASS5 that may occur in spite of CLASS5's best efforts.

By _____
Print Name _____
Title _____
Date _____

By _____
Print Name _____
Title _____
Date _____



Executive Summary

Class5, Inc. has provided a bid for a new Wildix Hosted (Cloud-based) VoIP telephone system for the City of Stevenson. It will be provisioned to support 8 IP phones and a dedicated conference phone with connectivity to an external HD speaker and microphone unit. Optionally, conference unit can be connected to a computer directly, thus eliminating the need for a dedicated phone. Each phone set connects directly to the customers local network via hard-wire Ethernet connection and provides a passthrough data port to share a single connection with an existing network device such as a computer. All Wildix hardware comes standard with a five (5) year warranty. Dial tone service is included for the entire system, including domestic Long Distance.

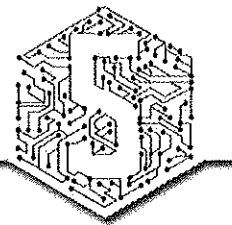
The true strength and benefit of the Wildix System is that it is a fully integrated Unified Communications platform that is designed from the ground up to be WEB enabled using the WEB RTC protocol and provides access to an impressive suite of features that normally are costly optional add-ons in other systems.

Wildix natively supports multi-party enterprise voice and video conferencing. Voice Messaging and Unified Communication (Voicemail to Email) is included. Desktop Integration and the Wildix Collaboration Mobile application for cellular devices include features such as: integration of desktop phones with end user cell phones, call history and logging with Caller ID, live call monitoring, presence, and chat. All WebRTC communications and hardware are natively encrypted for maximum security. System software updates and support are included for the length of term. Additional features include:

- Kite WebRTC (Voice call dialing, chat, or desktop sharing from the company Website)
- Contact Center Interactive Queues Management interface
- Outlook Integration, Predictive Dialer API, TAPI Support
- Attendant Console Web Application
- Call Detail Reporting (CDR)
- Voicemail Transcription
- Chat with Presence
- Call Recording

Once service is activated, all programming changes and updates that customer may need are performed free of charge via our support team. Typical change requests such as display name updates, password resets, button programming, and voicemail services, are typically implemented the same-day as customer requests are received without the need for a service call to site. A web based interface to directly manage the IP phones for individual users and system administrators is included should customer wish to perform self-management. Integration with third party productivity applications such as contact managers via an API is available.

The Wildix system is cloud based and hosted in the world-class Amazon Web Services (AWS) environment for the ultimate in security, survivability, resiliency, and up-time operations. A private, virtual phone system will be created just for The City of Stevenson utilizing the Wildix Unified Communication system and will perform all system features as defined in RFP, with some available as upgrade options and not included in quote pricing. The proposed solution is a "Turn-Key" system that will support The City of Stevenson as requested with full service and support and capable of growth into the future and for all your additional facility locations.



Company Background Information

What We Do

Class5 Technologies is a telephone, network, and computing services and installation company. Proudly serving customers in the Portland Metro Area and Columbia River Gorge from our offices in Vancouver, WA and Bingen, WA. Our local technicians have experience installing, servicing, and repairing telephone and networking systems. We specialize in complete start-to-finish installations from basic infrastructure to complex voice and data integration. Voice over IP, otherwise known as VoIP, is a favorite at Class5. We service and install pure IP systems or hybrid systems, depending on our clients' needs. Class5 also offers hosted options for our clients, running all over the country from our offices in Bingen, and Vancouver Washington.

Our History

Class5 Technologies has been serving Oregon and Washington based companies for over 28 years. Originally, Class5 was founded under the Northwest Communications name in 1985 as an Oregon based business. In 2005, Northwest Communications opened its Bingen, Washington office, changed ownership and company name to NW Communication Systems. Since then, we have grown and expanded into Vancouver, WA to support our clients in the greater Portland Metro area. NW Communication Systems has been an authorized Toshiba Dealer and installer since July of 2005. We also support and maintain a wide range of legacy systems by Toshiba, AT&T, Lucent, Avaya, Nortel, Norstar, Panasonic, and many others.

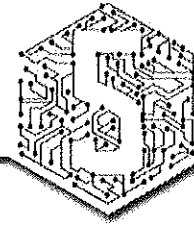
In 2017, NW Communication Systems merged its Telecom, IT, and Cloud Services divisions into a new entity now called Class5. As we continue to grow, we look forward to supporting our 600+ local business customers utilizing a wide array of systems. Our deep experience helps provide our clients with the best service possible.

What We're About

We at Class5 Technologies take pride in our work and service to our clients. At the heart of it, we are a service company that leverages technology to help our clients achieve their business goals. The technology we utilize has been carefully evaluated and selected to meet our customers' needs now and into the future. We deliver solutions, not just equipment. Each customer is unique and so are their IT needs. By putting each client's needs first, we form a business partnership that lasts well into the future beyond the initial sale. When clients win, so does Class5.

Vancouver, WA
360-949-1381
Bingen, WA
509-493-4353

CLASS



Formerly NW Communication Systems

Company Background Information Cont'd

Legal Name of the Company

Paskey Enterprises, Inc. DBA: Class5

Number of years in business

34 years. Founded in 1985, under current ownership since 2005 (14 years)

Headquarters location

5300 MacArthur Blvd., Ste. 102
Vancouver, WA 98661
509-493-4353
www.class5technologies.com

Company type

Founded in Washington State on July 14, 2005 as an "S" corporation.
DUNS# 016997269

Number of employees: 7

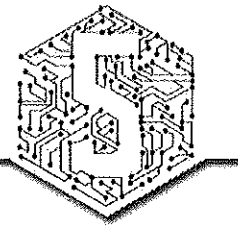
Customer Support & Operations: 1
Administrative Support: 1
Telecommunications: 4
Computer & Network: 1

Tax ID number

Federal Tax ID# 55-0901016

Company Experiences and References

See Exhibit A for reference information



1. Response to RFP Requirements

Proposers should provide in-line responses to all requirements outlined below:

Technical Requirements

Platform

Does the vendor develop and maintain the platform solution in-house or does it resell another vendor's solution? Resell of Wildix platform.

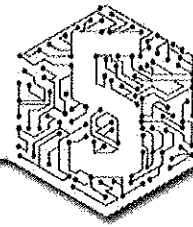
Where is the platform hosted? Is it centrally hosted or geographically distributed? Please provide a map or list of datacenter hosting locations. Describe guaranteed availability/up-time. Include standard Service Level Agreement (SLA). Nationally hosted in protected data centers in Portland, OR and replicated to other regional centers.

1. What business continuity / system survivability options are available? Cloud/Offsite Backup
2. What happens to service in the event of a local power or WAN outage?
 - Power automatically protected via multi-layered UPS and independent generator systems with infinite run-time.
 - Automatic protection from WAN outages via advanced routing protection algorithms and redundant multi-homed WAN service with multiple carriers.
3. Please describe platform security measure. How is call data protected?
 - High security controlled access data center via biometrics, and 24 hour security camera monitoring with alert notification, and alarm.
 - Call data fully encrypted in real-time and point-to-point call authentication enforced.

Service

City of Stevenson requires the following basic phone service requirements:

Service	Vendor Response (Y/N) / QTY*	Included or Optional**
Number portability for all numbers	YES/ALL	INCLUDED
Extension dialing, regardless of geographic location	YES	INCLUDED
Unlimited local dialing	YES	INCLUDED
Unlimited domestic long distance	YES	INCLUDED
International dialing (include current rates)	YES	Optional
Toll-Free service (include current rates)	YES	Optional



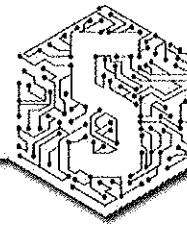
System Management

1. How is the system managed/administered? Please describe customer Administrator interface.
 - Administration included with service (Free). Customer can manage individual extensions via web interface if desired.
2. Is self-service supported? Yes
3. How are moves, adds, and changes performed? Remote Support Service
4. How is service added, removed? Remote Support Service
5. Please describe real-time reporting options. Call logs via WEB browser interface

Features / Functions

City of Stevenson requires the following basic features/functions:

Feature	Vendor Response	Included or
	(Y/N) *	Optional**
Cloud managed platform	YES	INCLUDED
Direct dial user number	YES	INCLUDED
Conference calling/Voice conference technology	YES	INCLUDED
Caller ID/Speaker phone	YES	INCLUDED
Call forwarding using mobile or desk application	YES	INCLUDED
Unified messaging	YES	INCLUDED
Hot desking	YES	INCLUDED
Virtual Fax	YES	INCLUDED
Intercom capabilities	YES	INCLUDED
Mobility/softphone	YES	INCLUDED
Find me/Follow me	YES	INCLUDED
Chat/Presence	YES	INCLUDED



5. Implementation

What is your standard operating procedure for implementing a project such as this? Please give a brief overview of your methodology, not a detailed project implementation plan.

1. Discuss the roles on your implementation team, such as Account Manager, Business Analyst, Project Manager, Tester, Trainer, etc.
 - Project Coordinator – Manages preparation and customer contact
 - Technician – Programming, implementation, training, and service
2. What are the typical challenges in this type of implementation? Network infrastructure
3. What is the typical timeline for an implementation of this nature?
 - 7-10 Business days for material procurement
 - 5 Business days for programming consultation
 - 1 Business day for installation and implementation
 - 1 Business day for training and programming adjustments

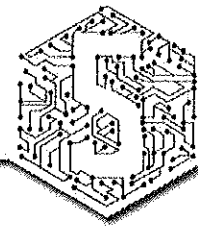
6. Support and Maintenance

Platform Maintenance

1. What is your strategy for ensuring connection is operating 24/7?
 - High survivability data center
 - Advanced multi-homed and redundant WAN
2. What is your strategy for upgrading your current service?
 - Quarterly scheduled maintenance windows to apply system updates
3. Is deployment of changes seamless, non-disruptive, and remote? Explain the process.
 - Varies according to update. Typically, minimal down-time and remotely performed.
4. Are new features automatically available to existing customers? Or is a service upgrade required? Typically, available after system updates.

Customer Service and Technical Support

1. What levels (tiers) of service do you offer and what are the details of each level of service?
 - Single level direct customer support.
2. Detail the issue resolution process.
 - Ticketing process with tracking
3. What is your average time to solve a moderate to difficult issue? 1 business day
4. Is support available 24x7?
 - Standard Support M-F 8AM-5PM
 - Emergencies 24x7x365 w/1 hour call-back



Survivability / Redundancy

1. How is the vendor's service delivery platform distributed?
 - Nationally
2. Are there multiple, redundant instances at geographically dispersed datacenters?
 - Yes
3. What happens to service in the event of a public Internet outage?
 - Typically, this instance is restricted to a single carrier outage and is resolved by automatically re-routing our connection at the data center through an alternate carrier.
4. What happens to service in the event of a local power or WAN failure?
 - This is interpreted as an outage at the customers (local) site. In such cases, your service will automatically still receive and route calls as defined by your auto attendant and voicemail handling rules. E.g., Calls to main number will reach auto attendant and route according to options defined. Calls will route to voicemail until local WAN service restored.
 - Messages left in Users voicemail boxes will continue to be delivered via email.
 - Optionally, if customer is using the Twinning feature with the cellphone app, calls will automatically ring to off-site destinations or cellular devices.
5. What routing options does the vendor provide in the event of an outage?
 - See response to #3 above.

7. Pricing

The RFP evaluation process is designed to award this procurement to the vendor whose proposal best meets the requirements of this RFP provided the cost is within the budget. The proposal shall include all costs for collecting, reporting and implementing the work to be done as required by the Scope of Work. **No estimates shall be excepted.** Vendors are required to collect and pay all Washington State sales tax, if applicable. Costs for subcontractors are to be broken out separately, if needed.

Proposers should complete the Pricing Proposal Form (Attachment 1 to this RFP). Additional vendor sales quotes, hardware details, or other pricing material may be included in this section.

See Quote Attachment: Powered by Wildix Hosted VoIP #RR000791 for details.



RFP Schedule

This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

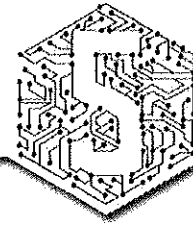
Activity	Date/Time
RFP Released	Wednesday, May 8, 2019
Deadline for Questions	Tuesday, May 28, 2019, 4:00 pm
Answers Released / Addenda Issued	Friday, May 31, 2019
Proposal Submission Deadline	Wednesday, June 5, 2019, 4:00 pm
Proposal Review	Thursday, June 6, 2019
Bidder Presentations / Negotiations	June 10-14, 2019
Award	Thursday, June 20, 2019
Contract Start	Monday, June 24, 2019
Implementation Period	June 24 – July 28, 2019
Go-Live	Monday, July 29, 2019

Cost of Preparing RFP Response

All costs associated with responding to this RFP are the sole responsibility of the responding company.

Non-Discrimination

All selected vendors must comply with the City of Stevenson’s equal opportunity requirements. The City of Stevenson is committed to a program of equal employment opportunity regardless of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. It is the City of Stevenson’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Class5 is an Equal Opportunity Employer.



Non-Collusion

Submittal of a signed response to this RFP constitutes a sworn statement that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham submittal, or to refrain from responding. Affirmed.

Warranty

The vendor shall warranty that the information is true and correct at the time of the submission. Affirmed.

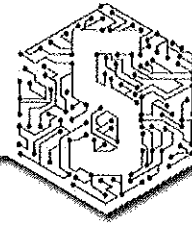
Additional Information

Submitted responses to this RFP become the property of the City of Stevenson, WA. The City of Stevenson reserves the right to use any and all ideas included in any response without incurring any obligations to the responding company or committing to procurement of the proposed services. Affirmed.

Attachments

- Pricing Proposal Form
 - See Quote Attachment: Powered by Wildix Hosted VoIP #RR000791 for details.

- City of Stevenson – Blank Professional Services Agreement, for informational purposes on our required contract language.
 - Professional Services Agreement to be negotiated upon award of project. City of Stevenson’s standard agreement is not structured for a term service agreement with discount incentives that require performance assurances and will need to be updated.



Pricing Proposal Form

See Quote Attachment: Powered by Wildix Hosted VoIP #RR000791 for details.

Description	Unit Price	QTY	TOTAL
Account setup			
Project Management			
Solution Sales Engineering			
Number Porting			
Solution Configuration / Customization			
Solution Testing / Verification			
Deployment support			
User Training (remote)			
User Training (onsite)			
Administrator Training (remote)			
Administrator Training (onsite)			
Deployment Engineering / Technical Support (remote)			
Deployment Engineering / Technical Support (onsite)			
Hardware			
Standard Handset - Make/Model: _____ (Purchase option)			
Executive Handset - Make/Model: _____ (Purchase option)			
ATA device (for traditional fax, analog interface)			
Voice gateway (to support survivability options) (Optional)			

Exhibit A: Reference Information



Videoconference



SMS



Geo-location



Centralized Phonebook



Desktop Sharing



Mobility



Console Interface



Online History



Calls and Video calls



FAX-Server



File Sharing



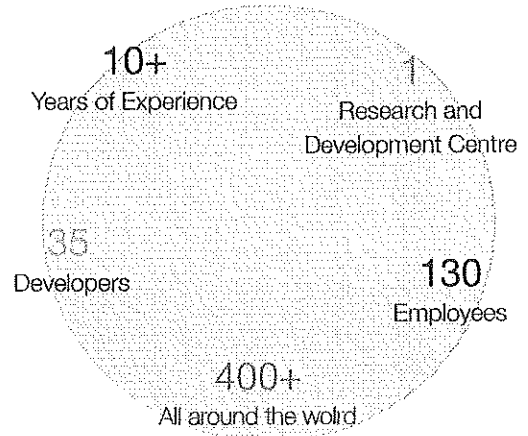
Chat

Browser-based Unified Communications and VoIP PBX

Get to know Wildix

Wildix is a multinational company developing browser-based solutions for unified communications and VoIP products. The company relies on the network of certified business partners who install Wildix systems in Europe and the United States. In 2005, Wildix established its research and development centre in Odessa. Over the next few years, the company, headquartered in Italy, opened sales offices in France, Germany, the Netherlands, Estonia, the USA and the United Kingdom.

The Wildix solution is aimed at small and medium-sized enterprises with between 50 and 1,000 users, who need to provide their employees and associates with efficient but simple communication tools.

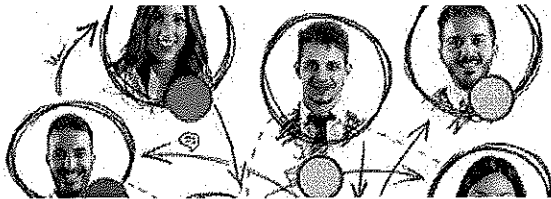


The Advantages of the Wildix Solution

- 1 Complete and scalable solution to improve communication.
- 2 Low rate of abandonment among users: positive ROI (return on investment).
- 3 Easy to use and manage.
- 4 Compatible with all web browsers, Windows and macOS. Mobile App for Android and iOS.
- 5 Unified Communications for Customer Service on your website with Wildix Kite.
- 6 Compatible with the most popular CRM and ERP systems.
- 7 Mobility: one phone number for all devices.
- 8 Phones with Android OS, touch screen, WLAN and Bluetooth.
- 9 No installation of client software.
- 10 Ready for the Cloud

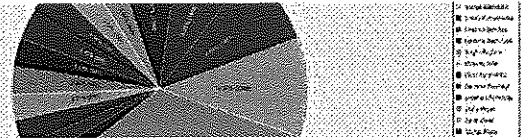
Increases Productivity | Increases Engagement | Shortens the Distance

Collaboration



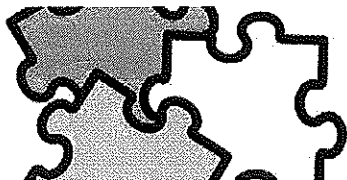
Wildix Collaboration is a **web-based tool** that allows your employees to communicate with colleagues in a convenient, fast and secure way. With just one click, they can join a conference, make a voice or video call, share their desktop, send a fax or send a reminder.

CDR-View



Evaluation and analysis of call activities and costs

TAPI and Web TAPI



Integration in Windows and Web-Applications

Kite and Videoconference



Wildix Kite is a professional solution for WebRTC-based business communication and enables the deployment of unified communications technologies on corporate websites.

Chat, voice and video call, desktop sharing or file transfer

- everything can be started directly from the website with just one click.

The Most Complete Solution on the Market

PBX



Hardware PBX



Virtual PBX

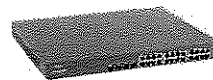


Hardware PBX

Media Gateways / Switch



Media Gateways
ISDN / FXO / FXS / GSM

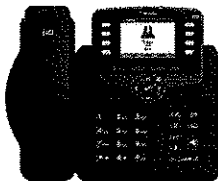


Switches

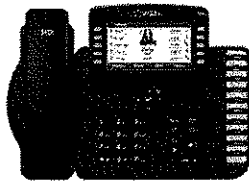
Telephones



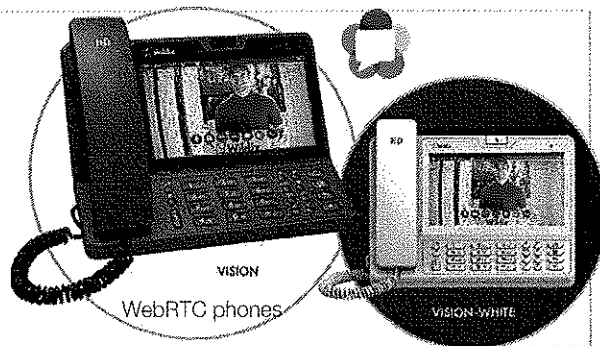
WP410



WP480G



WP490G



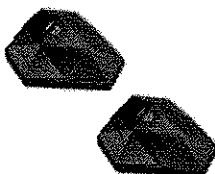
WebRTC phones



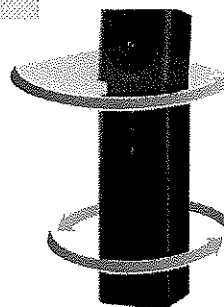
ubiconf - The Wildix WebRTC Videoconference



ubiconf-Voice
speakerphone



ubiconf-Voice
optional microphones



120°
super-wide
angle camera

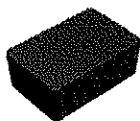
360°
microphone

ubiconf-Huddle

Accessories



WP490 EXT
Module



WPEHS Adapter



Data Storage

Headsets



WHS - mono



WHS - duo

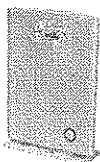


Bluetooth

DECT-Solution



W-Air Base
Small Business



W-Air Base Station



Repeater



W-AIR 70



W-AIR 100



W-AIR 150



W-AIR HEADSET



5-year warranty for Wildix products

Wildix products are designed to be updated over time in order to adapt to changes in the IT landscape.

For this reason we want to ensure the perfect performance of our hardware and software upgrades for at least 5 years from the purchase date.

What our customers say about us:



One of the company's benefits is Wildix being an innovative IT company - open and transversal - not just another telephony company. This allowed us to create real synergy with Wildix."

Alessio Porcellati, IT Manager for **Tempur**



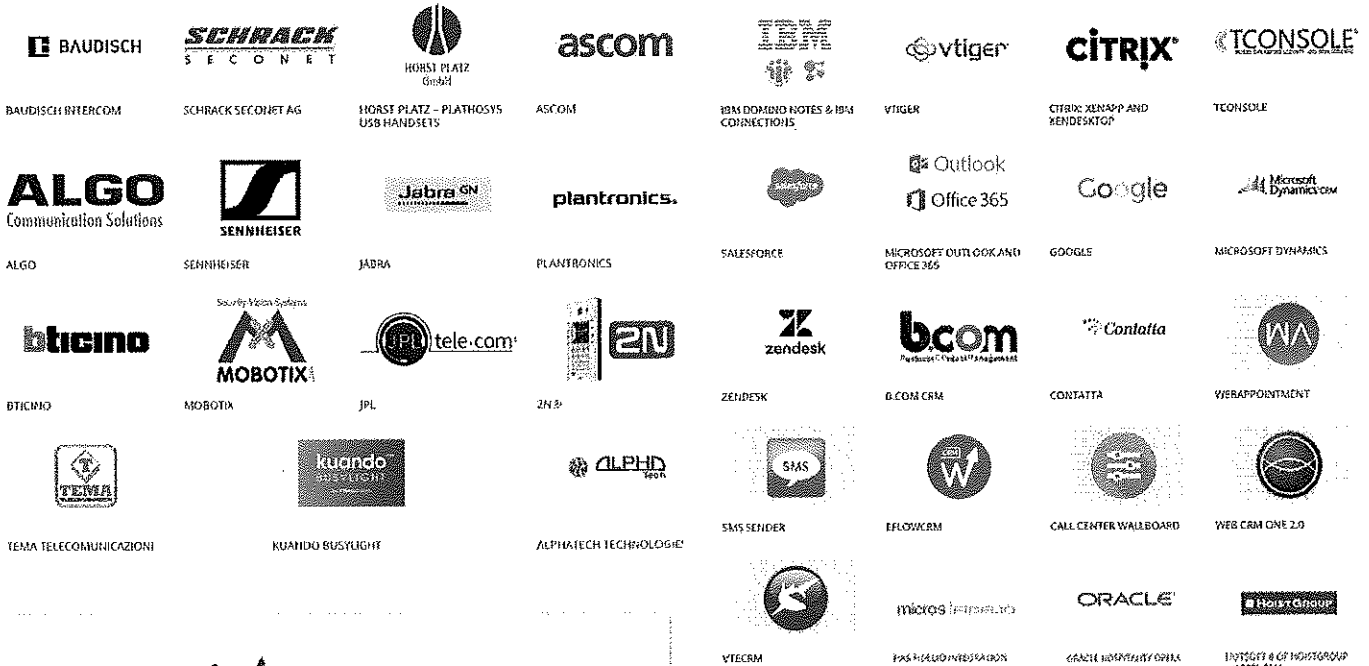
Thanks to the installation of a Wildix system we have cut down on our costs by at least 50%, and have introduced a new, faster system of communication between our collaborators abroad and the main headquarters, thanks to Unified Communications and Smartphone Apps."

Daniele Soldarini, Purchasing Manager for **Electronic Systems**

Hardware

Integrations

Software

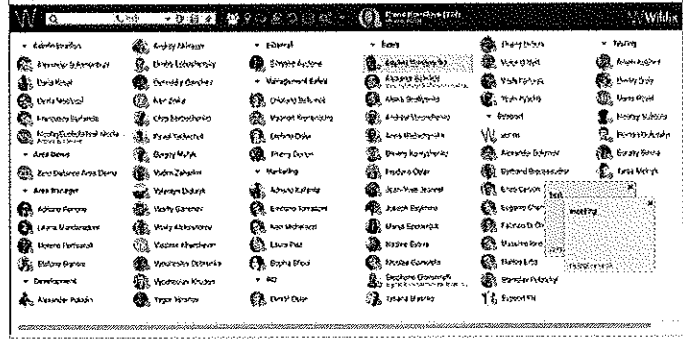


Wildix UK Ltd | Business Innovation Centre,
Harry Weston Rd, Coventry CV3 2TX
www.wildix.co.uk | Email: info@wildix.com
Tel: +44 3300 563 634

Collaboration web interface offers a customizable view of colleagues, grouped by work teams, and provides real time presence information of users. One click is enough to start communication with a colleague.

Basic features:

- no client to install
- call
- chat
- memo messages
- Fax and SMS
- video call
- screen sharing
- file transfer



Compatibility

Web-based, no installation is required
Mac OS X 10.8 or higher (accessible via the latest version of an HTML5 browser)

Microsoft Windows 7 or higher (accessible via the latest version of an HTML5 browser)

Linux (accessible via Chrome browser)
Apps for Android and IOS

Chat / Presence

Presence status (online / offline)
User-defined status (DND / Absent) and status message
Device status (ringing / talking)
Sync of user status on all the devices
Geolocation

Instant messaging
Multi-user chat
Personal images of users
Desktop sharing, remote control
File transfer

Possibility to see the calls of colleagues (limited via ACL)
Pop-up notifications of incoming calls and chat messages
Map view of colleagues

Audio, video, call management

Secure communication / advanced encryption
Audio / Video calls
Click2Call
Active device selection for call reception / call generation
Audio conference

WebRTC video conferencing
DTMF sending
Integrated Softphone
Place a call / Hang up / Answer a call / Hold / Mute / Conference / Blind and attended call transfer
Call recording

Attended Console (available in a separate browser tab)
Visualisation of caller name / number

Events history

Outgoing / Incoming calls / missed calls (synced on all the devices registered to account)
Redial

Faxes and Voicemail messages
Missed calls notifications (synced on all the devices)
New Voicemail notifications

CDR-View extension (analysis of call activity and reporting)
Access to faxes, call recordings, Voicemail messages

Phonebooks and Search of contact

Access to shared PBX phonebooks (MSSQL, MySQL, LDAP, Active Directory, Office 365, Microsoft Outlook, Google, Exchange Server, CSV)

Personal phonebooks
Access to phonebooks limited via ACL

Search field with quick action menu (call, fax, chat, SMS, email, call-me-back)

Fax / SMS / memo messages

Fax / SMS sending to one or more numbers
Outgoing faxes queue

Virtual memo messages and call-me-back requests (colleagues)

Personal memo messages
History of memo messages

Settings

Configuration of Function keys (BLF keys)
Interface languages: English, Italian, French, German, Spanish, Dutch, Russian, Bulgarian
Possibility to edit the personal colleagues list

Setting of DND / Absent status and status message
Activation of phone features (DND, Call forwarding, call waiting, call timeout, missed calls notification, Ringtone, Call waiting, mobility extension)

Pop-up URL settings
Possibility to add a personal image
Possibility to set geolocation

Additional components

Mac OS X / Microsoft Windows Integration Utility (allows user to start calls from various applications and web pages, to send faxes using Wildix Fax Printer, adds support for URIs click2call)

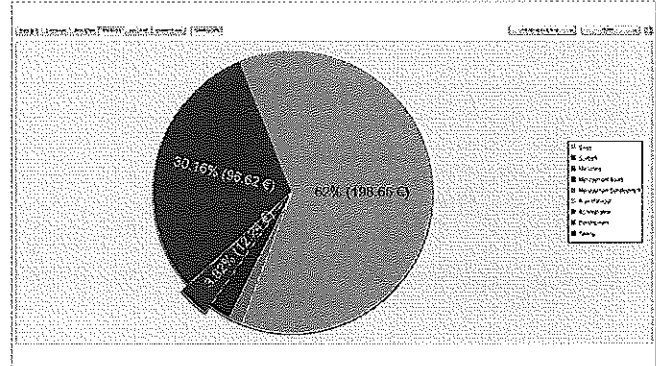
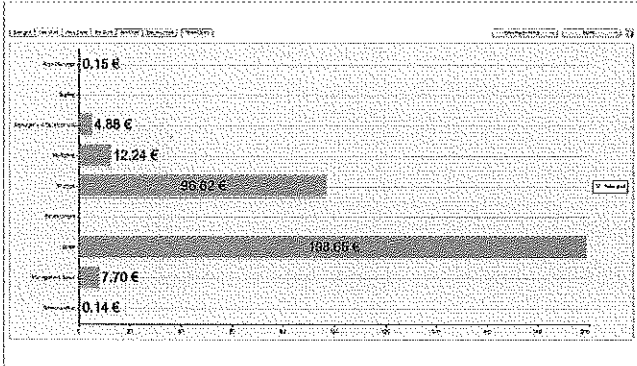
Screen sharing component (includes remote control)
Google Chrome browser extension (quick access and click2call from Chrome browser)

Headset integration (enables call answer and hang up and other features using a button on a compatible bluetooth headset)

Reporting and analysis of contact center performance and employees call activity.

Tool for call traffic monitoring at 360 degrees (quantity, duration, type, costs of calls, peak hours), helping you to calculate the company productivity and optimize the business strategies.

Without monitoring, control and analysis there is no strategy. Wildix offers efficient reporting tools that provide you with the information relative to the call activity of the employees, such as number, duration, type and costs of all the calls received and made by your call agents.



Technical Specifications

OS

Mac OS X 10.8 and higher

Microsoft Windows 7 and higher

Web browsers

Google Chrome / Safari / Mozilla Firefox (dernière version)

Access

Available in offline mode
Possibility to limit access via ACL groups

Access from Wildix Collaboration in a separate browser window

Wildix applications

Collaboration

Installation of CDR-View launcher (Integration Utility) via Wildix Collaboration

Filters

Predefined filters: By time / By group / By trunk / External calls / Outgoing calls / Incoming calls / Cost by / Trunk usage by group
Call list (a quick overview of call activity)

Adjustable filters: direction, services, cost, tags, talk time, period, trunk, PBX
Search by number / group / contact / search pattern

Grouping and Metrics

Grouping by: Hour / Hour of the day / Day / Day of the week / Week / Month / Month of the year / year / User / Group / Business partner / Company / Number / Trunk / Tag / Country / Class / Between Users / Between Groups

Metrics: Count of events (Count / Count by service / Count by status / Count by destination / Count by SLA); Cost of events (Cost / Cost by service / Avg. cost by service); Talk time of events (Talk time / Talk time by direction / Avg. talk time by direction)

Data view and export

Data grid / Line Chart / Area Chart / Column Chart / Bar Chart / Pie Chart
Save and share reports

Export: data grid - XLS/CSV ; charts - PNG

Settings

Possibility to select sync period

SLA settings


CLASS5

5300 MacArthur Blvd

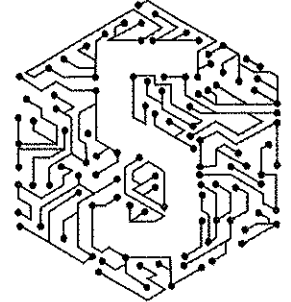
Suite 102

Vancouver, WA 98661

3609491381

 s5technologies.com

CLASS



Powered By Wildix Hosted VoIP (36 month)

Quote # RR000791 Version 1

Prepared for:

City of Stevenson

Prepared by:

Rick Refsland

Equipment Purchase - VOIP

Description	Discount	Price	Qty	Ext. Price
<p>WP480 Standard SIP phone WP480G Phone</p> <ul style="list-style-type: none"> • 2.8" color display 320*240 • 2 x Gigabit Port 10/100/1000 • PBX phonebooks • PoE IEEE 802.3af • Online call history • Visual / Audio BLF • Voicemail notification • Presence monitoring in phonebook • Caller image • Max 16 BLF keys • 802.3az Green Ethernet • Support of WPEHS • Quick DND key 	\$0.00	\$139.65	8	\$1,117.20
<p>Vision SIP phone - 7" color Touchscreen, 2mp Cam, WiFi, Bluetooth Vision Phone - Black</p> <ul style="list-style-type: none"> • 7" color display 1024*600 • Android 5.1 OS • Touchscreen • 2 x Gigabit Port 10/100/1000 • PBX phonebooks • 120 BLF keys • PoE IEEE 802.3af • Online call history • Presence monitoring in phonebook • Visual / Audio BLF • Voicemail notification • Quick DND key • 802.3az Green Ethernet • Support of WPEHS • Presence & Chat • 2MP webcam • WebRTC videoconference • WiFi 802.11b/g/n • Bluetooth 2.0 • USB 2.0 • Caller image 	\$0.00	\$472.00	1	\$472.00
Wildix Conference (5 year Wildix Manufacturers Warranty)				
<p>USB / Bluetooth conference HD speaker with 3 mic's ubiconf-Voice speakerphone is specially designed for Wildix WebRTC video conference and ensures efficient collaboration in large conference rooms.</p> <ul style="list-style-type: none"> • Plug&Play • Connect to PC via USB • Connect to mobile phone via Bluetooth • Talk time: 4 hours • Three built-in microphones with 360-degree coverage • Reception distance: up to 4 meters • Application: ubiconf conference, Mobile Apps for iOS / Android, Vision / SuperVision, WP600AXX, W-AIR 150 	\$0.00	\$261.45	1	\$261.45

Powered By Wildix Hosted VoIP (36 month)

Prepared by:
CLASS5
 Rick Refsland
 3609491381
 Fax 5094932569
 rick.refsland@class5technologies.com

Prepared for:
City of Stevenson
 7121 E. Loop Rd.
 PO Box 371
 Stevenson, WA 98648
 Leana Kinley
 (509) 427-5970
 leana@ci.stevenson.wa.us

Quote Information:
Quote #: RR000791
 Version: 1
 Delivery Date: 06/06/2019
 Expiration Date: 07/05/2019

Quote Summary

Description	Amount
Equipment Purchase - VOIP	\$1,850.65
Set Up Charges (Nonrecurring) - VOIP	\$230.00
Total:	\$2,080.65

Monthly Expenses Summary

Description	Amount
Powered By Wildix	\$239.55
Monthly Total:	\$239.55

Payment Options

Description	Payments	Interval	Amount
Term Options			
36 Months	36	Monthly	\$239.55
	1	One-Time	\$2,080.65

Summary of Selected Payment Options

Description	Amount
Term Options: 36 Months	
Selected Recurring Payment	\$239.55
Total of Recurring Payments	\$8,623.80
Total of Payments	\$2,080.65

Terms and Conditions

Terms and Conditions

CLASS5 MASTER TERMS AND CONDITIONS OF SERVICE (VoIP)

This document is between CLASS5(CLASS5) and the Customer ("Customer") of the VoIP voice service as identified on the Master Services Agreement. Any CLASS5 services or products ("Services") made available to Customer shall be governed by the terms and conditions herein. By activating the Services, Customer acknowledges reading, understanding and accepts the terms and conditions herein.

1. **TERMS AND CONDITIONS.** The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby objected to by CLASS5, and any such documents shall be wholly inapplicable to any sale made or service rendered here-under and shall not be binding in any way on CLASS5. No waiver or amendment to this contract or these terms and conditions shall be binding on CLASS5, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of CLASS5.

2. **TERM.** The term of this Agreement ("Term") begins on the date of installation and continues for a continuous thirty-six (36) month period, unless otherwise noted. At the end of Term, the Services are automatically renewed on a Month to Month basis. Customer agrees to pay for remaining Services for the duration of the Term. Expiration of the Term does not alleviate Customer of responsibility for paying all unpaid, accrued charges due here-under. Upon end of Term all Services will revert to current Month to Month pricing.

3. 911 AND SERVICE REQUIREMENTS.

a. **911.** Customer acknowledges that CLASS5's Services do not support traditional 911 emergency dialing at this time. CLASS5 does offer limited 911 services as described in the paragraph immediately below. Nevertheless, Customer agrees to notify as appropriate, any of its users of the Services, who may place calls using Customer's phone services, of the 911 limitation. CLASS5 advises Customer to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services.

b. **Outages due to Electrical, Internet or other General Failures.** Customer acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. Customer acknowledges that the Services will not function if there is an interruption of Customer's broadband or high-speed Internet access service.

c. **Non-Voice Systems.** Customer acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. Customer has no claim against CLASS5 for interruption or disruption of such systems by the Services.

4. **EQUIPMENT.** In offering the Services, CLASS5 may supply CLASS5 owned Equipment to Customer. All Equipment shipments are F.O.B. CLASS5's facility. CLASS5's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer shall be required to obtain authorization from CLASS5 to return any Equipment. CLASS5 will repair or replace Equipment if the Equipment is deemed to be defective. CLASS5 will not cover replacement for lost, stolen, mistreated or modified equipment. Unless and until any equipment is specifically purchased, all equipment remains the property of CLASS5.

5. BILLING, CHARGES AND PAYMENT.

a. **Payment.** Upon purchase of the Service, Customer must provide an authorization for automatic Electronic Funds Transfer or a valid credit card number from an accepted issuer (American Express, MasterCard or Visa). Customer authorizes CLASS5 to charge the Customer via EFT or credit card number for all charges arising from Customer's use of the Services. Customer agrees to notify CLASS5 of any change to the bank or credit card information including, but not limited to, changes in account number, expiration date or billing address. CLASS5 shall not be responsible for any charges made by the bank or credit card issuer to Customer's account for exceeding credit limit, insufficient funds or other reasons.

b. **Credit Terms.** All Services provided to Customer and covered by the Agreement shall at all times be subjected to credit approval or review by CLASS5. Customer will provide such credit information or assurance as is requested by CLASS5 at any time. CLASS5, in its sole discretion and judgment, may discontinue credit at any time without notice.

c. **Billing.** CLASS5 will send or make available to Customer a monthly invoice for the Services and bill all charges invoiced to Customer's account to the Customer credit card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. CLASS5 reserves the right to charge the Customer credit card for toll charges at any time if Customer's cumulative toll charges for the current month exceed two hundred and fifty dollars (\$250.00). Billing for monthly service fees commences upon purchase of the Services, and the monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

d. **Late/Non-Payment.** If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, insufficient funds, or declined Customer credit card charges, CLASS5 may suspend or terminate the Services and all accrued charges shall be immediately due. CLASS5 may charge Customer interest (1.5% per month) on those charges and a late fee of 10% of the past-due balance. If customer fails to pay CLASS5 within 30 days of billing date, CLASS5 has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, Customer agrees to immediately pay all amounts owed to CLASS5. CLASS5 reserves the right to charge Customer a \$150.00 reestablishment of service fee. Upon disconnect a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, CLASS5 has the right to repossess any CLASS5 owned items to offset monies owed without liability for damage or trespass.

e. **Taxes.** Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides CLASS5 with an appropriate exemption certificate. If any amounts paid for the Services are refunded by CLASS5, applicable taxes may not be refundable.

- 12. **TECHNICAL SUPPORT.** CLASS5 will make available technical support to Customers via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied unless agreed to in writing by CLASS5 and Customer.
- 13. **BREACH.** In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due here-under, Customer shall reimburse CLASS5 for all attorney, court, collection and other costs incurred by CLASS5 in the enforcement of CLASS5's rights here-under and CLASS5 may keep any deposits or other payments made by End- User.
- 14. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold CLASS5, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.
- 15. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall CLASS5 or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided here-under whether due to a breach of contract, breach of warranty, the negligence of CLASS5 or its vendors or otherwise.
- 16. **WARRANTY AND LIABILITY LIMITATIONS.** CLASS5 makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither CLASS5 nor its vendors will be liable for unauthorized access to CLASS5's or Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or and other method, regardless of whether such damage occurs as a result of CLASS5's or its vendors' negligence. Any claim against CLASS5 must be made within 30 days of the event of the claim and CLASS5 has no liability thereafter. CLASS5's liability is limited to repair, replacement, credit or refund. CLASS5 may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than CLASS5. In no event shall CLASS5's total liability here-under exceed the amounts paid by the Customer to CLASS5 in the prior twelve (12) months from the date of claim.
- 17. **EXPORT COMPLIANCE.** Customer agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.
- 18. **PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.** Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by CLASS5 or its vendors, except as provided in section #7 in this Agreement.
- 19. **SOFTWARE COPYRIGHT.** Any software used by CLASS5 in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.
- 20. **SURVIVAL.** The provisions of section 4, 5, 14, 15, 16 and 17 shall survive any termination of the Agreement.
- 21. **NOTICES.** CLASS5 communicates with its Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time of registration for the Services or as subsequently specified by Customer ("Email Address"). Customer is responsible for notifying CLASS5 of any Email address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided here-under.
- 22. **FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).** CLASS5 shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of CLASS5 that may occur in spite of CLASS5's best efforts.

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

Date _____

RESOLUTION 2019-18

Statement of position on Initiative 1639

WHEREAS, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the US Constitution, and, under Article 1, Section 2 and 24, of the Constitution of the State of Washington and shall not be impaired, and;

WHEREAS, there is a strong culture of gun rights, self-protection and the need to use various guns and weapons as tools in everyday life in rural communities, along with the strong feelings regarding the use of guns in a recreational manner that exists amongst the citizens of Skamania County that may not be of similar concern in the urban populations and;

WHEREAS, Initiative 1639 was passed by the voters of the State of Washington in November of 2018 and it imposes a number of required conditions on law abiding citizens who wish to possess, transfer and purchase a firearm and;

WHEREAS, there remain many questions as to how implementation of the law can be fully carried out due to ambiguous language found in the initiative passed, hindering an effective enforcement effort and;

WHEREAS, there are a number of legal challenges currently filed in state and federal court that call into question the constitutional legality of various components of I-1639 and it is unlikely that the Washington State Courts and Federal Courts will address these legal challenges prior to the effective date of this law on July 1, 2019 and;

WHEREAS, the Board of County Commissioners recognizes the requirements of I-1639 present numerous financial impacts on the limited financial resources of Skamania County, its elected officials and their government responsibilities. Along with the questions concerning implementation of I-1639 enumerated below:

1-TRAINING REQUIREMENTS

2-ENHANCED BACKGROUND CHECKS

3- SECURE GUN STORAGE

4-WAIVER OF CONFIDENTIALITY

5-ANNUAL VERIFICATION, and;

WHEREAS, the Washington State Attorney General acknowledges "*law enforcement officials have broad discretion to set their own priorities and target their staff and resources where investigation and enforcement is most needed*", and;

WHEREAS, the background checks required by Initiative 1639 are not discretionary and the Skamania County Sheriff's Office will continue to perform these checks as the law requires and;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SKAMANIA COUNTY, to be in concurrent agreement with the Skamania County Sheriff in recognition of the need to have clarity on the elements contained within I-1639, one cannot in good faith assert enforcement authority pursuant to I-1639 over the law-abiding firearms owners of Skamania County until such time as the above-mentioned questions have been resolved and;

BE IT FURTHER RESOLVED, at such time the Judicial and Legislative branches of our State Government have rendered decisions and clarifications on I-1639, the Board of County Commissioners will commit to further discussion on the impacts of full implementation of I-1639 within Skamania County and;

BE IT FINALLY RESOLVED; we commit to the citizens of Skamania County that the defense of your constitutionally protected, God given rights, shall continue to guide our decisions as they relate to the application of this Initiative.

Dated this 21st day of May, 2019.

ATTEST:



Debbie Slaw
Clerk of the Board

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

Approved as to form only:

[Signature]
Skamania County Prosecuting Attorney

Aye 5
Nay 0
Abstain 0
Absent 0



June 12 , 2019

Congressman Greg Walden,

Cc: Transportation and Infrastructure Chair DeFazio and Ranking Member Graves,

OneGorge is a coalition of local governments and private sector representatives in the bi-state region of the Columbia Gorge Scenic Area. OneGorge strongly supports federal action necessary to provide a waiver for the Port of Cascade Locks from Title 23 of the federal code for the construction of a Bicycle and Pedestrian lane to the Bridge of The Gods in Cascade Locks, Oregon. The Bridge of the Gods is designated as a part of the Pacific Crest Trail system. The narrow 1926 era bridge is a key transportation and commerce link between Oregon and Washington in the Scenic Area. In recent years a significant increase in hikers and pedestrian traffic is creating significant public safety concerns as vehicles and pedestrians must share the same surface. Last year over 7000 hikers were recorded used the bridge. Attaching a lane to the existing bridge will alleviate this public safety concern.

Outdoor recreation is a strong and growing sector of our local economy in the Columbia River Gorge. The Gorge is truly a mecca for outdoor recreation enthusiasts who visit our area throughout the year to experience world class recreational activities from hiking and biking to snow, water and wind sports.

Adding a Bike/Ped lane to the Bridge of the Gods will provide a missing link in our local recreation infrastructure. The Columbia River Gorge is a destination for bikers who love to explore the road and trails throughout the area. The state of Oregon and the federal government are currently making a significant investment in building an iconic bike trail that will link Portland with the east end of the Gorge and significantly expand biking opportunities throughout the region. But when the trail is complete there will still not be a safe way for bikers to cross from Oregon into Washington as no bridge in the region is suitable to ride across safely.

OneGorge strongly believes that adding a Bike/Ped lane to the Bridge of the Gods will significantly improve public safety in the region and also provide a boost to our local recreation-based economy. We the undersigned, strongly support providing a waiver from the Title 23 requirements for toll facilities, so that the Port of Cascade Locks can be eligible for federal funding of this important project.

Sincerely,

The Undersigned, facilitated by OneGorge



City of Stevenson
Public Works Department

(509)427-5970

No. 19-19

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-1600-00

Address: 66 SW Russell Avenue, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 66 SW Russell Avenue identified a building encroachment of 336 square feet over the City of Stevenson Right of Way line (Attachment A).
- Neither Schumacher, Harry R & Donna Lee nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1910 before the City established a building department with the authority to review and inspect new construction.
- These businesses provide retail and construction services to the community
- The above described encroachment (which includes an awning above sidewalk), protects pedestrians from weather, and is considered to be an asset.
- The City finds that the benefits derived from this business exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Schumacher, Harry R & Donna Lee its successors and assigns

To: Continue the building encroachment of a 336 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Schumacher, Harry R & Donna Lee (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party

or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Schumacher, Harry R & Donna Lee

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.



Existing Property Line
(typ)

Existing Right-of-Way Line
(typ)

North Banks Books/ Invision
66 SW Russell Ave
0207011160000
Schumacher

Legend

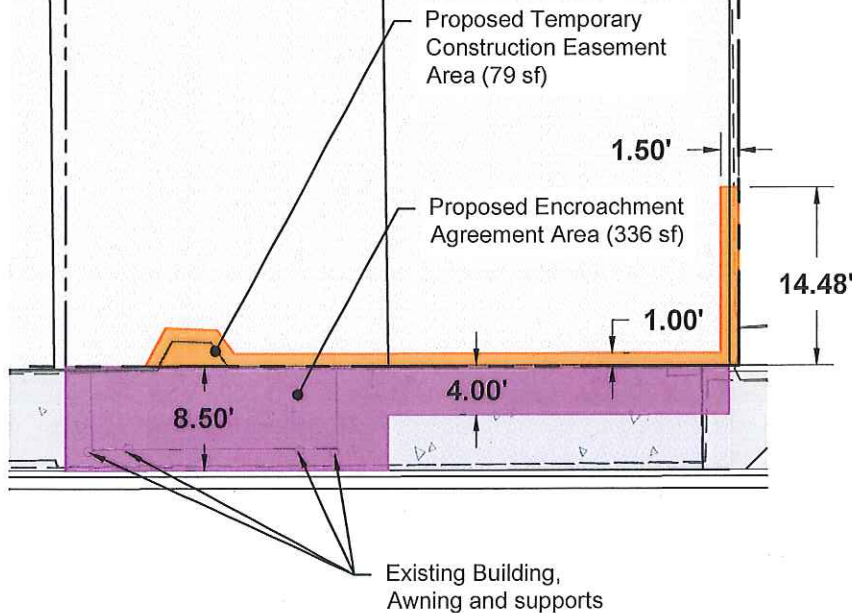
	Existing Curb & Sidewalk
	Existing Building
	Proposed Encroachment Agreement Area
	Proposed Temporary Construction Easement Area
	Proposed Curb & Sidewalk

North Banks Books/ Invision

Owner: Schumacher

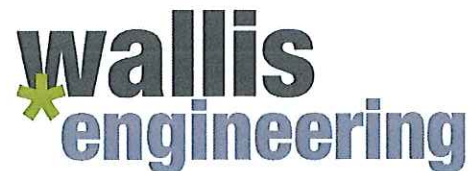
Property Address:
66 SW Russell Ave
Stevenson, WA 98648

Tax Lot: 0207011160000



SW Russell Avenue

DRAFT





City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 66 SW Russell Avenue, Stevenson, WA 98648

Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

(509)427-5970

No. 19-22

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-4700-00

Address: 127 SW Russell Avenue, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 127 SW Russell Avenue identified a building encroachment of 20 square feet over the City of Stevenson Right of Way line (Attachment A).
- Neither Toledo, Carlos R & Jennifer A nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a road with buried and above ground utilities.
- The structure was originally constructed in 1905 before the City established a building department with the authority to review and inspect new construction.
- This business provides food services to the community
- The City finds that the benefits derived from this business exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Toledo, Carlos R & Jennifer A its successors and assigns

To: Continue the building encroachment of a 20 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Toledo, Carlos R & Jennifer A (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Toledo, Carlos R & Jennifer A

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

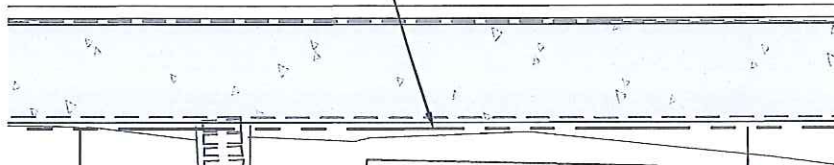
In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

SW Russell Avenue



0 10 20
SCALE IN FEET

Existing Right-of-Way Line
(typ)

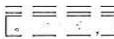
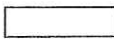




Proposed Encroachment
Agreement Area (20 sf)

The Crossing Take Out
127 SW Russell Ave
02070111470000
Toledo

Existing Property Line
(typ)

Legend

-  Existing Curb & Sidewalk
-  Existing Building
-  Proposed Encroachment Agreement Area
-  Proposed Curb & Sidewalk

The Crossing Take Out

Owner: Toledo

Property Address:
127 SW Russell Ave
Stevenson, WA 98648

Tax Lot: 02070111470000

DRAFT

wallis
*
engineering



City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 127 SW Russell Avenue, Stevenson, WA 98648

Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

(509)427-5970

No. 19-18

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-4500-00

Address: 113 SW Russell Avenue, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 113 SW Russell Avenue identified a building encroachment of (9 square feet) over the City of Stevenson Right of Way line (Attachment A).
- Neither Steponaitis, Algis E. & Petra M. Jakobs nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public’s use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1910 before the City established a building department with the authority to review and inspect new construction.
- The business provides cultural services to the community which includes providing access to fine arts
- The City finds that the benefits derived from this business exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Steponaitis, Algis E. & Petra M. Jakobs its successors and assigns

To: Continue the building encroachment of a 9 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Steponaitis, Algis E. & Petra M. Jakobs (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Steponaitis, Algis E. & Petra M. Jakobs

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

SW Russell Avenue



Proposed Temporary Construction Easement Area (78 sf)

Proposed Encroachment Agreement Area (9 sf)

Legend

-  Existing Curb & Sidewalk
-  Existing Building
-  Proposed Encroachment Agreement Area
-  Proposed Temporary Construction Easement Area
-  Proposed Curb & Sidewalk
-  Proposed Landscaping Area

Existing Concrete Stairs

1.00'

Hawk Merlin Studios
113 SW Russell Ave
02070111450000
Steponatis

Existing Property Line (typ)

Existing Right-of-Way Line (typ)

Hawk Merlin Studios

Owner: Steponatis

Property Address:
113 SW Russell Ave
Stevenson, WA 98648

Tax Lot: 02070111450000

DRAFT





City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 113 SW Russell Avenue, Stevenson, WA 98648
Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

(509)427-5970

No. 19-17

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-1500-00

Address: 62 SW Russell Avenue

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 62 SW Russell Avenue identified a building encroachment of 63 square feet over the City of Stevenson Right of Way line (Attachment A).
- Neither Harry R. Schumacher and Donna Lee, nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public’s use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1910 before the City established a building department with the authority to review and inspect new construction.
- The business provides essential retail services to the community.
- The above described encroachment (which includes an awning above sidewalk), protects pedestrians from weather, and is considered to be an asset.
- The City finds that the benefits derived from covered sidewalks exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Harry R. Schumacher and Donna Lee its successors and assigns

To: Continue the building encroachment of a 63 Square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Harry R. Schumacher and Donna Lee (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Harry R. Schumacher and Donna Lee

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

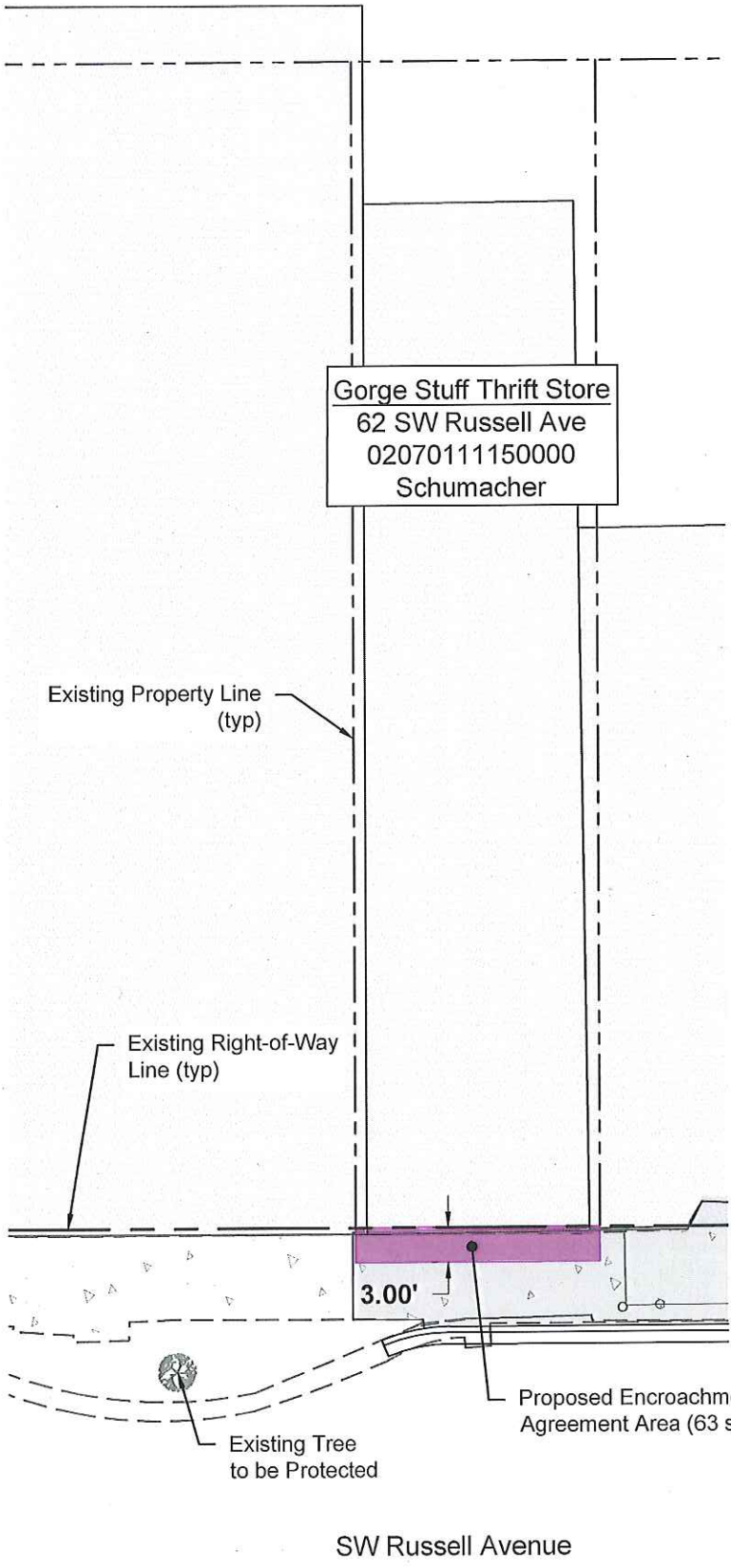
The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.



0 10 20
SCALE IN FEET



Legend

	Existing Curb & Sidewalk
	Existing Building
	Proposed Encroachment Agreement Area
	Proposed Curb & Sidewalk

<u>Gorge Stuff Thrift Store</u>	
Owner:	Schumacher
Property Address:	62 SW Russell Ave Stevenson, WA 98648
Tax Lot:	02070111150000

DRAFT





City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 62 SW Russell Avenue, Stevenson, WA 98648

Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

(509)427-5970

No. 19-20

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-2000-00

Address: 74 SW Russell Avenue, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 74 SW Russell Avenue identified a building encroachment of 432 square feet over the City of Stevenson Right of Way line (Attachment A).
- Neither Schumacher, Harry R & Donna Lee nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1907 before the City established a building department with the authority to review and inspect new construction.
- This business provides public information services to the community
- The above described encroachment (which includes an awning above sidewalk), protects pedestrians from weather, and is considered to be an asset.
- The City finds that the benefits derived from this business exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Schumacher, Harry R & Donna Lee its successors and assigns

To: Continue the building encroachment of a 432 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Schumacher, Harry R & Donna Lee (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party

or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Schumacher, Harry R & Donna Lee

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.



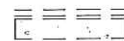
0 10 20
SCALE IN FEET

Existing Property Line (typ)

Existing Right-of-Way Line (typ)

The Skamania County Pioneer
74 SW Russell Ave
0207011200000
Schumacher

Legend



Existing Curb & Sidewalk



Existing Building



Proposed Encroachment Agreement Area



Proposed Temporary Construction Easement Area



Proposed Curb & Sidewalk

The Skamania County Pioneer

Owner: Schumacher

Property Address:
74 SW Russell Ave
Stevenson, WA 98648

Tax Lot: 0207011200000

Proposed Temporary Construction Easement Area (112 sf)

Proposed Encroachment Agreement Area (432 sf)

4.00'

1.00'

9.00'

Existing Building, Awning and supports

SW Russell Avenue

DRAFT

wallis
engineering

April 2

197



City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 74 SW Russell Avenue, Stevenson, WA 98648
Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

No. 19-21

(509)427-5970

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-2800-00

Address: 188 SW First Street, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 188 SW First Street identified a building encroachment of 11 square feet over the City of Stevenson Right of Way line (Attachment A).
- Neither **Robinson, Barbara J** nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1950 before the City established a building department with the authority to review and inspect new construction.
- This structure provides a residence for an established member of the community
- The City finds that the benefits derived from this residence exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Robinson, Barbara J its successors and assigns

To: Continue the building encroachment of a 11 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. **Robinson, Barbara J** (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Robinson, Barbara J

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A
City of Stevenson Planning Director

Date _____

ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.

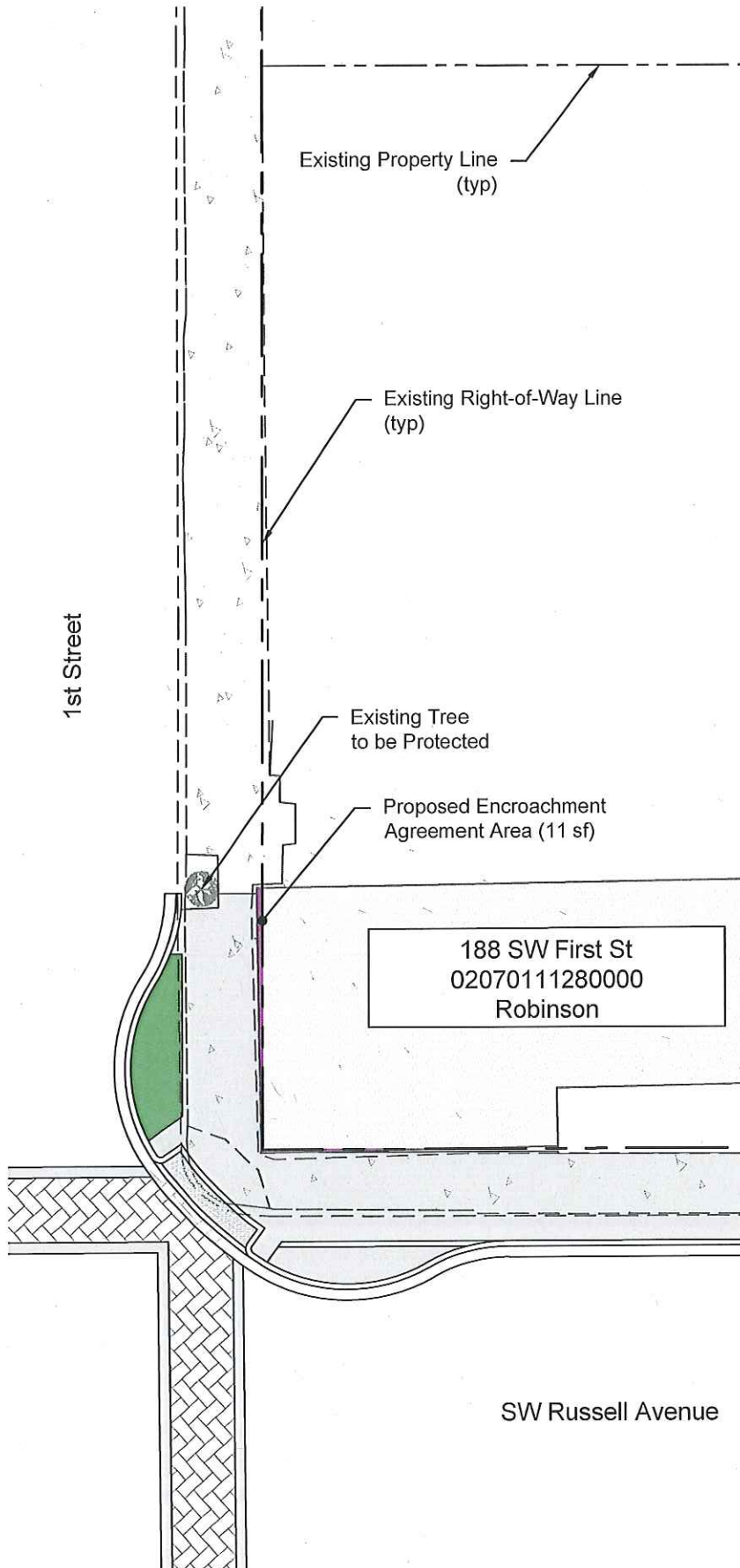


0 10 20
SCALE IN FEET

Legend

	Existing Curb & Sidewalk
	Existing Building
	Proposed Encroachment Agreement Area
	Proposed Curb & Sidewalk
	Proposed Landscaping Area

Owner: Robinson
Property Address:
188 SW First St
Stevenson, WA 98648
Tax Lot: 02070111280000



1st Street

Existing Property Line (typ)

Existing Right-of-Way Line (typ)

Existing Tree to be Protected

Proposed Encroachment Agreement Area (11 sf)

188 SW First St
02070111280000
Robinson

SW Russell Avenue

DRAFT





City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 188 SW First Street, Stevenson, WA 98648
Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date



City of Stevenson
Public Works Department

No. 19-16

(509)427-5970

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

RIGHT OF WAY USE PERMIT

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

Tax Parcel: 02-07-01-1-1-1400-00

Address: 220 SW 2nd Street, Stevenson, WA 98648

Findings:

- A Survey of the public right of way, prepared by Klein and Associates, Inc. for the City of Stevenson right of way adjacent to 220 SW Second Street identified a building encroachment (134 square feet) over the City of Stevenson Right of Way line (Attachment A).
- Neither Hood Creek, LLC. nor the City of Stevenson were aware of the encroachment until the survey was completed.
- The above described encroachment is not interfering with the public's use of the right of way – a public sidewalk with buried and above ground utilities.
- The structure was originally constructed in 1940 before the City established a building department with the authority to review and inspect new construction.
- The business provides essential real estate services to the community.
- The above described encroachment (which includes an awning above the sidewalk), protects pedestrians from weather, and is considered to be an asset.
- The City finds that the benefits derived from covered sidewalks exceeds lease value and does not intend presently to assess a lease charge for the space beyond the ROW permit fee.

TYPE D RIGHT OF WAY PERMIT IS HEREBY GRANTED TO (Permittee): Hood Creek, LLC its successors and assigns

To: Continue the awning encroachment of a 134 square feet portion of the City of Stevenson right of way with the understanding that the permittee will be responsible for the maintenance of all portions of the structure located within the encroachment. Hood Creek, LLC (permittee) and its successors or assigns do commit to removing the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced.

No work relating to the removal of the encroachment if the building were ever replaced or if the portion of the building that is in the encroachment were replaced shall be done under this permit until the party or parties to whom it is granted shall have communicated with the City of Stevenson forty-eight (48) hours prior to start of construction.

Responsible parties shall notify the City of Stevenson twenty-four (24) hours prior to completion of such work for final inspection by the Public Works Department. All work shall be in accord with standards and terms set forth in WAC 136-40 and City of Stevenson Ordinance No. 1027, summarized on the reverse side.

The undersigned Permittee hereby accept this permit subject to the terms and conditions as herein set forth.

I HAVE READ ORDINANCE 1027 ON THE REVERSE AND AGREE WITH ITS TERMS.

PERMITEE

Hood Creek, LLC

By: _____
Signature

Name (Printed)

City of Stevenson, Public Works Director

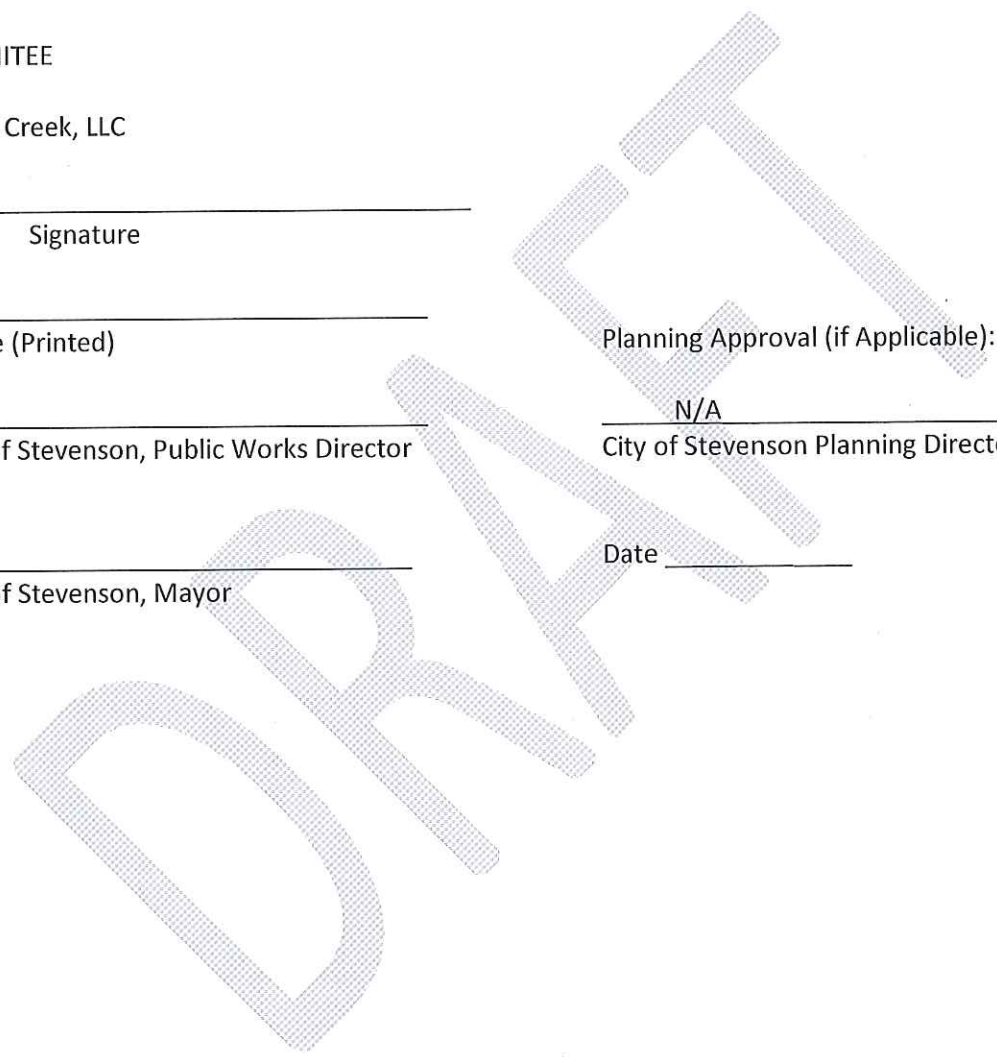
City of Stevenson, Mayor

Planning Approval (if Applicable):

N/A

City of Stevenson Planning Director

Date _____



ORDINANCE NO. 1027

AN ORDINANCE ADDRESSING CITY OF STEVENSON, WASHINGTON REGULATIONS AND PROCEDURES FOR UTILITY INSTALLATIONS, EXCAVATIONS, REPAIRS AND OTHER USES OF CITY RIGHTS OF WAY AND REPEALING PORTIONS OF TITLE 12 STREETS, SIDEWALKS AND PUBLIC PLACES, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Stevenson is legally vested in rights of ways, and it would benefit the City to have an ordinance setting forth the laws relating to the use of the City's rights of way to protect and preserve the public health, safety and welfare and develop processes to implement these goals.

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public: the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agrees to protect the City of Stevenson and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said City of Stevenson for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgments after the said suit or action shall have finally been determined if adverse to the City of Stevenson.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a City street in such a manner as to interfere with the travel over said road.

If the work done under this permit interferes in any way with the drainage of the city streets, the grantee shall wholly and at his own expense make such provision as the Director may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Director.

All of the work herein contemplated shall be done under the supervision of and to the satisfaction of the Director and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the City from granting other permits of like or other nature to other public or private utilities, nor shall it prevent the City from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

The Director may revoke, annul, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notice given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted to a condition satisfactory to the City's Director.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the City or of any City employee shall be the sole expense of the grantee, his successors or assigns.



0 10 20
SCALE IN FEET

Legend

	Existing Curb & Sidewalk
	Existing Building
	Proposed Encroachment Agreement Area
	Proposed Curb & Sidewalk

Windermere
 220 SW Second St
 0207011140000
 Hood Creek, LLC

2nd Street

Proposed Encroachment Agreement Area (134 sf)

4.00'

Existing Tree to be Protected

Windermere
 Owner: Hood Creek, LLC
 Property Address:
 220 SW Second St
 Stevenson, WA 98648
 Tax Lot: 0207011140000

DRAFT



SW Russell Avenue



City of Stevenson

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

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

5/20/2019

Michelle Newlean
WSDOT Local Programs ROW Manager
P O Box 47390
Olympia WA 98504-7390

Dave Leighow, Realty Officer
Federal Highway Administration (FHWA)
Washington Division Office

Through

Dawn Fletcher
Local Programs ROW Specialist
WSDOT SW Region
PO Box 47390
Olympia, WA 98504-7390

RE: Request for FHWA/WSDOT Approval to Dispose or Grant Use of Excess Right of Way (ROW) 220 SW 2nd Street, Stevenson, WA 98648
Agency: City of Stevenson

The above property has been reviewed by Agency staff and has been determined to be surplus to our needs per 23CFR 710.403, 23CFR 710.409, Chapter 25.14 of the Local Agency Guidelines (LAG) Manual 36-63, and Chapter 11-7 of the Right of Way (ROW) Manual 26-01. We are requesting that the appropriate WSDOT/FHWA review be completed so that the property can be declared surplus and sold or used for another purpose.

By checking the boxes below, the Agency certifies:

There was federal aid in the purchase of this property, which was part of parcel no. _____ on the _____ project, and the Federal Aid no. was _____.

The Agency will charge the current fair market value for the disposal or use of the real property.

OR

* The agency requires approval to dispose or grant use of the property for less than current fair market value for the disposal or use as provided under 23 CFR 710.403(e)(1) through (6) which is subject to approval from FHWA. Selling for less than fair market value creates a federal nexus and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property. Upon approval, the Agency will include a reversion clause in the deed. **Attached is the agency's written request showing the exception is in the overall public interest based on social, environmental, or economic benefits, or is for a non-proprietary governmental use.**

The lands will not be needed for transportation purposes in the foreseeable future.

Agency personnel viewed the site and declare that it is vacant of all staff and equipment.

The right of way being retained is adequate under present day standards for the transportation facility.

The property is not located within Interstate right of way.

OR

* The property is located within Interstate right of way. If this is the case, FHWA approval of this disposal will be required and NEPA is triggered and NEPA, NHPA, and ESA documentation must be completed prior to lease or disposal (23CFR 771.11(d)(6). When a local jurisdiction is acquiring the property for a project, they often have this completed when applying to purchase the property.

The surplus or use will not adversely affect the facility or the traffic using it. The lands to be disposed of, used or relinquished are not suitable for retention to restore, preserve, or improve the scenic beauty and environmental quality adjacent to the transportation facility.

The lands to be disposed of, used or relinquished are not suitable for inclusion in our wetlands inventory, or to restore our roadside operational, environmental, visual or auxiliary functions.

The lands to be disposed of, used or relinquished are not needed for a park and ride lot, flyer stop, or similar facility to accommodate high occupancy vehicles.

The lands to be disposed of, used or relinquished are not needed for a park, conservation, recreation or related purpose.

No hazardous material is present on the site, and any necessary clean-up has been completed.

This disposal action proposed use does not have significant adverse environmental impacts and satisfies 23 CFR Part 771.117(d)(6).

The lands to be disposed of, used or relinquished were not required for mitigation purposes for the federal aid project in which they were purchased.

The Federal share of net income from the disposal or use of this property will be used for activities eligible for funding under title 23 of the United States Code.

The Agency will keep an accounting of the use of proceeds from the disposal or use of property acquired with federal funds for other eligible Title 23 activities.

The Agency will notify the Local Programs ROW Manager at (360) 705-7329 of any change in the disposal status or use of the property.

Submitted By:

Eric Hansen, City of Stevenson Public Works
Director

Date

WSDOT Approval:

Michelle Newlean, WSDOT Local Programs Right
of Way Manager

Date

***FHWA Approval (if applicable):**

Dave Leighow, FHWA Realty Officer

Date

**CITY OF STEVENSON
PERSONAL SERVICES CONTRACT**

This contract is between the City of Stevenson and Sound Employment Solution, LLC hereafter called Contractor. City's Contract Administrator for this contract is Leana Kinley, City Administrator.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2019.

Statement of Work

- (a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.
- (b) The completion schedule for the work is identified in Exhibit A.

Consideration

- (a) City agrees to pay Contractor a sum not to exceed \$20,000 for accomplishment of the work, including any allowable expenses.
- (b) Interim payments shall be made to Contractor according to the schedule identified in Exhibit A.

Travel and other expenses

Reimbursement of travel and other expenses is allowed only in accordance with City travel policy effective at the time of contract execution except as further defined in Exhibit A.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Janice Corbin, Principle Address: Sound Employment Solution, LLC
Social Security No: _____ 1170 Mukilteo Speedway, Ste 201
Federal Tax ID No: 91-2123426 Mukilteo, WA 98275
Contractor License No: 602-130-092

Citizenship: Non resident alien Yes No
Business Designation (Check one): Individual Sole Proprietorship
 Partnership Estate/Trust
 Corporation Public Service Corporation
 Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Leana Kinley, City Administrator Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

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

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contract is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability
Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its

subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Leadership Team Development – City of Stevenson
Submitted by Janice Corbin, Sound Employment Solutions, LLC

I. Introduction

Leana Kinley, City Administrator for the City of Stevenson (“City”), contacted Janice Corbin of Sound Employment Solutions, LLC (“Consultant”) and requested assistance in helping the City’s Leadership Team (“LT”) develop new strategies for more effectively manage the increased demands the City is facing. Increased business development and growth has put a greater emphasizes on the need for the Leadership Team to work together more cohesively, to respond more quickly, and make decisions more comprehensively.

This proposal is being submitted absent direct knowledge of each member of the Leadership Team, which includes the Planning, Public Works, and Administrative Services. Based on the information the City Administrator shared with the Consultant, it appears the Leadership Team is struggling with managing competing demands when faced with resolving complex problems when the team encounters conflict or personality clashes, and in determining the plan for moving forward. The lack of the team’s common goals and well-established internal processes and procedures, the team will struggle in managing the demands the City is facing with increased economic growth, additional oversight by regulatory agencies, and the City’s business and residential communities.

The Consultant will work with the City Administrator and the members of the Leadership Team in determining the team’s short/long-term goals, and in implementing an effective mechanism and processes that will bring consistency in how the City conducts business and delivers services.

This work may be incorporated into a Strategic Plan.

II. Objectives

The Consultant will work with the Leadership Team as a group and as individuals using a SWAT analyzes approach to determine the primary objectives of each department, the reliance of each department on others, and what prevents the team from working together cohesively.

The Consultant will provide the team members with different strategies to use when faced with increased demands for service, how to make decisions and solve complex problems encountered for the first time, and how to resolve conflict and differences (internal and external) productively.

The Consultant will provide the members of LT with a variety of tools they may use to re-establish trust within the team, with employees, and with the community members. Additional tools will include problem-solving and decision-making models, conflict resolution techniques, how to hold each mutually accountable using a crucial conversation format, and an instrument the team will use to self-evaluate its effectiveness in using the tools and strategies established as part of their work with the Consultant.

The Consultant's work will be delivered in a series of mini-workshops (3 hours), one-on-one coaching sessions, facilitated discussions, and online training (designed by the Consultant). Subjects covered as part of the training may include the following: The Four Characteristics of Success Teams, How to Resolve Conflict and Conduct Crucial Conversations, and Strategic Thinking – A to Z.

The goal of the Consultant's work will be for the Leadership team to produce a higher quality of work, communicate more effectively internally and externally, and better utilization of the City's financial and staffing resources.

III. Logistics

The City will provide the Consultant with copies of relevant job descriptions, personnel policies and evaluation instrument, and any plans/goals as determined by the City Council, or government or regulatory agency.

The Consultant will begin the work by interviewing the key parties to include all department heads and the City Administrator. After the interviews, the Consultant will present the City Administrator with an outline of the training, coaching, and tools the LT will learn via training and coaching. Once approved, the Consultant and City Administrator will work together to schedule the dates and time of the work to be completed. The Consultant will maintain and provide to the City a contact log of all phone calls, online training, or coaching sessions (absent content and identify of the individual employee) as evidence of work completed.

Additional work with the City Council or required attendance of the Consultant at a City Council meeting is outside of the estimated budget. The Consultant welcomes the opportunity to work with City Council members, but that body of work will need to be budgeted.

IV. Estimated Budget

The Consultant estimates the scope of work takes 40- 60 hours to accomplish, but the project is based on a budget of \$10,000 over the four-month duration of the project and not on an hourly rate. The Consultant and the City will work to complete the work over a four-month period, which will include a follow-up session in early November.

Exhibit A

The Consultant will charge the City a monthly flat rate of \$2,250 per month, payable monthly in arrears, for the months of July, August, September and October of 2019. The final payment of \$1,000 will be paid with the completion of the final meeting/evaluation process completed in November.

Additionally, the Consultant will be reimbursed for mileage for travel from La Center, WA to Stevenson, WA at the then current federal mileage rate, and one meal a day consistent with the state per diem rate when on site for more than 3 hours. On the rare occasion when an overnight stay is necessary and City agrees, the City will reimburse the Consultant for the hotel costs at an agreed-upon rate.

Either party may terminate this agreement at any time for any reason. In case of termination, the City will pay the Consultant a prorated sum for the work done up and until the date of notice of termination at the flat fee rate. This cause allows the City to terminate the Consultant's work at any point if the City Administrator or Council decides the work is unproductive or the goals have been met.

The parties agree Consultant is an independent contractor and not an employee of the City of Stevenson. Consultant shall obtain City business license and maintain vehicle liability insurance at all times while performing this contract.

V. Contact Information

Janice Corbin, Principle
Sound Employment Solution, LLC
11700 Mukilteo Speedway, Ste 201
Mukilteo, WA 98275
P. 206.334.5003
E. sescorbin@msn.com
www.soundemploymentstolutions.com

Leana Kinley, City Administrator
City of Stevenson
7121 E. Loop Rd
P.O. Box 371
Stevenson, WA 98648
P. 509.427.5970

FED ID 91-2123426
IUB 602-130-092

**CITY OF STEVENSON, WASHINGTON
RESOLUTION NO. 2019-337**

**RESOLUTION DECLARING A LOCAL EMERGENCY FOR CONSTRUCTION DUE
TO NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PERMIT VIOLATIONS ON WASTEWATER EFFLUENT**

WHEREAS, the City of Stevenson Wastewater Treatment Plant Operator has reported that on January 29th and 30th there was a solids washout resulting in a TSS and BOD effluent violation of the city's NPDES permit at the Wastewater Treatment Plant. There were subsequent washouts and effluent violations on February 18th, March 13th and April 1st. The city is in the process of designing upgrades at the Plant with plans to begin construction in 2021. Through this design process interim measures were identified to improve performance of the plant and reduce the instances of NPDES violations. These interim measures are currently under review by the Department of Ecology for approval. Due to the nature of the violations and the operations of the Plant, it is necessary to follow through on the construction and installation of the interim measures during the dry months of summer with lower plant flow. The Public Works Department does not have the ability to perform the construction and installation of the interim measures; and

WHEREAS, delay of the construction may cause future effluent violations; and

WHEREAS, there is an emergency present, which necessitates the utilization of emergency powers granted pursuant to the City of Stevenson Comprehensive Emergency Management Plan;

WHEREAS, to properly access appropriate services and equipment in a timely manner the City may need to waive competitive bidding requirements and award all necessary contracts on behalf of the City to properly address the incident.

NOW THEREFORE, the Stevenson City Council do resolve as follows:

Section 1. There is hereby declared an emergency as defined by RCW 39.04.280(3) due to the unforeseen nature of the condition and the immediate risk to damage property and endanger health.

Section 2. Pursuant to the emergency declared in Section 1, the City Public Works Department is authorized to enter into contract and incur obligations necessary to address such emergency with approval of the Mayor. Emergency measures may include construction, procurement and installation services and other related activities necessary to abate the emergency.

Section 3. The declaration of a local emergency set forth in Section 1 shall terminate when, in the Mayor's judgment, the emergency measures contained herein are no longer required to safeguard property and public health.

Passed by the City Council this 20th day of June, 2019 by not fewer than a majority plus one of the Council.

Scott Anderson, Mayor

ATTEST:

Leana Kinley, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, Attorney



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Business Establishment Alarm	4
Child Abuse or Neglect	1
Citizen Assist	1
Civil Process	2
Criminal Mischief	1
Dead Body	1
Problems with Dogs	4
Domestic Violence	2
Found Property	4
Fraud	3
Harrass	4
Incomplete 9-1-1 Calls	1
Information Report	5
Jail Problems/Inmate Problems	1
Juvenile Problem	6
Medical Emergency	31
Mental Health Problems	2
Patrol Request	2
Traffic Collision Prop Damage	1
Possession of Marijuana	1
Request Traffic Enforcement	1
Sex Offense/Abuse	1
Shooting Noise	1
Suspicious Person/Circumstance	5
Theft Other Property	3
Theft Automobile	1
Threats	1
Traffic Hazard	2
Traffic Stop	2
Tresspassing	2
Unsecure Premise	1
Vagrancy	1
Vandalism/Mailic Misch	1
Violation Court Orders	2
Wanted Person - Warrant	3
Welfare Check	3

Total reported: 107

Report Includes:

All dates between `00:00:00 04/01/19` and `00:00:00 05/01/19`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Problems with Dogs	1
Found Property	1
Medical Emergency	1

Total reported: 3

Report Includes:

All dates between `00:00:00 04/01/19` and `00:00:00 05/01/19`, All agencies matching `SCSO`, All natures, All locations matching `22`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Law Total Incident Report, by Nature of Incident

<u>Nature of Incident</u>	<u>Total Incidents</u>
Hazardous Materials	1
Theft Other Property	1

Total reported: 2

Report Includes:

All dates between `00:00:00 04/01/19` and `00:00:00 05/01/19`, All agencies matching `SCSO`, All natures, All locations matching `19`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

<u>Violation</u>	<u>Description</u>	<u>Total</u>
26.50.110	VIO PROTECT ORDER	1
46.16.010	EXP VEH TAB LS 2 MON	1
46.16.010.1	EXP VEH TAB OV 2 MON	2
46.20.342	DR W/LIC PRIV SUSP	1
46.30.020	Driving Without Insurance	1
46.61.400	SPEEDING	2
9A.56.050	THEFT III	3

Report Totals

11

Report Includes:

All dates of issue between `00:00:00 04/01/19` and `00:00:00 05/01/19`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

Stevenson Municipal Court
Summary of Cases Filed 2019

Updated 6/7/2019

<u>Charge</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Criminal Non-Traffic												
Assault 4th Degree	1	2	1	-	1	-	-	-	-	-	-	-
Bail Jumping	-	-	-	-	-	-	-	-	-	-	-	-
Disorderly Conduct	-	-	1	-	-	-	-	-	-	-	-	-
Malicious Mischief III	-	-	-	-	-	-	-	-	-	-	-	-
Minor in Possession (Marijuana)	-	-	-	-	-	-	-	-	-	-	-	-
No Contact/Protection/Antiharass Order Vio	1	-	1	-	-	-	-	-	-	-	-	-
Obstruct law enforcement	1	-	2	-	-	-	-	-	-	-	-	-
Resisting Arrest	-	-	-	-	-	-	-	-	-	-	-	-
Supply Liquor/Premises to Minor	-	-	-	-	-	-	-	-	-	-	-	-
Theft 3	-	1	1	4	1	-	-	-	-	-	-	-
Other Criminal Non-Traffic	-	-	1	-	-	-	-	-	-	-	-	-
Total Criminal Non-traffic	3	3	7	4	2	0	0	0	0	0	0	0
Criminal Traffic												
DUI/Physical Control	1	-	-	-	1	-	-	-	-	-	-	-
Operate Vehicle w/o Ignition Interlock	-	-	-	-	-	-	-	-	-	-	-	-
No Valid Op License or Driving While Suspended	1	3	1	1	-	-	-	-	-	-	-	-
Hit & Run	-	-	-	-	-	-	-	-	-	-	-	-
Reckless Driving	-	-	1	-	1	-	-	-	-	-	-	-
Total Criminal Traffic	2	3	2	1	2	0	0	0	0	0	0	0
Non-Traffic Infraction												
Dog Running at Large	-	-	-	-	-	-	-	-	-	-	-	-
Open/Consume Alcohol Public Place	-	-	-	-	-	-	-	-	-	-	-	-
Open/Consume Marijuana Public Place	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor Burning Violation	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Traffic Infraction	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Infraction												
Vehicle Registration (Fail to Register/Expired)	-	-	-	2	-	-	-	-	-	-	-	-
Fail to Signal	-	-	-	-	-	-	-	-	-	-	-	-
Fail to Wear Safety Belt	-	-	-	-	-	-	-	-	-	-	-	-
Fail to Yield Right of Way	-	1	-	-	-	-	-	-	-	-	-	-
Following too Close	-	-	-	-	-	-	-	-	-	-	-	-
Improper Passing on Left	-	-	-	-	-	-	-	-	-	-	-	-
Leaving Unattended Veh on Roadway	-	-	-	-	-	-	-	-	-	-	-	-
Negligent Driving 2nd Degree	-	-	-	-	-	-	-	-	-	-	-	-
No Motorcycle Endorsement	-	-	-	-	-	-	-	-	-	-	-	-
No Valid Operator's License/No License on Person	-	1	-	1	-	-	-	-	-	-	-	-
Open Alcoholic Container	-	-	-	-	-	-	-	-	-	-	-	-
Op Motor Vehicle w/o Headlights when Req'd	-	-	-	-	-	-	-	-	-	-	-	-
Op Motor Vehicle w/o Insurance	2	1	3	2	-	-	-	-	-	-	-	-
Speeding	-	1	-	3	2	-	-	-	-	-	-	-
Wrong Way on One-Way Street	-	-	-	-	-	-	-	-	-	-	-	-
Total Traffic Infractions	2	4	3	8	2	0	0	0	0	0	0	0
Parking Infractions												
Illegal Parking, Standing, Stopping	-	-	-	-	-	-	-	-	-	-	-	-
Total Traffic Violations & Citations:	4	7	5	9	4	0	0	0	0	0	0	0
2019 Monthly Total Violations & Citations	7	10	12	13	6	0	0	0	0	0	0	0
2019 Year-to-Date Total Violations & Citations	7	17	29	42	48	48	48	48	48	48	48	48
YTD Traffic related 2019 YTD:	4	11	16	25	29	29	29	29	29	29	29	29
YTD Traffic related 2018 YTD:	14	35	59	70	85	101	110	115	116	119	122	124
YTD Traffic related 2017 YTD:	4	5	12	12	14	19	23	23	29	30	31	35
YTD Traffic related 2016 YTD	6	10	16	21	26	42	63	68	75	97	100	103

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor:	Skamania County Chamber of Commerce
Reporting Period:	May 2019
Amount Due:	\$ 7,500.00 Monthly Contract Amount
	660.00 Program Management Time
	<u>6,304.39</u> Monthly Reimbursables
	\$ 14,464.39

VISITOR STATISTICS

	<u>Stevenson Office</u>
Walk-In Visitors:	451
Telephone Calls:	53
E-Mails:	24
Business Referrals:	3,841
Tracked Overnight Stays:	185
Mailings (student, relocation, visitor, letters):	9
Large Quantity Brochures	960
Chamber Website Pageviews	4,750
COS Website Pageviews	8,361

CHAMBER BUSINESS

Chamber Board Meeting: The May Board Meeting was held with discussion items including an update on the Chamber Outpost Visitor Center, Washington State Tourism Alliance summer grant program and updates on staff goals and projects. Discussion question: "What is your level of engagement during board meetings and do you feel comfortable expressing your opinions and ideas even if they are different than other board members?"

Chamber Membership: We had 1 new members join in May and 16 renewals.

"Columbia Currents" Monthly Electronic E-Newsletter: The May 2019 issue was deployed to over 1,000 recipients.

"Under Currents" Weekly E-Blast: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons.

Facebook Pages: The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest as well as for the Chamber itself.

Chamber Happy Hour: The May Chamber Happy Hour event was a joint venture with the Mt. Adams Chamber of Commerce. It was hosted by Skyline Hospital with about 70 people in attendance.

Chamber Marketing, Projects, Action Items:

- Met with Dan Spatz from Columbia Gorge Community College to discuss possible programs for their new workforce skill center.
- Met with Donna Rush regarding the creation of a volunteer opportunity list to add to the Chamber's website.
- Finalized new lure brochure design.
- Met with Dena Horton from Senator Cantwell's office for quarterly updates.
- Updated photos and events on Chamber website.
- Installed new kiosk panel inserts at Bridge of the Gods Kiosk.
- Visited 1 businesses to invite them to join 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 and attend monthly meetings. Will help organize new ice cream social event for 4th of July.

Stevenson Downtown Association (SDA): Continue to work with SDA Promotion Committee members on historical walking tour of Stevenson.

Columbia Gorge Tourism Alliance (CGTA): Continue to work on a Food Trail on the Washington side of the Gorge.

(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:

- Held monthly SBA meeting.
- Deployed monthly newsletter.
- Updated summer event kiosk signs.
- Continue to work on Gorge Blues and Brews Festival: signed up volunteers, signed up breweries, ordered glassware, hats, glasses, tents, staging, refrigeration unit, applied for electrical permit, placed ads, designed poster, update event website and Facebook page.

2019 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 1	Stevenson Street Enhancement	
P1-B	Kiosk – diabonds	480.00
Program 2	Promotional Products and Projects	
P2-D1	Website	1,012.09
P2-D2	Advertising – Print	3,044.00
P2-D4	Misc.	239.30
P2-E	Wind River Publishing Ads	855.00
P2-F	Skamania Lodge Co-Op Marketing	490.00
Program 3	SBA Event Program	
P3-A	Gorge Blues and Brews Festival	184.00
		\$6,304.39

	<i>2019 Budget</i>	<i>Current Request</i>	<i>Requested YTD</i>	<i>Remaining</i>
Total Program Promo Expenses	85,000.00	6,304.39	23,844.14	61,155.86

2019 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases)	4 hrs	\$ 120.00
Program 3	Stevenson Business Association Events		
P3A	Gorge Blues and Brews	18 hrs	540.00
		22 hrs	\$ 660.00



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 – May 2019
Meeting Date: June 20, 2019

Executive Summary:

Wild Fire Season arrived in to our response with our first official calls for service. We had a 150ft x 150ft wild fire response to Wuana Lakes already in May.

Our volunteers attending the annual EMS Street Fair in May. This is an event hosted by Skamania County EMS to feature our County's Emergency Services Agency. We took to opportunity to have the new Station Renderings on display. Chief Farris and Mayor Anderson were on hand to answer questions and receive feedback from the public at the event.

Overview of Items:

Command Vehicle Grant Project: Finished quoting/purchasing for the project. Finished submitting Source Memos to Leana for the project vendor choices. Vehicle should be delivered in the first or second week of June.

New Fire Hall: No new updates for this project.

Drills/Training/Calls:

May Drills/Training – 80 Hours of volunteer training time

May Calls – 6 total

1 – Wild Fire

1 – Mutual Aid – Dog Mountain Trail Rescue

3 – Burn Complaints

1 – Motor Vehicle Collision

Action Needed: Would like to request that the next City Council meeting or Workshop for the new fire station be held at the current fire station so the Council can see firsthand what the condition of the building is in.

Minutes
Stevenson Planning Commission Meeting
Monday, May 13th, 2019
6:00 p.m.

Planning Commission Members Present: Karen Ashley, Auguste Zettler, Jeff Breckel, Shawn Van Pelt,

Excused Absence: Valerie Hoy-Rhodehamel

Staff Present: Ben Shumaker, Community Development Director

Community Members Present: Mary Repar, Matthew Knudsen, Brett Johnson, Rick May

Call to order: 6:03 p.m.

Preliminary Matters

1. Chair Selects Public Comment Option #2
2. Minutes: April 8, 2019

MOTION to approve April 2019 Planning Commission minutes made by **Zettler**, seconded by **Van Pelt**. All members voted in favor. Motion carried.

3. Public Comment Period

Repar offered two comments:

- 1.) Regarding levels of community/public involvement in the Stevenson Downtown Plan, she said she has heard some opposition expressed about direction the plan is taking and suggested more community participation during planning stages.
- 2.) Spoke about aesthetic and environmental value of trees in communities and requested tree management plan be made public.

New Business

4. Downtown plan for Success! Presentation by Crandall Arambula (Agenda item occurred after item #6) Kristen Barrow and Don Arambula introduced themselves and their reason for being at the meeting. Consultants presented a short PowerPoint on the Stevenson Downtown Plan Project Summary. They noted the downtown core is the primary focus. They stressed the 4 key components-Mobility, Parking, Land use and Urban design and the handout's draft goals and objectives of each. Consultants handed out summary and response sheets to Commissioners and public attendees for further data gathering and feedback on the proposed plan. They explained they would offer a second presentation in August 2019, with a final proposal anticipated for October 2019.

The consultants then engaged the Commission and public in a question and answer session devoted to learning more about the Stevenson community.

- Open access to the waterfront for recreation and aesthetic purposes was determined to be critical. The Commission and members of the public pointed out existing access points and key water features to the consultants. It was noted that new homeowners often name the waterfront as an important reason for moving to Stevenson.

- Parking in and around the downtown area was deemed to already be problematic. There are limited parking areas and those available fill quickly with employees of local businesses. Lines of sight are restricted, especially along Russell and Second Street. The steep grades make walking difficult, particularly for elderly residents and visitors. Curbside parking along SR14 can be intimidating due to fast traffic and large trucks, with winter snow banks making it worse. The Commission discussed parking options, including alley parking for businesses, a parking structure, one-way traffic routes, a shuttle system for Sternwheeler visitors, use of the fairgrounds parking lot and more. Safe pedestrian and bicycle access was agreed as important to convey a welcoming atmosphere to a community and important to enticing Skamania Lodge visitors to downtown. Camas was pointed to as an example of a walkable downtown.
- Land use issues were discussed by Commission members. Height limits for buildings, potential parking structures, storefronts versus industrial facilities at the Port of Skamania County to encourage commercial activity, code revision for parking requirements, diverting truck traffic and more were considered. Mixed use of housing and business storefronts was seen as contributing to a friendlier feel to area. Walking trails to natural features such as Rock Creek Falls were mentioned as additional attractions.
- Regarding Urban Design Shumaker pointed out Stevenson does not have many streets following a grid iron pattern. He noted that many of the streets with T-intersections offer opportunities for terminating vistas.
- A question was raised by the consultants about potential incorporation of the county fairgrounds into the downtown plan. It was suggested that the surrounding landscape could be improved. Another discussion followed about the need to entice Lodge guests to come into Stevenson. Updated marketing materials and road signage were considered.

Shumaker asked commission members to fill out response sheets and return. Arambula encouraged responses as well as a way to ensure specific needs are met and concerns are addressed.

5. Zoning Interpretations: Self-Storage Units in the SR Suburban Residential District

The Planning Commission was asked to interpret the current Zoning Code to determine if Self-Storage Units (SSUs) are consistent with the SR Suburban Residential zoning district. Shumaker provided information and guidance to Commission members via a staff report containing approval standards and a draft interpretation which could allow SSUs through the conditional use process (ZON2019-02). Shumaker explained that currently SSU's are not listed in the city's use descriptions.

Shumaker referred Commission members to current SR Zoning Districts map for clarity of the SR Districts under review. The Commission clarified the SSU discussion applies to commercial units for rent to differentiate them from homeowner/residential storage sheds or buildings.

Much of the discussion focused on whether SSUs could be allowed either as conditional uses in SR Districts when compared to the characteristics of these other structures: Garage or Storage Building for the Parking of Commercial Vehicles, Utility or Communication Facility, Hazardous Waste Storage, Cemetery or Mausoleum, Indoor or Outdoor Horticultural Activity or Kennel. There was general agreement that SSUs did not meet the same criteria as these structures and were not in keeping with the purpose of the district.

A further discussion followed about commercial activities in SR Districts and the need to conserve what buildable land there is available for housing purposes. On a motion made by **Zettler** with a second from

Breckel, the Commission voted unanimously against allowing Self-Storage units in Suburban Residential District as inconsistent with the purpose of the district.

Old Business

6. Zoning Changes ZON2019-01 ADU’s and Use Category Clean Up

Commission members considered four documents Shumaker had provided in their packet regarding the draft zoning changes for Accessory Dwelling Units (ADUs). In a memo Shumaker briefly detailed the changes to sections in the ordinance in order to clarify the requested amendments and to verify the ordinance looked as intended. He also explained a letter he drafted to the Stevenson City Council with recommendations from the Planning Commission regarding the reasoning for the proposed changes as well as a provision (#4) to potentially delay portions of the proposed zoning changes in light of recent conflicts at the Council level. Following questions Shumaker explained that in downtown area the concept of ADUs does not apply since a duplex can be built. Finally, a short discussion on utility fees and hook-ups was held. It was noted that a final fee structure will be determined by the Stevenson City Council. The Commission reached consensus and (It was not clear which Commission members made the motion and second) voted unanimously to send the Stevenson City Council the Zoning Code Amendments for ADU’s along with the letter detailing the reasons for the changes minus point # 4.

Discussion

7. Staff and Commission Reports Grant Proposals, Road Diet

Road Diet: At the April meeting the Stevenson City Council decided to require planter strips at a minimum width of 3 feet for new road construction projects.

Grant proposals: Shumaker shared information on two grants submitted to WSDOT. The intent for both is pedestrian enhancements. The first will construct a sidewalk along south side of First Street with cross walks at intersections.

Second grant submitted may be contentious. It is for a paved pathway from Kanaka Creek Road to Del Ray, with a paved pathway to Homeward, then a sidewalk along Homeward to improve access to Stevenson Elementary School. If funds are awarded Stevenson will be notified in July of 2019, with construction set to be completed at the latest by 2021.

8. Thought of the Month: None

Adjournment: At 8:15 p.m. the meeting was declared adjourned.

Approved _____; Approved with revisions _____

Name Date

Minutes submitted by Johanna Roe



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: June 20, 2019

Overview of items staff has been working on over the past month:

Commerce Energy Grant – The city is conditionally awarded a \$314k grant for the meter upgrade and city hall energy conservation. I am working with the Water System Manager, Karl Russell, on an application to the Public Works Trust Fund which will be for the remaining \$325k needed for the project in addition to replacing the waterline on School Street from Kanaka to Hot Springs Alameda. The loan applications are due July 12th and loans will be awarded in August. The current interest rate for a 20-year loan in a non-financially distressed community is 1.58%.

Water Department Update – The Consumer Confidence Report is being reviewed and will be published by the end of the month. This report provides updates on projects that took place in 2018 and information on the composition of the city's water.

The Water Use Efficiency report has been submitted and the city's three-year average water loss has dropped to 10.5%. The state goal is 10% and we are very close to meeting that! Installation of the water meters and replacing the School Street waterline will go a long way to meet and exceed that goal.

The Water System Plan has been approved through the Department of Health (DOH). There were changes that were made based on comments from DOH resulting in an increase to the annual rate increase from 3% to 5% to adequately cover the projects listed in the 10-year improvement plan. When the rate increases are presented in the fall, this change will be reflected. The method of adoption will also be changed from Ordinance to Resolution similar to the connection charges presented today. There is a publication on Local Ordinances found on the MRSC Publication website (<http://mrsc.org/Home/Publications.aspx>) describing the differences between Resolutions and Ordinances.

Funding Applications – I am busy with applying for grants and loans through the Public Works Board (Emergency loan for Interim measures and General loan for Meter project and School Street), USDA Rural Development and the EDA Disaster Funding. I am also trying to complete the feasibility report for the CERB study to close out that project and allow for a possible CERB application for pretreatment or side streaming efforts down at the Port buildings.

Timber Funds – With multiple projects coming up needing funding, some decisions need to be made around the use of the Timber Funds. Does council intend to use all or part of the balance in that fund for the Fire Hall? Can the funds be used for short term (not to exceed 5 years) interfund loans? I can

prepare documents for the next meeting that can restrict the fund for use based on direction from council.

Income Survey – The Income Survey for Community Development Block Grant funding determination is wrapping up. They have achieved 20% more responses than they targeted and will leave the survey open through the end of the week. The results will be analyzed next week after the survey is completed.

BIAS Software Implementation – The first two modules of the new software system will be Payroll and Financials and the go-live date with those will be July 1. Staff is attending training for an hour or so three days a week to learn the new system. Transactions from May 29th thru the go-live date of July 1 will need to be entered into both systems causing additional workload, but allowing for practice in the new system. After the first phase is up and running smoothly, the second phase for Utility Billing and Permitting will begin, possibly around July/August.

Credit Card Vendor – The current credit card vendor for payments, Invoice Cloud, can be compatible with BIAS software, however Xpress Billpay is the recommended vendor for BIAS. After a demonstration of their capabilities and an initial review of their pricing, Xpress Billpay is the better option. Staff will discuss a transition plan and contracts in the near future.

Copier Contract – Staff received a protest regarding the copier contract and Solutions Yes! was not able to follow-through on the price match which won them the contract. At this time, I am not able to continue with the process. The small copier will be on a month-to-month contract and the large copier will continue as normal. This may be picked back up again in the fall.

Lean Process Improvement – I have reached out to the WA State Auditor's Office Center for Government Innovation to improve our permitting process. The timing is ideal since we have new staff on board and will be implementing new permitting software in August. It will take about 4-4.5 days and the hope is that we can do it on consecutive Fridays to reduce the impact on operations.

Old Building Permits – Mary Corey has worked diligently contacting residents on their old and unpaid building permits. There were 7 permits that dated back to June, 2017 with work completed and unpaid. They have now all been paid and she has moved on to contacting customers about picking up their Certificates of Occupancy.

Personnel Policy Updates – In discussions with staff, there is a request for the Public Works staff to receive a boot allowance. Additional research needs to be done to determine an amount. There are also some minor changes to job descriptions to add clarity to current positions.

Records Requests – There has been an increase in records requests which have taken up staff time. To help, please respond to any requests in a timely manner.

Nuisances – With the increased workload of the season, staff is behind on nuisances. Other projects are deemed higher priority at the detriment to other tasks such as nuisances.

Fire Discussions – Recently I attended a tabletop exercise on wildfires to determine some weak links in the process if a fire were to start and grow to a state or federal managed fire. The next day Karl Russell attended a watershed meeting where fires were also the topic of discussion. With fire season upon us

and it being a topic of recent conversations, the city will review its Emergency Plan at the next staff meeting and update it as necessary.

Security Cameras – A while back, the Mayor looked into security camera placement and requirements for City Hall. Recently there was a theft at the Fire Hall. Chief Farris is on board with installing security cameras there as well. We will look into affordable systems that will be transportable to the new Fire Hall once complete.

Forest Youth Success - The City is partnering with this program to clear the brush at the High Level and Base Reservoirs on July 5th. The Forest Youth Success program is a paid, non-residential, day program for youth ages 14-18 designed to expose youth to local forests and introduce them to the expectations of various work experiences. More information can be found online at http://scsd303.ss14.sharpschool.com/programs/forest_youth_success.

County Exhibit Hall TAC Contract – The county has rescinded their request for the Tourism funds to help reroof the Exhibit Hall in 2019, letter attached. They will reapply in the fall for 2020 funds when project dates are finalized.

Progress Made on Council Goals – With almost half the year gone by staff has made good progress on the council goals as identified on the Kanban Chart in City Hall. There are also many other projects not listed on the chart staff has been working on as well. A special meeting focused on the council goals for next year around September would help continue the progress being made.

August Council Meeting – The policy in the past has been to have the council meeting the second Thursday in the month of August, which would make it August 8. In order to balance out the meetings and accounts payable I propose changing the August meeting date to the 22nd. This will give staff time to develop the agenda and allow for invoices to come in and be paid around their normal pay date.

Action Needed:

Direction on way forward for Timber Fund.

Set a date for a special meeting to discuss council goals.

Consensus on the August 22nd council meeting date.

If you haven't already done so, please respond to the request for records as soon as possible.

City of Stevenson LTAC Committee,

On behalf of the Skamania County Community Events and Recreation department, we would like to rescind our request for the awarded money to help reroof our Exhibit Hall in 2019. It is our plan to continue with this project in 2020 and we are hopeful that we will be able to apply and receive LTAX funds when the project dates have been finalized. We are grateful for your help, meeting outside of the normal award schedule to help support our efforts. In the future we will be able to apply on the dates typically outlined by the City of Stevenson LTAX Committee. We look forward to working with you in the future.

Sincerely,



Alex Hays
Manager of Cultural Events and Recreation



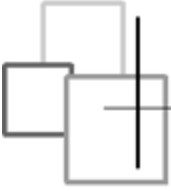
A/P Check Register

Fiscal : 2019
 Period : 2019 - Jun
 Council Date : All
 Bank Account: General Checking Umpqua
 System Types : FinancialsCheck Numbers : All

Number	Vendor Name	Account Description	Amount
13536	A&J Select	Fire Supplies	\$12.89
		Fire Supplies FD II	\$12.89
		Operating Supplies	\$17.19
		Check Total:	\$42.97
13537	Aramark Uniform Services	Household Supplies/Repairs	\$12.00
		Repairs/Supplies Contracted	\$130.70
		Check Total:	\$142.70
13538	Avista Utilities	Electricity	\$80.45
		Fire Hall Heat And Lights	\$21.81
		Heat & Lights	\$23.96
		Check Total:	\$126.22
13539	Benjamin Shumaker	Travel - Planning/Prof Assistance	\$382.68
13540	BIAS Software	Capitalized Equipment Purchase	\$2,062.50
		Computer Equipment	\$9,943.53
		Fixed Assets to Capitalize	\$2,062.50
		Check Total:	\$14,068.53
13541	BSK AddyLab,LLC	Testing	\$613.00
		WW Sampling Professional Services	\$120.00
		Check Total:	\$733.00
13542	Cascade Columbia Distribution Company	Chemicals Plant	\$1,493.73
13543	CenturyLink	Central Services Telephone	\$251.67
		Fire Telephone	\$106.14
		Sewer Telephone	\$57.92
		Check Total:	\$415.73
13544	Centurylink Comm Inc	Central Services Telephone	\$55.58
		Fire Telephone	\$0.25
		Sewer Telephone	\$6.43
		Check Total:	\$62.26
13545	CGTA c/o Skamania County Chamber	Dues And Membership - General Govt	\$500.00
13546	CH2MHILL OMI	Operations Contract (OMI)	\$11,154.08
13547	City of Stevenson	City Hall Water/Sewer	\$88.89
13548	Clair Company Inc	Consulting Services	\$90.00
13549	Coburn Electric, Inc.	Repair-Contracted Labor	\$179.32
13550	Columbia Hardware, Inc.	Fire Supplies	\$22.91
		Operating Supplies	\$414.11
		Parks Supplies	\$345.15
		Repairs/Supplies Contracted	\$298.53
		Supplies	\$202.01
		Check Total:	\$1,282.71
13551	Columbia River Disposal	Litter Clean-Up	\$197.57
13552	Crafco, Inc.	Supplies	\$2,900.00
13553	Crandall Arambula	Planning & Professional Assist	\$16,604.00
13554	Day Wireless/CSI Communication	Fire Supplies	\$88.37

Number	Vendor Name	Account Description	Amount
		Fire Supplies FD II	\$88.37
		Check Total:	\$176.74
13555	Department of Natural Resources	Fire Supplies	\$1,023.94
		Fire Supplies FD II	\$1,023.94
		Check Total:	\$2,047.88
13556	Discover Your Northwest	Discover Your Northwest	\$1,440.98
13557	Drain-Pro Inc	Repair (Contract Serv) T&D	\$840.10
13558	Eric D Hansen	Travel	\$262.00
13559	Gordon L. Rosander	Medical Physicals-Required	\$102.00
13560	Gorge Networks	Water Telephone	\$190.12
13561	Gregory S Cheney PLLC	Indigent Defense	\$517.50
13562	Jacobs' Services Inc.	Custodial Services	\$250.00
13563	Les Schwab Tire Center	Tires	\$121.70
13564	Municipal Code Corp	Ordinance Codification	\$597.50
13565	Munsen Paving LLC	Supplies	\$315.00
13566	NAPA Auto Parts	Fire Supplies	\$22.96
		Repairs/Supplies Contracted	\$579.10
		Supplies	\$10.01
		Check Total:	\$612.07
13567	Office of State Treasurer - Cash Mgmt Division	Agency Disbursement - Court	\$383.15
		Agency Remittances - State Bldg Code	\$38.00
		Check Total:	\$421.15
13568	One Call Concepts, Inc.	Dues & Membership/filing Fees	\$27.82
13569	Pacific Power Group, LLC	Repair-Contracted Labor	\$2,224.00
13570	PacWest Machinery, Inc.	Repairs/Supplies Contracted	\$794.78
13571	Petty Cash	Fire Supplies	\$37.50
		Office Supplies	\$3.60
		Office Supplies & Postage	\$79.55
		Office Supplies and Postage	\$79.55
		Check Total:	\$200.20
13572	PUD No 1 of Skamania County	Electricity	\$1,288.30
		Electricity - Street Lights	\$306.57
		Heat & Lights	\$167.97
		Check Total:	\$1,762.84
13573	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$647.47
13574	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$56.59
13575	Skamania County Chamber of Commerce	Consultant Services, Chamber	\$7,500.00
		SBA Consultant Services	\$6,964.39
		Check Total:	\$14,464.39
13576	Skamania County Economic Development	EDC Assessment	\$5,118.75
13577	Skamania County Pioneer	Legislative Publishing	\$235.56
13578	Skamania County Prosecutor	Prosecuting Attorney County Contract	\$1,333.00
13579	Skamania County Sheriff	Jail Services	\$625.00
13580	Skamania County Treasurer	Agency Disbursement - Court	\$7.33
		Municipal Court Contract	\$1,667.00
		Police Services	\$14,144.25
		Check Total:	\$15,818.58
13581	SOHA Sign Company Inc	Fire Equip Purchase - City	\$948.51
13582	Staples -Dept 11-05417944	Office Supplies	\$45.30
13583	Stevenson-Carson School District	Community Pool Support	\$2,500.00
13584	Tanninen Repair Service LLC	Fire Equip Purchase - City	\$14,165.01
13585	Tetra Tech, Inc.	EDA Project Consultant Services	\$5,832.65

Number	Vendor Name	Account Description	Amount
13586	The Enterprise	Legislative Publishing	\$80.00
13587	Traffic Safety Supply, CO	Traffic Devices	\$353.49
13588	Tribeca Transport LLC	Solids Hauling & Disposal	\$4,255.23
13589	Trojan Technologies, Inc.	Maintenance Supplies	\$3,167.57
13590	US Bank	Building Repair Supplies	\$183.98
		Fire Equip Purchase - City	\$747.03
		Miscellaneous - Postage	\$332.25
		Office Supplies	\$41.54
		Repairs/Supplies Contracted	\$203.80
		Traffic Devices	\$534.30
		Training	\$520.00
		Training & Tuition - Building Dept	\$300.00
		Training/Tuition - Financial/Records	\$625.00
		Tuition Mayor/Administrator	\$26.95
		Website - General Fund	\$20.00
		Check Total:	\$3,534.85
13591	US Bank Safekeeping	Fiduciary Fees/VISA	\$30.00
13592	Wallis Engineering, PLLC	Contracted Labor	\$3,790.50
		Design-Consultant Svs	\$53,458.19
		Russell Ave - Engineering	\$22,454.55
		WW Industrial Pretreatment Services	\$1,541.00
		Check Total:	\$81,244.24
13593	Waste Connections Vancouver District 2010	Office Supplies	\$4.86
13594	Wave Broadband	Central Services Telephone	\$75.00
13595	WEX Bank	Fire Truck Fuel	\$41.74
		Fire Truck Fuel FDII	\$90.98
		Gas and Oil	\$2,397.83
		Check Total:	\$2,530.55
13596	Woodrich, Kenneth B PC	Advisory Board Services	\$1,550.20
13597	Verizon Wireless	Building Department Telephone	\$116.67
		Sewer Telephone	\$116.66
		Water Telephone	\$116.67
		Check Total:	\$350.00
061902ACH outfall payment	USDA Rural Development	Sewer Outfall - USDA RDA Interest	\$5,490.74
		Sewer Outfall - USDA RDA Principal	\$10,844.26
		Check Total:	\$16,335.00
May 2019 Invoice Cloud ACH	InvoiceCloud	EBPP Fees Sewer	\$168.00
		EBPP Fees Water	\$168.30
		Check Total:	\$336.30
Grand Total			\$239,006.87
Total Accounts Payable for Checks #13536 Through #May 2019 Invoice Cloud ACH			



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2019 - Jun - Jun 2019

Fund Number	Description	Amount
001	General Fund	\$78,299.36
100	Street Fund	\$8,609.45
103	Tourism Promo & Develop Fund	\$15,905.37
309	Russell Ave	\$22,454.55
400	Water/Sewer Fund	\$49,641.10
410	Wastewater System Upgrades	\$59,290.84
500	Equipment Service Fund	\$4,806.20
	Count: 7	\$239,006.87