

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for September 29 to October 1, 2020

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US

Meeting ID: 813 4248 1018

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- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday. slack@co.skamania.wa.us

Tuesday, September 29, 2020

9:30 AM Call to Order,
 Pledge of Allegiance

Public Comments - (3 minutes) – See message above regarding seating in the Commissioner’s Meeting Room

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes for meeting of September 9, 2020
2. Minutes for meeting of September 15, 2020
3. Resolution 2020-30 Distribution of Federal Forest Fund Receipts from Treasurer’s Trust
4. Set public hearing for October 27, 2020 to consider Supplemental Budget #4 to the 2020 Budget
5. Ordinance 2020-06, Adopting various amendments to the County’s Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA Code (Title16)
6. Contract with Skamania County Chamber of Commerce for tourism promotion using Hotel/Motel funds
7. Contract with Skamania County Public Works for the Exhibit Hall and Midway Restroom project using .09 Distressed County funds to help pay for the project

Voucher Approval

Noxious Weed Report – Emily Stevenson, Program Manager

Meeting Updates (May be continued later in the meeting if more time is needed)

10:00 AM Presentation of Certificate of Good Practice to Tim Elsea, County Engineer
 Department Head Reports

10:30 AM Executive Session pursuant to RCW 42.30.110(1)(g) – Performance of a public employee

11:00 AM Workshop to discuss CARES funding with FMO Group

11:30 AM Preliminary Budget Analysis Workshop

Continued on next page

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

Continued from previous page – Skamania County Commissioners Agenda for September 29, 2020 – October 1, 2020

Tuesday, September 29, 2020

- 1:30-2:30 PM Preliminary Budget Analysis Workshop
- 2:30 PM Executive Session pursuant to RCW 42.30.110(1)(i), Potential Litigation
- 3:00-5:30 PM Preliminary Budget Analysis Workshop

Wednesday, September 30, 2020

- 9:30-11:00 AM Preliminary Budget Analysis Workshop
- 1:30 PM-5:00 PM Preliminary Budget Analysis Workshop

Thursday, October 1, 2020

- 11:00 AM – Noon Preliminary Budget Analysis Workshop
- 1:00 PM – 3:00 PM Preliminary Budget Analysis Workshop

Adjourn

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648

Minutes for Meeting of September 9, 2020

The Commissioners met in their meeting room, 240 NW Vancouver Ave. in Stevenson, at 9:01 a.m. on August 11, 2020 for a staff meeting with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present. Sophie Miller, Senior Services Program Manager asked the Board for permission to submit a walk-in agenda item for that day's agenda. It was regarding a Regional Mobility grant to expand transit services. The Board agreed that the agenda item could be considered during their regular meeting that day. Sophie also discussed transportation increases in August with the Board. Alex Hays, Community Events and Recreation Manager reported that barns are clean and open at the fairgrounds. He also reported on a potential grant to acquire heaters for the barns. The idea of a COVID Coordinator position was discussed. Debi Van Camp, Human Resources discussed the telecommunicating leave policy. AN order for laptops, and VPN were discussed. Heidi Penner, Financial Management Administrator reported on additional CARES funding and a contract amendment for the CARES contract with the Department of Commerce, ZOOM fees being reimbursed from CARES funding, and departments needing to turn in their reimbursement requests. Toni Farris, Probation Officer reported on new clients, and training and research for Behavioral Health Court. Debbie Slack, Clerk of the Board reported 10 application have been received for a part time position in the Commissioners' office. She also reported working on a quarterly report of the .09 fund for an upcoming meeting with the .09 Advisory Committee and preparing Supplemental Budget #3 for the 2020 budget.

The meeting recessed at 9:24 a.m.

The Commissioners business meeting was called to order at 9:30 a.m. on September 9, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Sophie Miller, Senior Services Program Manager.

There was no public comment.

The Board acknowledged receipt of a written comment from Mitch Patton, West End resident regarding a public records request relating to deleted emails.

Commissioner Mahar moved, seconded by Commissioner Lannen to approve the Consent Agenda as follows:

1. Minutes for meeting of August 25, 2020
2. Resolution 2020-27, Distribution of PUD Privilege Taxes received in 2020
3. Resolution 2020-28 Pay in full and partially repay interfund loans
4. Resolution 2020-29 Interfund loan from Cumulative Reserve Loan fund to Current Expense Fund, Non-Departmental Revenue
5. Authorize Chair to sign Work Order #1 in accordance with Master Agreement #93-100150 with Department of Natural Resources, through the Good Neighbor Authority, signed by the Board on March 3, 2020
6. Authorization to Purchase equipment for server upgrade from Insight Public Sector off the State Contract

Consent Agenda Item #6, Authorization to Purchase equipment for server upgrade from Insight Public Sector off the State Contract was pulled to consider as a separate agenda item. The motion carried unanimously.

The Board considered an Authorization to Purchase equipment for server upgrade from Insight Public Sector off the State Contract. The life of the current system, the equipment quote, VPN solutions, network equipment, and length of project were discussed. Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve the Authorization to Purchase.

Commissioner Lannen excused himself and left the meeting.

The Board considered a walk-in agenda item from Senior Services to approve matching funds for a Regional Mobility grant from the Washington Department of Transportation to expand current transit services. The grant covers four years and the total project cost is \$550,000 with the County's match for the four-year period being \$55,000 and an additional match of \$55,000 will come from Medicaid and Columbia Area Transit. Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve the matching funds.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve vouchers for the period dated September 9, 2020 in the amount of \$121,547.00 with \$37,489.91 being Current Expense, covering warrants numbers 178157 through 178211.

Commissioner Mahar moved, seconded by Commissioner Hamlin and motion carried unanimously to approve payroll for the period August 26-31, 2020, paid on September 10, 2020, in the total amount of \$616,174.94 with \$379,684.22 being Current Expense for payroll warrant numbers 42854 through 42874, and direct deposit numbers 66211-66392.

Commissioner Lannen returned to the meeting.

The Board reported on various meetings they attended. Commissioner Mahar reported on attending the State Auditor's Office Exit Interview for Area Agency on Aging and Disabilities of Southwest Washington. Commissioner Hamlin reported on Southwest Clean Air, Mid-Columbia Economic Development District, Department of Natural Resources. Commissioner Lannen reported on Department of Natural Resources, local fires, and an updated from Robert Weidner, Washington DC lobbyist.

The Board met for Department Head reports.

- Kirby Richards, Community Health Administrative Director reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing. She reported on providing food contacts for the Big Hollow fire. She also reported the Developmental Disabilities Advisory Board will have a meeting on October 7, 2020 and will have meetings once per month on Wednesday from 3:30 p.m. to 5:30 p.m. She let the Board know Tamara Cissel, Deputy Director/Manager is out of the office and Annie Johns is available for the week, she reported that services are being provided remotely as well as in person and discussed how services will change for the schools.
- Tim Elsea, Public Works Director/County Engineer reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health Information, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He reported on personal protective equipment, system for jury pool selection, RFP for panic system and FLAP grants. He reported that no campfires are allowed during the burn ban, and reported on year to date building permit numbers, Bit mass lease at Wind River Business Park, and City of Stevenson Council meeting.

The meeting recessed at 10:20 a.m. and reconvened the same day at 11:36 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with Sheriff Dave Brown for a 2021 Preliminary Budget Workshop. The Sheriff presented Power Point slides with Staffing allocations, an overview of Sheriff's office Current Expense funds budgets, and dedicated fund budget. He also discussed computer generated calls for service, impacts on revenue from current patrol and Jail staffing levels, and inmate release from contract cities during COVID-19 that impacted revenue. The presentation also depicted a 3-year history of Jail population from contract agencies, and a 3-year graph of Jail housing revenue for bed rentals. Budget increases for 2021 are the Sheriff's office that needs bulletproof vest replaced, and interfund vehicle replacements. The amount needed for the vests is \$22,00 and 50% grant funded. The interfund vehicle increase is \$48,371. Also, the Department of Emergency Management budget will crease by \$14,000, a performance grant supplemental from the CARES Act.

The Board held a workshop to discuss a telecommunicating leave policy. Discussion included length of policy and ages of students eligible regarding the policy. Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve the telecommunicating leave policy.

The meeting recessed at 12:03 p.m. and reconvened the same day at 2:31 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with Angie Waiss, Executive Director of the Skamania County Chamber of Commerce for updates. Angie reported on calls with Representative Mosbrucker, marketing, scenic drives and the scenic byway, visitors' packet, WA Tourism Alliance, Columbia Gorge Tourism Alliance, membership drive, operations and personal, needs assessment survey, and staff development webinars. Business concerns including finances and personal protective equipment was discussed.

The meeting recessed at 2:46 p.m. and reconvened the same day at 3:00 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with Kevin Waters, Executive Director of the Skamania County Economic Development Council, for updates. Kevin reported on CARES funding amounts to be distributed to various county entities, and personal protective equipment. He also discussed with the Board a new SBDC position to be shared with Klickitat County and rental of office space in the Chamber office.

The meeting recessed at 3:18 p.m. and reconvened the same day at 3:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held a workshop to discuss 2021 Board of Commissioners budget letter to Elected Officials, Department Heads and Managers. CARES reimbursements were discussed, as well as revenues and expenditures, operating transfers, balancing the 2021 budget, Good Neighbor Authority and work on the 25 road, and GOV QA references. Commissioner Lannen will send a message concerning 2021 budget guidelines to Elected Officials, Department Heads, and Managers.

The meeting adjourned at 3:59 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

BOARD OF SKAMANIA COUNTY COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648

Minutes for Meeting of September 15, 2020

The Commissioners' business meeting was called to order at 9:30 a.m. on September 9, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Debbie Slack, Clerk of the Board.

There was no public comment.

Commissioner Lannen moved, seconded by Commissioner Mahar to approve the Consent Agenda as follows:

1. Presidential Memorandum Notice 2020-65; Relief with respect to Employment Tax Deadlines
2. Modification #6 of agreement with Gifford Pinchot National Forest for noxious weed control on the Gifford Pinchot National Forest and in the National Scenic Area
3. Contract with Area Agency on Aging & Disabilities for Southwest Washington for Home Delivered Meal Expansion Program

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated September 15, 2020 in the amount of \$740,724.57 with \$73,496.94 being Current Expense, covering warrants numbers 178265 through 178337.

The Chair, Robert Hamlin announced that reports from the Noxious Weed Program Manager, Emily Stevenson, Department Heads, and Columbia River Gorge Commissioner would be postponed and rescheduled due to poor air quality in the County and related situations.

The Board reported on various meetings they attended. Commissioner Lannen reported on attending a Skamania County Chamber of Commerce meeting where marketing, COVID support and fiscal strain on businesses were discussed. He also reported on attending a Skamania County Economic Development District meeting. Recipients of CARES funding, and the school foundation were discussed. He also reported on meetings with Brian Poehlein of the Department of Natural Resources, a Forest group from the University of Idaho, Alex Hays, Community Events and Recreation Manager, and participating in various meetings related to area fires. Commissioner Mahar reported on a call with Representative Mosbrucker discussing wildfires, an Employment Security Department audit, the State Budget, COVID 19, and local smoke from fires. He also had a call with the Lower Columbia Fish Recovery Board. The Board also discussed a new job description for Alex Hays, Manager of Community Events and Recreation. A summary of job duties will be provided for the Board to refine. The Board also discussed submission of invoices for CARES fund reimbursement and funds previously earmarked for Community Health. Commissioner Hamlin reported on fire crews being set up at Canopy Crane field. He noted that water for the fire camp is being hauled from a hydrant had the Wind River Business Park to the camp for showers etc. That shower water will be dumped at the Bunker Hill fields and Bishop Sanitation will take care of the black water. He also reported he talked to Mr. Bruce Barnes concerning e-bike riding and attended a Mid-Columbia Economic Development District meeting. Other items discussed by the Board were, the need for an Executive Session with Community Health, and the impact of fire if any on DNR trust lands. The Board will also send any requests for information from the Risk Pool to Derek Bryan for a scheduled visit on September 22, 2020.

The meeting recessed at 9:58 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with Angie Elam, Deputy Forest Supervisor of the Gifford Pinchot National Forest, and Erin Black, Mt. Adam’s District Ranger. The Deputy Forest Supervisor thanked the Commissioners for support, communications, asset and public involvement t during the Big Hollow Fire. She also updated the Board on the plans for the Big Hollow Fire, hazard mitigation, and security. Erin reported on coordinating with Tim Elsea, Public Works Director on Wind River Highway coordination, waiver request from WKO/High Cascade for haul route. She also reported two timber sales are in the fire area and the next steps on re-evaluation and modification to those contracts. At this point the Forest Service will continue plans for stands in the Upper Wind area. Salvage logging, and the IV fire precaution level, fire camp at Trout Creek and Bunker Hill were also discussed. She also updated the Board on recreation, sold timber sales, and vacancies. The vacancies are for a Wilderness Planner and a Planner.

The meeting recessed at 1:55 p.m. and reconvened the same day at 5:30 p.m. with Commissioner, Tom Lannen and Robert Hamlin, Chair present.

Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion carried unanimously to authorize the Chair to sign a quote from Insight for computer server equipment.

Commissioner Mahar joined the meeting by ZOOM.

The Board held a public hearing to take public comment and consider approval of Resolution 2020-26, Supplemental Budget #3 for 2020. Debbie Slack, Financial Management Coordinator/Clerk of the Board gave a staff report. She reported an amount of \$119,125 needed from the Current Expense fund for this supplemental, and what departments need the funds. The Board had no questions and there were no public comments. Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve Resolution 2020-26, Supplemental Budget #3 to the 2020 Budget.

The meeting adjourned at 5:38 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

RESOLUTION 2020-30

(Distribution of Federal Forest Fund Receipts from Treasurer's Trust)

WHEREAS, Title I of the Secure Rural Schools and Community Self-Determination Act of 2008 was reauthorized by Public Law 115-141 and signed into law by the President of the United States on March 23, 2018. Skamania County received from the Forest Service, U.S. Department of Agriculture, \$1,233,314.76 plus interest in the amount \$499.14 for a total of \$1,233,813.90 for FY 2019 federal forest yield received in April 2020 through the Washington State Treasurer; and

WHEREAS, Title III of the Secure Rural Schools and Community Self-Determination Act of 2008 was reauthorized by Public Law 115-141 and signed into law by the President of the United States on March 23, 2018. Skamania County was reauthorized to receive from the Forest Service, U.S. Department of Agriculture, \$174,115.02 plus interest in the amount of \$70.47 for a total of \$174,185.49 for FY 2019 federal forest yield in April 2020 through the Washington State Treasurer; and

WHEREAS, Title III fund sin the amount of \$174,185.49 for FY 2019 federal forest yield received from the Washington State Treasurer in April 2020 were distributed from Treasurer’s Trust by Resolution 2020-21 approved by the Board of County Commissioners on May 12, 2020; and

WHEREAS, the Board finds that the distribution of said funds for Title I should be made in the manner set forth below; and

NOW, THEREFORE, BE IT RESOLVED that the Treasurer of Skamania County is directed to distribute \$1,233,813.90 as follows:

<u>FEDERAL FOREST</u>		
Current Expense	(0010.380)	\$1,233,813.90
	Total	\$1,233,813.90

PASSED IN REGULAR SESSION this 29th day of September 2020.

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

For _____
Against _____
Abstain _____
Absent _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

State of Washington
Duane A. Davidson, State Treasurer
P.O. Box 40204
Olympia, WA 98504-40204
Telephone (360) 902-8961

REMITTANCE ADVICE

SKAMANIA COUNTY
COUNTY TREASURER
P O BOX 790
STEVENSON, WA 98648-0790

Bank Identification	
Checking	#####4106

<u>Date</u>	<u>Distribution</u>	<u>BARS Code</u>	<u>Withholding</u>	<u>Amount Distributed</u>
4/7/2020	Fed For Rds/Schls Title I	3321068	0.00	1,233,314.76
4/7/2020	Fed For Schools	0000000	0.00	1,233,314.76
4/7/2020	Fed For Title III	3321070	0.00	174,115.02
4/7/2020	Int Fed For Roads/Schools	3321068	0.00	499.14
4/7/2020	Int Fed For Title III	3321070	0.00	70.47
4/7/2020	Int Fed Forest Schools	0000000	0.00	499.14
Total Amount:				2,641,813.29

Confidentiality Notice

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RESOLUTION 2020-21

(2019 Distribution of Federal Forest Fund Receipts from Treasurer's Trust)

WHEREAS, Title III of the Secure Rural Schools and Community Self-Determination Act of 2008 was reauthorized by Public Law 115-141 and signed into law by the President of the United States on March 23, 2018. Skamania County was authorized to receive from the Forest Service, U.S. Department of Agriculture, \$174,185.49 for FY 2019 federal forest yield in April 2020 through the Washington State Treasurer; and

WHEREAS, the Board finds that the distribution of said funds should be made in the manner set forth below; and

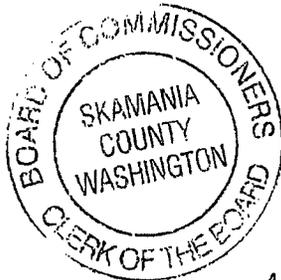
NOW, THEREFORE, BE IT RESOLVED that the Treasurer of Skamania County is directed to distribute \$174,185.49 as follows:

FEDERAL FOREST

TITLE III FUND	(1300.000)	\$174,185.49
	Total	\$174,185.49

Title III project funds will be disbursed to project recipients on a reimbursable basis during contract period July 1, 2020 through June 30, 2020.

PASSED IN REGULAR SESSION this 12th day of May 2020.



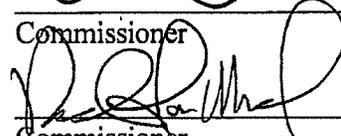
ATTEST:

 Clerk of the Board

BOARD OF COMMISSIONERS
 SKAMANIA COUNTY, WASHINGTON


 Chairman


 Commissioner


 Commissioner

For 3
 Against 0
 Abstain 0
 Absent 0

APPROVED AS TO FORM ONLY:


 Prosecuting Attorney

1,2333/14.76

County	Township	National Forest	Full Payment Base Amount	Title I %	Title I Amount	Title II %	Title II Amount	Title III %	Title III Amount
King (033)		SNOQUALMIE PNF (0528)	\$36,599.25	85	\$31,109.36	8	\$2,927.94	7	\$2,561.95
		WENATCHEE PNF (0531)	\$1.51	85	\$1.28	8	\$0.12	7	\$0.11
		SNOQUALMIE PNF (0528)	\$146,387.47	85	\$124,429.35	8	\$11,711.00	7	\$10,247.12
Kittitas (037)		King Total :	\$182,988.23		\$155,539.99		\$14,639.06		\$12,809.18
		WENATCHEE PNF (0531)	\$526,118.21	85	\$447,200.48	15	\$78,917.73	0	\$0.00
		SNOQUALMIE PNF (0528)	\$81,302.60	85	\$69,107.21	15	\$12,195.39	0	\$0.00
Klickitat (039)		Kittitas Total :	\$607,420.81		\$516,307.69		\$91,113.12		\$0.00
		GIFFORD PINCHOT PNF (0522)	\$42,950.59	85	\$36,508.00	15	\$6,442.59	0	\$0.00
		Klickitat Total :	\$42,950.59		\$36,508.00		\$6,442.59		\$0.00
Lewis (041)		SNOQUALMIE PNF (0528)	\$258,300.21	85	\$219,555.18	15	\$38,745.03	0	\$0.00
		GIFFORD PINCHOT PNF (0522)	\$1,328,221.88	85	\$1,128,988.60	15	\$199,233.28	0	\$0.00
		Lewis Total :	\$1,586,522.09		\$1,348,543.78		\$237,978.31		\$0.00
Mason (045)		OLYMPIC PNF (0527)	\$306,530.82	80	\$245,224.65	13	\$39,849.01	7	\$21,457.16
		Mason Total :	\$306,530.82		\$245,224.65		\$39,849.01		\$21,457.16
		OKANOGAN PNF (0521)	\$1,623,357.60	85	\$1,379,853.96	11	\$178,569.34	4	\$64,934.30
Okanogan (047)		OKANOGAN PNF (0521)	\$4,351.59	85	\$3,698.85	11	\$478.68	4	\$174.06
		Okanogan Total :	\$1,627,709.19		\$1,383,552.81		\$179,048.02		\$65,108.36
		KANIKSU PNF (0146)	\$336,444.33	85	\$285,977.68	15	\$50,466.65	0	\$0.00
Pend Oreille (051)		COLVILLE PNF (0523)	\$357,380.46	85	\$303,773.39	15	\$53,607.07	0	\$0.00
		Pend Oreille Total :	\$693,824.79		\$589,751.07		\$104,073.72		\$0.00
		SNOQUALMIE PNF (0528)	\$198,216.45	85	\$168,483.98	8	\$15,857.32	7	\$13,875.15
Pierce (053)		Pierce Total :	\$198,216.45		\$168,483.98		\$15,857.32		\$13,875.15
		MOUNT BAKER PNF (0526)	\$440,072.17	85	\$374,061.35	8	\$35,205.77	7	\$30,805.05
		SNOQUALMIE PNF (0528)	\$112.38	85	\$95.52	8	\$8.99	7	\$7.87
Skagit (057)		Skagit Total :	\$440,184.55		\$374,156.87		\$35,214.76		\$30,812.92
		GIFFORD PINCHOT PNF (0522)	\$2,901,917.08	85	\$2,466,629.52	9	\$261,172.54	6	\$174,115.02
		Skamania Total :	\$2,901,917.08		\$2,466,629.52		\$261,172.54		\$174,115.02

Note: PCPI data for year 2018 is used for Formula Payment Calculation

ASR: Final Title I, II, and III Report PNF (ASR-18-01)

RESOLUTION 2020-31

(Supplemental Budget #4 for 2020 budget for various funds)

WHEREAS, various funds and departments have unanticipated expenditures and revenues for 2020; and

WHEREAS, pursuant to RCW 36.40.100, 36.40.195 and Resolution 1999-31, the Board has the authority to transfer, revise or supplement its budget and to increase budgets with unanticipated funds; and

WHEREAS, pursuant to RCW 36.40.100, the Board has the authority to transfer funds; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby creates, transfers, revises or supplements the 2020 budget as described in "Attachment A";

BE IT FINALLY RESOLVED that the Clerk of the Board is hereby directed to give due notice of a public hearing upon this resolution for adoption on the 27th day of October 2020 at 5:30 o'clock p.m.

PASSED IN REGULAR SESSION this 29th day of September 2020.

SKAMANIA COUNTY, WASHINGTON

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

RESOLUTION NO. 2020-31 IS HEREBY APPROVED AND ADOPTED in regular session this 27th day of October 2020 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution 2020-31 Supplemental Budget #4 for 2020 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2020 Budget.

Oral and written comments will be considered at the public hearing by the Board of Commissioners. Written comments may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or slack@co.skamania.wa.us Anyone interested may appear and be heard.

Copies of Supplemental Budget #4 are available to the public, after 1 p.m. on the Wednesday prior to the public hearing in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA.

DATE: October 27, 2020
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US

Meeting ID: 813 4248 1018

Join Zoom Meeting Audio only from your computer
<https://us02web.zoom.us/j/81342481018>

Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

DATED this 29th day of September 2020.

Debbie Slack
Clerk of the Board

Publish: October 7, 2020 and October 14, 2020

DATE: September 29, 2020

TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to consider Resolution 2020-31 Supplemental Budget #4 for 2020
Publish as: Legal Notice
Publish on: October 7th and October 14th, 2020

Send bill to:
Skamania County Commissioners
P.O. Box 790
Stevenson, WA 98648

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Development Department	 Signature
<u>AGENDA DATE</u>	<u>September 29, 2020</u>	
<u>SUBJECT</u>	<u>Ordinance No. 2020-06, adopting various amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16)</u>	
<u>ACTION REQUESTED</u>	<u>Approve Ordinance No. 2020-06, adopting various amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16), as recommended by the Planning Commission.</u>	

SUMMARY/BACKGROUND

Ordinance No. 2020-06 includes several amendments to the County's Subdivision Code (Title 17), Zoning Code (Title 21), and SEPA code (Title 16) developed by the Planning Commission and Community Development Department Staff. Some amendments were drafted in response to public comment received by the Planning Commission and Board of County Commissioners. Other amendments were proposed by County Staff to clarify application requirements and to follow recommendations from the recently completed Buildable Lands Inventory/Housing Needs Analysis. The purpose of all the proposed changes is to eliminate barriers to development within the County and improve the review process for developments that require County review.

The Planning Commission held a public hearing on the proposal on August 18, 2020, and forwarded a recommendation to the Board of County Commissioners to approve Ordinance No. 2020-06. The Board previously reviewed the proposal at its September 22, 2020 meeting.

FISCAL IMPACT

None.

RECOMMENDATION

Approve Ordinance No. 2020-06.

LIST ATTACHMENTS

Draft Ordinance No. 2020-06 w/ Attachments
Planning Commission Recommendation

ORDINANCE No. 2020-06

AN ORDINANCE ADOPTING VARIOUS AMENDMENTS TO THE SUBDIVISION CODE (TITLE 17), ZONING CODE (TITLE 21), AND SEPA CODE (TITLE 16)

WHEREAS, RCW 36.70 authorizes Skamania County (the County) to adopt or amend zoning regulations; and

WHEREAS, RCW 58.17 authorizes counties to adopt and amend platting regulations, including provisions for subdivisions and short plats; and

WHEREAS, the County has adopted subdivision and short plat regulations in Title 17; and

WHEREAS, the County has adopted zoning regulations in Title 21; and

WHEREAS, the County has adopted State Environmental Policy Act (SEPA) regulations in Title 16; and

WHEREAS, in response to receipt of public comment and completion of a Buildable Lands Inventory and Housing Needs Analysis in 2020, the County's Community Development Department and Planning Commission have reviewed the aforementioned titles for the purpose of reducing regulatory burdens on property owners and protecting the general health, safety, and welfare of the public; and

WHEREAS, the Community Development Department and Planning Commission have proposed various amendments to Title 17, Title 21, and Title 16; and

WHEREAS, the Planning Commission, having provided proper notice in the Skamania County Pioneer, and with a quorum present, conducted a public hearing at its August 18, 2020, meeting; and

WHEREAS, the Planning Commission, after said hearing, voted to recommend approval of these various text amendments; and

WHEREAS, a SEPA Determination of Non-Significance (DNS) was issued on August 5, 2020, after environmental review of the draft text was completed; and

WHEREAS, the amendments will reduce regulatory burdens on property owners; and

WHEREAS, the amendments protect the general health, safety, and welfare of the public; and

WHEREAS, the Board of County Commissioners approved Ordinance 2020-06 on September 29, 2020.

NOW THEREFORE BE IT HEREBY ORDAINED AND ESTABLISHED the Board of County Commissioners adopts Ordinance 2020-06, amending the Skamania County Code as follows:

SECTION 1: Title 21 is amended as shown in Attachment 1.

Attachment 1

TITLE 21 TEXT AMENDMENTS

1 Chapter 21.65 - CARSON FINAL ZONING

2
3 **21.65.060 High density residential zone classification (HDR).**

4 A. Allowable Uses.

5 ~~8. Light home industry, consistent with Chapter 21.70 of this title.~~

6 ~~9. Cottage occupations, consistent with Chapter 21.70 of this title.~~

7 B. Administrative Review Uses.

8 ~~2. Light home industry, consistent with Chapter 21.70 of this title.~~

9 ~~3. Cottage occupations, consistent with Chapter 21.70 of this title.~~

10
11 **21.65.070 Rural residential zone classification (RR).**

12 A. Allowable Uses.

13 ~~10. Light home industry, consistent with Chapter 21.70 of this title.~~

14 ~~11. Cottage occupations, consistent with Chapter 21.70 of this title.~~

15 B. Administrative Review Uses.

16 ~~1. Light home industry, consistent with Chapter 21.70 of this title.~~

17 ~~2. Cottage occupations, consistent with Chapter 21.70 of this title.~~

18
19 **21.65.080 Rural estate zone classification (RE).**

20 A. Allowable Uses.

21 ~~10. Light home industry, consistent with Chapter 21.70 of this title.~~

22 ~~11. Cottage occupations, consistent with Chapter 21.70 of this title.~~

23 B. Administrative Review Uses.

24 ~~1. Light home industry, consistent with Chapter 21.70 of this title.~~

25 ~~2. Cottage occupations, consistent with Chapter 21.70 of this title.~~

26

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 Chapter 17.04 – GENERAL PROVISIONS

2 **17.04.005 Purpose.**

3 The purpose of this title is to regulate the division of land and to promote the public health, safety and general
4 welfare in accordance with standards established by RCW 58.17 to prevent the overcrowding of land; to lessen
5 congestion in the streets and highways; to promote effective use of land; to promote safe and convenient travel by
6 the public on streets and highways; to provide for adequate light and air; to facilitate adequate provision for water,
7 sewerage, parks and recreation areas, sites for schools and schoolgrounds and other public requirements; to provide
8 for proper ingress and egress; to provide for the expeditious review and approval of proposed subdivisions which
9 conform to zoning standards and local plans and policies; to adequately provide for the housing and commercial
10 needs of the citizens of Skamania County; and to require uniform monumenting of land divisions and conveyancing
11 by accurate legal description.
12

13 **17.04.010 Applicability.**

14 ...

15 B. Exemptions. The provisions of Chapters 17.04 through 17.61 shall not apply to:

16 ...

17 7. A one-time division of land creating one lot of 5 acres or larger, provided that:

18 (1) any created lot would satisfy the minimum lot size and dimensional requirements of the zoning
19 designation in which it is located;

20 (2) the parent parcel from which the proposed parcel to be segregated from was in existence in its current
21 configuration on January 1, 2020;

22 (3) the deed shall be recorded with a note stating that Skamania County provides no warranty that the
23 parcel has been reviewed for buildability, water availability, sewer, or access. Buyers of such lots shall
24 perform their own due diligence regarding the ability to develop, obtain water, develop a septic system, and
25 access the parcel; and

26 (4) the remainder parcel resulting from this land division shall also be at least 5 acres in size and shall
27 comply with SCC 17.04.010(B)(7)(1) and SCC 17.04.010(B)(7)(3).
28
29

30 **17.04.020 Administration.**

31 ~~General.~~ The county planning director ~~Community Development Director or the Community Development~~
32 Director's designee, hereinafter referred to as the administrator, is vested with the duty of administering subdivisions
33 and platting regulations within the unincorporated areas of the county, subject to the review of the hearing examiner.
34 ~~The planning director may appoint an assistant planner within the planning department to be the administrator.~~ (Ord.
35 2007-02 (part); Ord. 1992-03 (part); Ord. 1985-03 § 4.0)

36

37 **Chapter 17.08 – DEFINITIONS**

38 "Standard sheet" means ~~twenty-two inches by thirty-two~~ eighteen inches by twenty-four inches with a one-half inch
39 border on three edges and a two-inch border along the left hand edge for binding purposes. For final plat the material
40 shall be a reproducible (mylar) polyester film or paper approved by the county auditor.
41

42 **Chapter 17.12 – PRELIMINARY PROCEDURES**

43 **17.12.010 Application and preliminary plat submission.**

44 A. Any person intending to subdivide land in an unincorporated area of Skamania County shall obtain a subdivision
45 ~~notification application~~ form and an ~~environmental~~ SEPA checklist form from the county planning department.
46 These completed forms, and the preliminary plat and any restrictive covenants proposed upon land within the
47 subdivision shall then be submitted to the planning department, and a date of receipt shall be affixed onto these

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 documents. When required, other related application forms including land division water, land division septic,
2 critical areas, and clear and grade applications shall be submitted with the subdivision application form.

3 B. When the administrator determines that the items required by Section 17.24.050, General standards, have been
4 met, the administrator shall circulate the preliminary plat, any restrictive covenants, and the ~~environmental-SEPA~~
5 checklist to the applicable agencies listed in Section 17.12.060. If the requirements in Section 17.24.050 have not
6 been satisfactorily met, the administrator shall inform the subdivider of the inadequacies in writing and request the
7 deficiencies be corrected prior to submitting the preliminary plat, restrictive covenants, and ~~environmental-SEPA~~
8 checklist to the agencies in Section 17.12.060

9 ...

10 **17.12.020 Time limitation for approval or disapproval of preliminary plats.**

11 Preliminary plats shall be approved, disapproved or returned to the applicant for modification or correction within
12 ninety days from the date of filing unless the applicant consents to an extension of this time period; provided, that if
13 an environmental impact statement is required as provided in RCW Section 43.21C.030, the ninety-day period shall
14 not include the time spent preparing and circulating the environmental impact statement. The ninety-day period shall
15 also not include any time required by the applicant to complete the submission of any supplementary reports or
16 documentation required by the associated SEPA determination, such as drainage or stormwater reports and road
17 construction plans.(Ord. 1985-03 § 6.20)

18 **17.12.030 ~~Preliminary conference~~Pre-application meeting.**

19 When the administrator deems it necessary or at the request of the subdivider, a ~~conference-pre-application meeting~~
20 may be called between the subdivider or his agent and the agencies involved with plat review prior to submission of
21 a preliminary plat and the ~~environmental-SEPA~~ checklist. The administrator shall provide in writing, a summary of
22 meeting minutes and any action items from the meeting within 14 days after the meeting. (Ord. 1985-03 § 6.30)

23 ...

24 **17.12.060 Preliminary plat distribution.**

25 A. The administrator shall distribute the preliminary plat and the ~~environmental-SEPA~~ checklist or environmental
26 impact statement and any restrictive covenants to the following agencies:

- 27 1. County engineer;
- 28 2. ~~Southwest Washington health district~~Local health authority;
- 29 3. Public utility district;
- 30 4. Fire district and/or department of natural resources in which proposed subdivision is located;
- 31 ~~5. Community council in which proposed subdivision is located;~~
- 32 ~~6. Washington Columbia Gorge Commission if the proposed subdivision is located within the boundary of the~~
33 ~~Columbia River Gorge;~~
- 34 ~~7~~5. To any city council adjacent to or within one mile of the proposed subdivision which contemplates the use
35 of any city utilities;
- 36 ~~8~~6. To the Washington State Department of Transportation or its successor, if the proposed subdivision is
37 located adjacent to the right-of-way of a state highway;
- 38 ~~9~~7. To the Washington State Department of Ecology, or its successor, if the proposed subdivision lies within a
39 flood control zone designated pursuant to Chapter 86.16 RCW;
- 40 ~~10~~8. Other utilities (e.g., telephone, cable television);

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ~~19.~~ Other relevant agencies as deemed by the administrator.

2 ...

3 **17.12.070 Hearing examiner hearing date.**

4 ...

5 B. The administrator shall forward copies of the agency's comments and recommendations to the subdivider and
6 hearing examiner at least ten days prior to the preliminary plat public hearing. (Ord. 2007-02 (part); Ord. 1985-03 §
7 6.70)

8

9 **Chapter 17.16 – HEARING EXAMINER REVIEW**

10 ~~17.16.070 — Unapproved plat not to be filed — Prosecuting attorney — County auditor — Action.~~

11 ~~The county auditor shall refuse to accept any plat for filing until the hearing examiner has given approval of the plat.~~
12 ~~Should a plat or dedication be filed without such approval, the prosecuting attorney shall apply for a writ of mandate~~
13 ~~in the name of, and on behalf of, the hearing examiner, directing the auditor and assessor to remove from their filed~~
14 ~~or records the unapproved plat, or dedication of record. (Ord. 2007-02 (part))~~

15

16 **Chapter 17.20 - BOARD ACTION**

17 ~~17.20.010 — Public meeting.~~

18 ~~Upon receipt of the planning commission's preliminary plat recommendation the board shall at its next public~~
19 ~~meeting set the date for the public meeting where it may adopt or reject the recommendations of the planning~~
20 ~~commission. (Ord. 1985-03 § 8.10)~~

21 ~~17.20.020 — Public hearing.~~

22 ~~If, after considering the planning commission's recommendation at a public meeting, the board deems that a change~~
23 ~~in the planning commission's recommendation approving or disapproving any preliminary plat is necessary, the~~
24 ~~change of the recommendation shall not be made until the board conducts a public hearing and thereupon adopts its~~
25 ~~own recommendations and approves or disapproves the preliminary plat. (Ord. 1985-03 § 8.20)~~

26 ~~17.20.030 — Submission for approval.~~

27 ~~A preliminary plat of proposed subdivisions and dedications of land shall be submitted for approval to the board.~~
28 ~~Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed~~
29 ~~simultaneously with applications for rezones, variances, planned unit developments, site plan approvals and similar~~
30 ~~quasijudicial or administrative actions to the extent that procedural requirements applicable to these action permit~~
31 ~~simultaneous processing. (Ord. 1985-03 § 8.30)~~

32 ~~17.20.040 — Approval or disapproval of subdivision and dedication — Factors to be considered — Finding —~~
33 ~~Release from damages.~~

34 ~~The board shall inquire into the public use and interest proposed to be served by the establishment of the subdivision~~
35 ~~and dedication. It shall determine if appropriate provisions are made for, but not limited to, the public health, safety~~
36 ~~and general welfare, for open spaces, drainage ways, streets, alleys, other public ways, potable water supplies,~~
37 ~~sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant~~
38 ~~facts and determine whether the public interest will be served by the subdivision and dedication. If it finds that the~~
39 ~~proposed plat makes appropriate provisions for the public health, safety, and general welfare and for such open~~
40 ~~spaces, drainage ways, streets, alleys, other public ways, potable water supplies, sanitary wastes, parks and~~
41 ~~recreation, playgrounds, schools and schoolgrounds, and shall consider all other relevant facts, including sidewalks~~
42 ~~and other planning features that assure safe walking conditions, and that the public use and interest will be served by~~
43 ~~the platting of such subdivision and dedication, then it shall be approved. If it finds that the proposed plat does not~~
44 ~~make such appropriate provisions, or that the public use and interest will not be served, then the board may~~

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 disapprove the proposed plat. Dedication of land to any public body may be required as a condition of subdivision
2 approval and shall be clearly shown on the final plat. The board shall not as a condition to the approval of any plat
3 require a release from damages to be procured from other property owners. The board shall also consider the
4 physical characteristics of a proposed subdivision site and may disapprove a proposed plat because of flood,
5 inundation, or swamp conditions. Construction of protective improvements may be required as a condition of
6 approval, and such improvements shall be noted on the final plat. (Ord. 1992-08 (part); Ord. 1985-03 § 8.40)

7 **17.20.050 — Decision by board.**

8 Every decision by the board shall be in writing and shall include findings of fact and conclusions to support the
9 board's decision. Such findings of fact shall include a determination as to whether the preliminary plat is in
10 conformity with the minimum lot size requirement under the county comprehensive plan or any applicable zoning
11 map. (Ord. 1985-03 § 8.50)

12 **17.20.060 — Records.**

13 The board's proceedings concerning preliminary plats shall be recorded by the clerk of the board and shall be open
14 to public inspection. A copy of the proceedings shall be forwarded to the administrator for his files. (Ord. 1985-03 §
15 8.60)

16 **17.20.070 — Unapproved plat not to be filed — Prosecuting attorney — County auditor — Action.**

17 The county auditor shall refuse to accept any plat for filing until approval of the plat has been given by the board.
18 Should a plat or dedication be filed without such approval, the prosecuting attorney shall apply a writ of mandate in
19 the name of, and on behalf of, the board, directing the auditor and assessor to remove from their files or records the
20 unapproved plat or dedication of record. (Ord. 1985-03 § 21.0)

22 **Chapter 17.24 – PRELIMINARY PLAT**

23 **17.24.020 Time limitations for preliminary plat approval.**

24 A final plat, meeting all requirements of Chapters 17.04 through 17.61 and conditions imposed by the hearing
25 examiner for final plat approval, shall be submitted to the ~~hearing examiner~~ administrator for approval within five
26 years of the date of preliminary plat approval; provided that, this five-year time period shall retroactively apply to
27 any preliminary plat pending under Skamania County Subdivision and Platting Ordinance No. 1971-1 where the
28 authority to proceed with the filing of a final plat has not lapsed under said Ordinance No. 1971-1. An applicant who
29 files a written request with the ~~hearing examiner~~ administrator at least thirty days before the expiration of this five-
30 year period shall be granted a one-year extension upon a showing that the applicant has attempted in good faith to
31 submit the final plat within the five-year period. (Ord. 2007-02 (part); Ord. 1985-03 § 9.20)

32 **17.24.030 Approval—Other extensions of time.**

33 Other extensions of time may be granted by the ~~hearing examiner~~ administrator if the preliminary plat still meets the
34 requirements of state law and county ordinances in effect at the time of preliminary plat approval, and the ~~hearing~~
35 ~~examiner~~ administrator ~~makes a finding~~ finds under Section 17.20.040 that the preliminary plat still serves the public
36 interest. ~~The hearing examiner shall notify the administrator of its consideration of any other extension(s) of~~
37 ~~preliminary plat approval.~~ If the preliminary plat does not meet the requirements of Chapter 58.17 RCW and any
38 other applicable state law or county ordinances at the time an extension is applied for under this section, the ~~hearing~~
39 ~~examiner~~ administrator may, after reviewing the conditions of approval and making a finding under Section
40 17.20.040 that the plat still serves the public interest, grant an extension of time subject to the final plat meeting the
41 requirements of Chapter 58.17 RCW, and any other applicable state law and county ordinances at the time of the
42 preliminary plat extension approval date. Any other time extensions shall not exceed a period of one year in duration
43 for each additional extension of time. (Ord. 2007-02 (part); Ord. 1985-03 § 9.30)

44 ...

45 **17.24.050 General standards.**

46 ...

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 C. The plat shall be accompanied by a drainage report including a stormwater management plan which complies
2 with the Western Washington Stormwater Management Manual of 2019 or latest revision as allowed by the county
3 engineer. The Stormwater Management Plan shall contain a site-specific Western Washington Hydrology Model
4 (WWHM) subject to review by the county engineer. Any physical stormwater management facilities shall be
5 depicted on the plat along with any easements associated with stormwater facilities.

7 **Chapter 17.28 – FINAL PLAT**

8 **17.28.010 Approval—Filing period.**

9 A. A final plat may be filed with the administrator at any time within the preliminary plat approval period (~~three~~five
10 years or an approved extension time, Sections 17.24.010 through 17.24.040).

11 ...

12 **17.28.030 Distribution prior to approval.**

13 ...

14 B. The county engineer shall certify that the requirements of Chapter 17.44, Survey, have been met, any roads and
15 bridges developed in conjunction with the plat meet the requirements of either the county and/or private road
16 standards ordinance, approve the layout of such roads, stormwater management facilities and the construction of any
17 other structures required for final plat approval meet standard engineering specifications.

18 ...

19 **17.28.100 Standards—Map.**

20 ...

21 N. Subdivisions containing critical areas shall depict the boundary of the critical area on the plat
22 map and provide any notices required by Skamania County Code Title 19.

24 **Chapter 17.32 – DEDICATIONS**

25 **17.32.020 Dedication to corporation.**

26 Land in a subdivision may be dedicated to a homeowner’s association for roads, pedestrian walkways, water and
27 sewer systems, playgrounds and recreational uses, protective improvements, stormwater facilities or other general
28 purposes if the hearing examiner determines that the public interest will be served thereby. The homeowner’s
29 articles of incorporation shall provide that membership in the organization shall be appurtenant to ownership of land
30 in the subdivision; that the corporation is empowered to assess the said land for costs of construction and
31 maintenance of the improvements and property owned by the corporation, and that such assessments shall be a lien
32 upon the land. The hearing examiner may impose such other conditions, as it deems appropriate to assure that
33 property and improvements owned by the corporation will be adequately constructed and maintained. (Ord. 2007-02
34 (part): Ord. 1985-03 § 11.20)

36 **Chapter 18.36 – DESIGN STANDARDS**

37 **17.36.010 General.**

38 All roads, bridges, drains, culverts, sidewalks, curbs, stormwater facilities~~sewers~~, fire protection systems and related
39 structures or devices shall be constructed in accordance with standards currently in effect at the time of construction.
40 These standards shall be those contained in Chapters 17.04 through 17.60 or those promulgated by the board or may
41 be other than a county standard if approved by the county or required by state law. (Ord. 1985-03 § 12.10)

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ...

2 **17.36.030 ~~Standard~~ Minimum lot sizes, dimensions and proportions.**

3 A. Minimum lot sizes and dimensions shall be in conformity with any applicable zoning ordinance or county
4 comprehensive land use plan.

5 B. Lot size averaging may be used to satisfy the minimum lot size. The individual lots in a subdivision shall be
6 considered in compliance with minimum lot size requirements if the average area of all the lots in the subdivision
7 meets the minimum requirement for the zoning designation in which the short plat or plat is located, provided:

8 (1) that no individual lot therein shall be reduced more than 50% percent from the minimum required area; and

9 (2) that no lot in any subdivision approved for lot size averaging under this provision shall be further divided, unless
10 the zoning designation is changed such that the minimum lot size for the zone is less than or equal to the size of the
11 smallest lot in the subdivision. This provision shall be enforced by the inclusion of a note on the recorded plat map.

12 ~~B. The minimum lot size and dimensions for any subdivision not included under a zoned area of the county, or the~~
13 ~~county comprehensive land use plan, or the county shoreline management master program shall be:~~

14 ~~1. Where water supply is individual wells and individual sewage disposal systems are used, the minimum lot~~
15 ~~size shall be two acres. Minimum lot width shall be two hundred feet;~~

16 ~~2. Where an adequate public water supply and individual sewage disposal systems are used, the minimum lot~~
17 ~~size shall be twelve thousand five hundred square feet. Minimum lot width shall be ninety feet and minimum~~
18 ~~lot depth shall be one hundred twenty feet;~~

19 ~~3. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall be~~
20 ~~eight thousand square feet. Minimum lot width shall be seventy feet;~~

21 ~~4. Subdivisions B1, 2 or 3 of this section shall be the applicable lot size for the Rural I land use area of the~~
22 ~~Skamania County comprehensive land use plan. The Rural II and conservation land use areas are a minimum of~~
23 ~~two acres and ten acres respectively;~~

24 ~~5. For purposes of computing the size of lots in subdivision B1 of this section, the lot area may include public~~
25 ~~road rights of way and private road easements; provided, said rights of way and easements shall not exceed~~
26 ~~sixty feet in overall width for purposes of lot area computation;~~

27 ~~6. For purposes of computing the lot size in subdivisions B2 and 3 of this section, the lot area may not include~~
28 ~~public road rights of way and private road easements;~~

29 ~~7. In any of the subdivisions B1 through 4 of this section, the lot depth should not exceed the lot width by more~~
30 ~~than a ratio of four to one, being the depth. Access panhandles shall not be taken into account as part of the area~~
31 ~~calculations relative to minimum lot sizes indicated above. (Ord. 1985-03 § 12.12)~~

32 ...

33 **17.36.060 Lot access.**

34 A. Every lot shall be provided with satisfactory access by a public road connecting to an existing public road, or by
35 an easement which is permanent and inseparable from the lot served. Easements shall meet the minimum
36 requirements of the Skamania County Private Road Standards.

38 **Chapter 17.61 - PLAT ALTERATION—PLAT VACATION**

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 **17.61.010 Plat alteration.**

2 B. Upon receipt of an application for alteration, the administrator ~~hearing examiner~~ shall provide notice of the
3 application to all owners of property within a subdivision, and as provided for in Sections 17.12.020 and 17.12.080.
4 The notice shall establish a date for public hearing.

5

6 **Chapter 17.64 - SHORT PLATS AND SHORT SUBDIVISIONS**

7 ~~17.64.010—Conformity with comprehensive land use plan required.~~

8 ~~From and after June 22, 1981, all subdivisions and short plats shall conform to the county comprehensive land use~~
9 ~~plan in existence at the time of application for subdivision or short plat is made, subject to Skamania County Code,~~
10 ~~Chapters 17.64 and 17.52. (Ord. 2004-01 (part))~~

11 ~~17.64.015—Conformity with the national scenic area required.~~

12 ~~All short subdivisions located within the national scenic area shall be reviewed for consistency with this chapter~~
13 ~~after approval has been granted per Skamania County Code Title 22. If a conflict arises between the requirements of~~
14 ~~Title 22 and this chapter then Title 22 shall be controlling. (Ord. 2004-01 (part))~~

15 ...

16 **17.64.040 Exemptions from chapter applicability.**

17 ...

18 H. A one-time division of land creating one lot of 5 acres or larger, provided that:

19 (1) any created lot would satisfy the minimum lot size and dimensional requirements of the zoning designation in
20 which it is located;

21 (2) the parent parcel from which the proposed parcel to be segregated from was in existence in its current
22 configuration on January 1, 2020;

23 (3) the deed shall be recorded with a note stating that Skamania County provides no warranty that the parcel has
24 been reviewed for buildability, water availability, sewer, or access. Buyers of such lots shall perform their own due
25 diligence regarding the ability to develop, obtain water, develop a septic system, and access the parcel; and

26 (4) the remainder parcel resulting from this land division shall also be at least 5 acres in size and shall comply with
27 SCC 17.04.010(B)(7)(1) and SCC 17.04.010(B)(7)(3).

28
29 ...

30 **17.64.060 Procedures required generally—Distribution.**

31 A. Any property owner intending to divide land by this chapter shall obtain a short plat application from the
32 department. The applicant may then complete the application listing all required information as outlined within
33 Section ~~17.64.155-070~~ of this chapter.

34 ~~1. Prior to the submission of a short plat application it shall be the responsibility of the short plat subdivider to~~
35 ~~inquire to the district health officer in order to ascertain whether lot sizes larger than required under Section~~
36 ~~17.64.155, standard minimum lot sizes, dimensions and proportions of this chapter are recommended for the~~
37 ~~intended lot use.~~

38 ~~2. For lots intended for residential use or other building structures, the district health officer shall require a site~~
39 ~~evaluation test to determine whether the lots are suitable for subsurface sewage disposal. If larger lots are~~
40 ~~recommended, the district health officer shall forward a statement in writing to the short plat subdivider and a~~

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ~~copy to the administrator to this effect and specify the lot sizes, and reasons and conditions for the~~
2 ~~recommendation.~~

3 ...

4 **17.64.065 Pre-application meeting.**

5 When the administrator deems it necessary or at the request of the subdivider, a pre-application meeting may be
6 called between the subdivider or his agent and the agencies involved with plat review prior to submission of a
7 preliminary plat and the SEPA checklist. The administrator shall provide in writing, a summary of meeting minutes
8 and any action items from the meeting within 14 days after the meeting.

9 ...

10 **17.64.090 Application—Supporting documents required.**

11 A. Every short plat application shall be required to include a title report for legal proceedings confirming that title of
12 the lands described by the short subdivision is in the name of the owner(s) signing the certificate as noted in Section
13 17.64.080(G)(3) and showing restrictions encumbering the land. Title reports shall not be more than two months old
14 at the date of recording the short plat. (Ord. 2004-01 (part))

15 B. For plats intended for residential use or other building structures, a land division septic and land division water
16 application shall be required. Applicants may provide a water availability study completed by a Washington State
17 Licensed Hydrogeologist as an alternative to completing the land division water application.

18 C. The plat shall be accompanied by a drainage report including a stormwater management plan which complies
19 with the Western Washington Stormwater Management Manual of 2019 or latest revision as allowed by the county
20 engineer. The Stormwater Management Plan shall contain a site-specific Western Washington Hydrology Model
21 (WWHM) subject to review by the county engineer. Any physical stormwater management facilities shall be
22 depicted on the plat along with any easements associated with stormwater facilities.

23
24 D. A SEPA checklist is required when any wetlands, lakes, ponds, streams, or rivers are located within the boundary
25 of the proposed short plat.

26 ...

27 **17.64.155 ~~Standard in~~ Minimum lot sizes, dimensions and proportions.**

28 A. Minimum lot sizes and dimensions shall be in conformity with any applicable zoning ordinance or the county
29 comprehensive land use plan.

30 B. Lot size averaging may be used to satisfy the minimum lot size. The individual lots in a subdivision shall be
31 considered in compliance with minimum lot size requirements if the average area of all the lots in the subdivision
32 meets the minimum requirement for the zoning designation in which the short plat or plat is located, provided:

33 (1) that no individual lot therein shall be reduced more than 50% percent from the minimum required area; and

34 (2) that no lot in any subdivision approved for lot size averaging under this provision shall be further divided, unless
35 the zoning designation is changed such that the minimum lot size for the zone is less than or equal to the size of the
36 smallest lot in the subdivision. This provision shall be enforced by the inclusion of a note on the recorded plat map.

37 C. Prior to the submission of a short plat application it shall be the responsibility of the short plat applicant to inquire
38 to the district health officer in order to ascertain whether larger lot sizes are recommended for the intended lot use.

39 A. The minimum lot size and dimensions for any short subdivision not included under a zoned area of the county or
40 the county comprehensive land use plan shall be:

41 1. Where water supply is individual wells and individual sewage disposal systems are used, the minimum lot
42 size shall be two acres. Minimum lot width shall be two hundred feet.

Attachment 2

TITLE 17 TEXT AMENDMENTS

1 ~~2. Where an adequate public water supply and individual sewage disposal systems are used, the minimum lot~~
2 ~~size shall be twelve thousand five hundred square feet. Minimum lot width shall be ninety feet and minimum~~
3 ~~lot depth shall be one hundred and twenty feet.~~

4 ~~3. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall be~~
5 ~~eight thousand square feet. Minimum lot width shall be seventy feet.~~

6 ~~4. For purposes of computing the size of lots in subsections (A)(1), (A)(2) or (A)(3) of this section, shall be the~~
7 ~~applicable lot size for the Rural I land use area of the Skamania County comprehensive land use plan.~~

8 B.

9 ~~1. For purposes of computing the size of lots in subsection (A)(1) of this section, the lot area may include~~
10 ~~public road rights-of-way and private road easements; provided said rights-of-way and easements shall not~~
11 ~~exceed sixty feet in overall width for purposes of lot area computation.~~

12 ~~2. For purposes of computing the size of lots in subsections (A)(2) and (A)(3) of this section, the lot area may~~
13 ~~not include public road rights-of-way and private road easements;~~

14 ~~C. In any of subsections (A)(1) through (A)(4) of this section, the lot depth should not exceed the lot width by more~~
15 ~~than a ratio of four to one, four being the depth. Access panhandles shall not be taken into account as part of the area~~
16 ~~calculations relative to minimum lot sizes indicated above. (Ord. 2004-01 (part))~~

17

Attachment 3

TITLE 16 TEXT AMENDMENTS

1 Chapter 16.04 SEPA RULES

2 ...

3

4 16.04.060 Use of exemptions.

5 A. If a proposal includes both exempt and nonexempt actions, the county may authorize exempt actions prior to
6 compliance with the procedural requirements of this chapter, except that:

7 1. The county shall not give authorization for:

8 a. Any nonexempt action; or

9 b. Any action that would have an adverse environmental impact; or

10 c. Any action that would limit the choice of alternatives.

11

12 ~~B. All subdivisions, short subdivisions and amendments to subdivisions or short subdivisions that increase the~~
13 ~~original number of approved lots require an environmental checklist review.~~



Skamania County
Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

SKAMANIA COUNTY PLANNING COMMISSION
MOTION TO RECOMMEND APPROVAL OF
AMENDMENTS TO TITLE 16, TITLE 17, AND TITLE 21

The Skamania County Planning Commission conducted a public hearing to consider proposed text amendments to Title 16, Title 17, and Title 21 on August 18, 2020.

I, Adam King, do hereby move that the Skamania County Planning Commission make the following Findings of Fact, and Conclusions.

FINDINGS OF FACT

- A. RCW 36.70 authorizes counties to adopt or amend zoning regulations.
- B. RCW 58.17 authorizes counties to adopt and amend platting regulations, including provisions for subdivisions and short plat.
- C. The proposed amendments to the County's SEPA, Subdivision, Short Plat, and Zoning regulations are consistent with state law and the County's Comprehensive Plan.
- D. The Planning Commission, having provided proper notice in the Skamania County Pioneer, and with a quorum present, conducted a public hearing at its August 18, 2020, meeting.

CONCLUSIONS

Based on public comment and staff analysis, the proposed text amending Title 16, Title 17, and Title 21 will reduce regulatory burdens on property owners and protect the general health, safety, and welfare of the public, and should be recommended to the Board of County Commissioners for approval.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events	
	Department	Signature
<u>AGENDA DATE</u>	09/29/20	
<u>SUBJECT</u>	2020 Lodging Tax Contracts – Carson Christmas Festival	
<u>ACTION REQUESTED</u>	Sign the Contract	

SUMMARY/BACKGROUND

The **Chamber of Commerce on behalf of the Wind River Business Association** has requested \$6,000 in Lodging Tax money to promote and operate the Carson Christmas Festival. After review the Lodging Tax Committee recommended using \$2,000 to promote and market for the event. Previously the Chamber of Commerce applied for \$8,500 for the Logtober Festival, which was canceled due to the Covid-19 restrictions. The application would use \$2,000 of the \$8,500 already budgeted for the Logtober Festival to go to the Carson Christmas Festival instead.

FISCAL IMPACT

\$2,000 in Lodging Tax

RECOMMENDATION

The Skamania County Board of Commissioners furthers the process by signing the contract.

LIST ATTACHMENTS

Facesheet
Contract

**SKAMANIA COUNTY - SERVICE CONTRACT
2020**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

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

2. **INDEPENDENT CONTRACTOR STATUS**

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

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of two (2) pages attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided

that, change orders affecting the total contract price must be signed by the Board of Commissioners for the COUNTY.

4. **TERMS OF CONTRACT**

The contract shall begin on **SEPTEMBER 29, 2020** and terminate on **December 31, 2020**; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met.

5. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall be in the amount of **\$2,000** and shall be paid in full upon receipt of an invoice for said contract amount, as outlined in Attachment B, consisting of **one (1)** page, which has been attached hereto and incorporated herein.

B. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds. If the total amount paid to the **CONTRACTOR**, as a sub-recipient of federal funds, exceeds \$300,000 in federal funds during a calendar year, the **CONTRACTOR** shall be required to have an independent audit of the use of the federal funds as required in OMB Circular A-133.

6. ~~**INSURANCE**~~

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

7. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suites, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of

the Contractor or its agents' and employees' concurrent negligence.

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

1. Deny an individual any services or other benefits provided under this agreement.
2. Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
3. Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
4. Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

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

12. **DISPUTES**

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

- A. be in writing; and
- B. state the disputed issues; and
- C. state the relative positions of the parties; and
- D. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- E. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

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

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

- A. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination.
- B. Upon termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall, at the option of the **COUNTY**, become the **COUNTY'S** property. The **CONTRACTOR** shall be entitled to payment for work completed and this contract shall terminate.
- C. In the event the **CONTRACTOR** is determined to be in default of this contract the **COUNTY** shall be entitled to damages, computed by subtracting from the cost to the County in completing any unfurnished work, the unpaid balance of the agreed upon contract price, and the **COUNTY** may withhold any payments owed to the

CONTRACTOR for the purposes of set off until such time as the exact amount of damages can be computed.

15. **NON-DEFAULTING TERMINATION**

- A. All or any part of the services to be performed hereunder are to be funded by revenues granted to the **COUNTY** from federal or state agencies and, in the event said grant monies should for any reason not be received by the **COUNTY** or should be terminated by the granting agency, then this contract shall terminate without damages to either party. **PROVIDED THAT** the **CONTRACTOR** shall be entitled to be paid for the work performed to date to the extent the **COUNTY** is entitled to receive reimbursement for any such payment; and, in that regard, the **CONTRACTOR** agrees that it understands the **COUNTY'S** source of funding for this project and assumes the risk involved in undertaking a project on a reimbursable basis.
- B. Notwithstanding the term of this agreement either party may terminate this agreement without cause by giving the other party thirty (30) days written notice of said termination.

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

DATED: _____ **2020.**

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

CHAMBER OF COMMERCE

Chairman

Director

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"
2020 SCOPE OF WORK
SKAMANIA COUNTY CHAMBER OF COMMERCE

DESCRIPTION OF PROJECT/EVENT

**PROJECTS PROMOTING THE ASSETS OF SKAMANIA COUNTY
AND ENCOURAGING VISITATION:**

The Christmas in Carson is expanding this year to help attract tourism during the holiday season. The Chamber of Commerce will use this money for promotion materials and marketing.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

DELIVERABLES

Annually: CONTRACTOR will submit, with initial invoice a copy of the program.

ATTACHMENT "B"
2020 PAYMENTS FOR SERVICES
SKAMANIA COUNTY CHAMBER OF COMMERCE

To receive payment CONTRACTOR shall:

- Provide an itemized invoice to COUNTY
 - \$2,000 for promotion materials and marketing

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation
Accounts Payable
PO BOX 369
Stevenson, WA 98648

Schedule of Payments:

- Upon completion of the program an invoice will be submitted.

Reporting:

- The Chamber will provide a report provided by the Lodging Tax Committee for the State Report.
- The reimbursement invoice will also include a copy of receipts from the expenditures.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number:

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Skamania County Public Works
Contact Person: Tim Elsea
Title: Public Works Director/Engineer
Address: PO Box 1009
Address: Stevenson, WA 98648
Phone: 509.427.3979
Email/Web: elsea@co.skamania.wa.us

4. Brief description of purpose of the contract and County's contracted duties:
The Exhibit Hall and Midway Restrooms have had the roof replaced and the .09 Distressed County Funds will help pay for the project.

5. Term of Contract: From: 09/29/20 To: 12/31/20

6. Contract Award Process: (Check appropriate box)
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
Formal Sealed Bid Process (Purchase is over \$25,000)
This contract was awarded under RCW 36.32.245 or Skamania County Code
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies. Visit http://apps.leg.wa.gov/rcw/default.aspx?cite=36.32.245 for complete text of the RCW

Public Works Construction & Improvements Projects – RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

- Small Works Roster (PW projects up to \$200,000)
Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Amount Budgeted in Current Year: \$13,009.96 .09 Distressed County Funds

8. Amount Not Budgeted in Current Year \$

Total Non-County Funds Committed: \$ Source: _____

Total County Funds Committed: \$

TOTAL FUNDS COMMITTED: \$13,009.96

9. County Contact Person: Name: Alex Hays
Title: Community Events Program Manager
Submitted for Skamania County

10. Department Approval:
Department Head or Elected Official Signature

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Events	
	Department	Signature
<u>AGENDA DATE</u>	09/29/20	
<u>SUBJECT</u>	2020 .09 Application Award– Exhibit Hall Project	
<u>ACTION REQUESTED</u>	Sign the contract	

SUMMARY/BACKGROUND

The Skamania County Community Events and Recreation department requested \$13,009.96 on behalf of Skamania County in .09 Distressed County money to help with the Exhibit Hall re-roofing project. This was our second request from the .09 funds to cover additional costs that went above our first forecasted budget.

FISCAL IMPACT

\$13,009.96 in .09 Distressed County Funds

RECOMMENDATION

The Skamania County Board of Commissioners furthers the process by signing the contract.

LIST ATTACHMENTS

Facesheet
Contract

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND SKAMANIA COUNTY PUBLIC WORKS FOR THE PURPOSE OF AWARDING
FUNDS FROM THE .09 DISTRESSED COUNTY FUNDS**

(2020)

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY PUBLIC WORKS** hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. AUTHORITY TO CONTRACT.

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

2. INDEPENDENT CONTRACTOR STATUS.

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

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **SEPTEMBER 29, 2020** and terminate on **DECEMBER 31, 2020** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$13,009.96**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

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

8. **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

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

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

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

(1) Deny an individual any services or other benefits provided under this agreement.

(2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.

(3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

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

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

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

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

~~16. OWNERSHIP OF WORK PRODUCTS.~~

~~Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the COUNTY'S property.~~

~~17. CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

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

DATED: _____, 2020.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

PUBLIC WORKS

Chairman

Tim Elsea

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

ATTACHMENT "A"
2020 SCOPE OF WORK
SKAMANIA COUNTY PUBLIC WORKS

DESCRIPTION OF PROJECT/EVENT

The Skamania County Exhibit Hall and Midway Bathrooms, which is located on the fairgrounds at 650 SW Rock Creek Drive, underwent a roof replacement and some secondary work. The committee commissioned to review applications for the .09 Distressed County funds has awarded Skamania County Public Works \$13,009.96 to help pay for the project to be completed.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 82.14.370, and more specifically the projects/tasks listed herein.

\$13,009.96 Repair and Improvement of the Skamania County Exhibit Hall/Midway Bathrooms (82.14.370)

DELIVERABLES

The CONTRACTOR will submit an invoice will backup detailing the expenditures for reimbursement.

ATTACHMENT "B"
2020 PAYMENTS FOR SERVICES
SKAMANIA COUNTY PUBLIC WORKS

To receive payment CONTRACTOR shall:

- Provide an invoice to COUNTY with back up information detailing the total expenditure.

Requests for payments shall be mailed to:

Skamania County: Attention .09 Distressed County Funds
PO BOX 790
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided via a transfer.



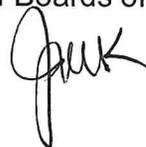
Washington State

County Road Administration Board

2404 Chandler Court SW, Suite 240 Olympia, WA 98502

www.crab.wa.gov 360-753-5989

TO: County Executives and Chairs of Boards of County Commissioners

FROM: John Koster, Executive Director 

DATE: August 31, 2020

RE: Certificate of Good Practice

It is my pleasure to send you the enclosed Certificate of Good Practice that was approved by resolution of the County Road Administration Board at its meeting on April 16, 2020. It is suggested that you present this certificate to your County Engineer at an appropriate time.

A Certificate of Good Practice has been transmitted to the State Treasurer on behalf of your county pursuant to the authority contained in RCW 36.78.090 as shown on the certificate enclosed. This action by the CRABoard will assure the continued distribution of your monthly state gas tax allotment from the Office of the State Treasurer.

On behalf of the members and staff of the CRABoard, I would like to express my appreciation for the cooperation we have received from and through your county engineer's office during the past year.

Enclosure

cc: County Engineers



CERTIFICATE OF GOOD PRACTICE

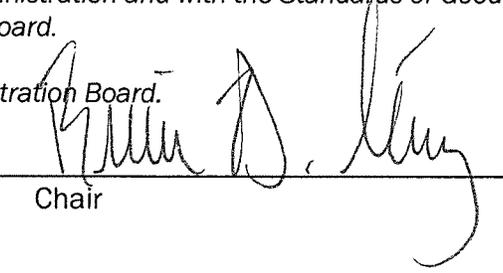
has been transmitted to the State Treasurer on behalf of

**SKAMANIA COUNTY
2019**

Pursuant to the authority contained in RCW 36.78.090 and in recognition of the fact that this county: a) has submitted to the Department of Transportation or to this Board all reports required by law or regulation of the Board; and; b) has reasonably complied with provisions of law relating to county road administration and with the Standards of Good Practice as formulated and adopted by the Board.

By resolution of the County Road Administration Board.

April 16, 2020


Chair