

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for December 8, 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

Join Zoom Meeting

- 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, December 8, 2020

9:00 AM Staff Meeting

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 November 10, 2020
2. Minutes for meeting of November 17, 2020
3. Minutes for meeting of November 24, 2020
4. Minutes for meeting of December 1, 2020
5. Liquor license renewals for Savage Grace Wines, South Hill Vineyards, LLC, and White Salmon Vineyard
6. Joint Resolution with the Clark County Councilors, and Klickitat and Skamania Boards of County Commissioners relating to the reappointment of Kathleen Maple to Position No. 6 representing Klickitat County
7. Ordinance 2020-08 Amending Skamania County Code Title 21-Zoning, In Order to Adopt Regulations for Short-Term Vacation Rentals
8. Certification of Property Tax Levies for Taxing Districts for collection in 2021
9. Letter of Engagement with TDJ CPA Incorporated, Teresa Johnson to compile the County’s annual reported for the State Auditor’s Office and assist with the annual indirect cost allocation plan
10. Contract renewal with the City of Stevenson for incarceration services for Stevenson municipal inmates
11. Contract Amendment #1 with WA State Parks & Recreation Commission for snow removal in County Sno-Parks
12. Authorize the Chair to sign a lease extension with Truth Verification Services, LLC for the lease of office A103 in the Hegewald Center

Voucher Approval
Payroll Approval
Meeting Updates

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.

- 10:00 AM Department Head Reports
- 10:45 AM Skamania County Chamber of Commerce Updates, Angie Waiss, Executive Director
- 11:15 AM Skamania County Economic Development Council Updates, Kevin Waters, Executive Director
- Lunch
- 1:30 PM Board of Health
- 2:15 PM Workshop with the Public Works Director, Tim Elsea to discuss the Annual Construction Plan, 6-year Transportation Improvement Program, and Bridge Inspection report.
- Adjourn

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

Minutes for Meeting of November 10, 2020

The Commissioners met in their meeting room, at 240 NW Vancouver Ave. in Stevenson, at 9:00 a.m. on November 10, 2020 for a staff meeting with Commissioners Richard Mahar, and Robert Hamlin, Chair present. Alex Hays, Manager of Community Events and Recreation reported on the Christmas Basket program, a presentation to the Chamber of Commerce of footage taken by a drone. He also reported on CARES reimbursements, Law Library clean up, Christmas Basket program funds and contributions. Toni Farris, Probation Officer reported on client traffic, and Drug Court. Sophie Miller, Senior Services Program Manager reported on energy assistance program, transportation, grants and departmental revenues. Debbie Slack, Clerk of the Board reported on walk in agenda items for the week that including Joint Resolution for the Library Board, and Debit Card account motion moving funds from the Debit Card account at Riverview Community Bank back to Current Expense.

The meeting recess at 9:20 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on November 10, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Adam Kick, Prosecuting Attorney.

Mary Repar, Home Valley resident attend via ZOOM. She commented on the Sheriff's lack of signage at the Jail, lack of deputies wearing masks. She commented on the need for mandated mask signs at all County Buildings.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting of September 29, 2020
2. Minutes for meetings of October 6-8, 2020
3. Minutes for meeting of October 13, 2020
4. Indirect Cost Allocation Rate for 2020-2023
5. Set a Public Hearing for 5:30 p.m. on December 15, 2020 to take public comment and consider the 2021-2026 Six Year Transportation Improvement Program
6. Memorandum of Understanding with Skamania County Sheriff's Office to provide secure transport of in-custody juveniles
7. Contract with Vancouver Guidance Clinic for evaluations and treatment for clients of the Juvenile Department
8. Agreement with Northwest Pump for software, setup, training and upgrades to Skamania County fuel sites
9. Contract with Area Agency on Aging & Disabilities of Southwest Washington for MIPPA outreach
10. Service Level Agreement with Washington Technology Solutions for state-wide consortium for high quality imagery

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve vouchers for the period dated November 10, 2020 in the total amount of \$175,478.15 with \$45,706.02 being Current Expense, covering warrants numbers 179054 through 179118.

Commissioner Mahar moved, seconded by Commissioner Hamlin and motion carried unanimously to move \$40,000 from Riverview Community Bank Debit Card Account to the County's Current Expense fund. The funds were originally deposited in the Debit Card Account to use for necessary spending during the COVID-19 pandemic.

Commissioner Mahar moved, seconded by Commissioner Hamlin and motion carried unanimously to approve a Joint Resolution of the Clark County Council and the Klickitat and Skamania County Boards of County Commissioners to appoint Kelsi Gilkey to position #7 representing Clark County.

The Board reported on various meetings they attended. Commissioner Mahar reported on the weekly Governor Inslee media call. He also reported on a weekly call with Representative Gina Mosbrucker, and other calls including, Lower Fish Recovery Board, and Washington State Associations of Counties. Commissioner Hamlin reported on a call with Dan Fuller of the Stevenson Carson School District Board to talk about the swimming pool. He also reported on a Southwest Clean Air agency meeting and participating on the interview panel for a position in the Building Department. He also reported on the Mid-Columbia Economic Development District Business Symposium.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director submitted a report on Behavioral Health, Public Health, Mental Health and Developmental Disabilities. She also reported on supportive housing and Behavioral Health facilities. Kirby Richards, Community Health Administrative Director reported on COVID – 19 cases.
- Tim Elsea, Public Works Director/County Engineer submitted a reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He also reported on the new Duress Alarm System, a workshop of December 8, 2020 to discuss the Bridge report, a HSIP grant, and the 6-year Transportation Improvement Plan. He also reported County Road is working on winterization, Solid Waste revenues, Building Permit numbers for the Cities, IT server VPN project, Buildings and Grounds normal cleaning, winterizing, and no touch paper and flush and water bottle filling stations. He also reported on a retirement from the Wind River Business Park crew and no plans to re-fill the position.

The meeting recessed at 10:17 a.m. and reconvened at 11:02 a.m. the same day with Commissioners Richard Mahar, and Robert Hamlin, Chair present.

The Board met with Community Development to discuss final adoption of the Shoreline Master Program, and Comprehensive Plan Update. Alan Peters, Planner was joined by the County's Consultants from WSP USA and gave an overview of the update. Once the Board adopts the Shoreline Master Plan and the Department of Ecology takes final action this will conclude the comprehensive SMP update process that began in 2014. They are required to be updated every periodically every 8 years or by June 30, 2020 based on the County's mandated completion date for the comprehensive update of 2012. The due date for the periodic update is extended until June 30, 2021 under the grant contract with Ecology. Discussion of required and recommended changes were discussed. The Department of Ecology is requiring a total of 21 changes to the County's locally approved SMP and recommending a total of 38 changes. Next steps in the process include a public hearing by the Board of County Commissioners to adopt the required and

recommended changes by ordinance. The final updated SMP document and associated item will be sent to Ecology for their final action and will become effective 14 days thereafter.

The meeting recessed at 11:49 a.m. and reconvened at 5:30 p.m. the same day with Commissioners Richard Mahar, and Robert Hamlin, Chair present.

The Board held a public hearing to take public comment and consider adoption of the 2021 Preliminary Budget. A staff report was given by Debbie Slack, Clerk of the Board. There were no questions from the Board, no public comment and no Board deliberations. Commissioner Mahar moved, seconded by Commissioner Hamlin and motion carried unanimously to approve the 2021 Preliminary Budget.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion carried unanimously to set a public hearing for 5:30 p.m. on Tuesday, December 15, 2020 to consider adoption of the 2021 Final Budget and to consider setting the Current Expense and County Road Property Tax Levies.

The meeting adjourned at 5:42 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 November 17, 2020

The Commissioners' business meeting was called to order at 9:30 a.m. on November 17, 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 Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes for meeting of October 20, 2020
2. Minutes for meeting of October 27, 2020
3. Resolution 2020-35, Pay and Partially Re-Pay Current Expense Loans
4. Resolution 2020-36, Establish Interfund Loan to Current Expense Fund from Cumulative Reserve Loan fund
5. Contract renewal with Zillow Group to provide digital recorded documents
6. Contract renewal with Corelogic Solutions, LLC to provide digital recorded documents
7. Contract renewal with Clark County Title Company to provide digital recorded documents
8. Contract renewal with Columbia Gorge Title Company to provide digital recorded documents
9. Contract renewal with Black Knight Real Estate to provide digitized documents

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated November 17, 2020 in the total amount of \$62,716.07 with \$25,280.90 being Current Expense, covering warrants numbers 179127 through 179169.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve a letter to Senators Patty Murray and Marie Cantwell, and Congresswoman Jaime Herrera Beutler regarding COVID-19 restrictions for Washington State.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to approve a letter to U.S. Department of Agriculture Secretary, Sonny Perdue urging the Secretary to reject amendments, relating to urban areas, in the revisions to the Management Plan for the Columbia River Gorge National Scenic Area, recently adopted by the Columbia River Gorge Commission.

The Board reported on various meetings they attended. Commissioner Lannen reported he will be participating in the virtual WSAC County Leadership Conference later that week. Agenda topic for conference were discussed amongst the Board. Commissioner Lannen will participate in a Land Use seminar, Commissioner Mahar will participate in a Frequently Asked Questions for Public Officials sponsored by MRSC and Commissioner Hamlin will join a Data Labor and Union Negotiations session. Commissioner Lannen also reported on attending a Community Health Managers' meeting. The

Commissioners will each attend the meeting on a weekly rotation. Commissioner Mahar meets with the Department on November 23rd. Commissioner Lannen also reported on a WSAC meeting and presenting and Chairing the Timber Counties Caucus meeting. He also reported on a National Forest Counties and Schools Coalition meeting. Commissioner Mahar reported the next Fair Board meeting will be February 2021, and ideas for a Fair theme should be sent to David Waymire. He also reported on the weekly Governor Inslee call, a North Country EMS meeting, and a call with Representative Gina Mosbrucker. Commissioner Hamlin reported on the MCEDD Loan Administration Board meeting, a Canvassing Board meeting, and a Stevenson Downtown Association retreat. He also participated in a WSAC call regarding the Governors new restrictions regarding COVID 19, and a Southwest Clean Air Agency meeting.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director submitted a report on Behavioral Health, Public Health, Mental Health and Developmental Disabilities. She also reported she will be participating in many meeting during this week. She also reported on a vaccination tent and the designated spot for it. COVID 19 tests and labs, data around schools, COVID 19 case numbers, patterns of COVID 19, and COVID 19 website data for Skamania County were also discussed with Kirby Richards, Community Health Administrative Director and Tamara.
- Tim Elsea, Public Works Director/County Engineer submitted a reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He also reported on snow plowing on passes, and windstorm clean up. He also reported on the Duress panic alarm system, and UV filter installments. He also reported on IT servers and a meeting with Commissioner Lannen, and IT staff.

The meeting recessed at 10:25 a.m. and reconvened at 1:32 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met with Forest Service personnel for updates. Rebecca Hoffman, Manager of Mt. St. Helen's National Volcanic Monument reported on the Spirit Lake project and expects a Decision Notice to be signed by the end of 2020. She also reported Forest Service Road 99 to Windy Ridge is closed for the season. She also reported she will be detailing to the Forest Supervisor's Office as the Acting Deputy Forest Supervisor for up to four months. The current Acting FS, Angie Elam is detailing to Region 2 in Colorado. She reported Climbing Permits have increased. Erin Black, Mt. Adam's District Ranger reported on personnel hiring, including a recreation planner and reviewing applications for a position in presale at Wind River. There is still her planning team leader position that hopefully will be filled this winter. She also reported on Timber Sales, Recreation, Christmas Tree permit sales, and a follow up on the Big Hollow Fire. She reported work on a small sale to sell some logs that were decked as part of fire suppression. Also, Mt. Adam's District received funding to conduct rehabilitation from fire suppression, that included funding to fell hazard trees for access to trailheads and major roads. A handful of roads and trails that were hit the hardest by the fire still have a closure in place. She also reported the planning team is looking into what is needed to allow the continued harvest of two active timber sales that were within the fire perimeter.

The meeting adjourned at 1:58 p.m. and the Board will be attending the virtual Washington State Association of Counties, County Leadership Conference the rest of the week.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Commissioner

Clerk of the Board

Aye _____
Nay _____
Abstain _____
Absent _____

BOARD OF SKAMANIA COUNTY COMMISSIONERS
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Minutes for Meeting of November 24, 2020

The Commissioners met in their meeting room, at 240 NW Vancouver Ave. in Stevenson, at 9:00 a.m. on November 24, 2020 for a staff meeting with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present. Alex Hays, Manager of Community Events and Recreation reported on Capital Fair Fund projects, Christmas basket Program, Law Library books, Lodging Tax Advisory Committee meeting, and CARES funds projects. Debi VanCamp, Human Resources Administrator reported on union negotiations, new hires for winter maintenance, and her upcoming schedule. Debbie Slack, Clerk of the Board reported on advertising for Supplemental Budget #6 and the need for the Board to ratify a letter signed by the Chair, Bob Hamlin to files regarding long distance costs during COVID 19.

The meeting recessed at 9:13 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on November 24, 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 Robert Waymire, County Auditor.

Robert Muth, Stevenson resident and three term City Council member thanked the Board for what they do and what they provide. He commented that he misstated info about the County budget and looks forward to listening to the Commissioner meeting.

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

1. Resolution 2020-39, A Joint resolution with Klickitat County to form the Skamania County Developmental Disabilities Advisory Board
2. Resolution 2020-38, amending Resolution 2020-16 approved on March 10, 2020, Authorizing a Ballot Proposition for Creation of a Metropolitan Park District regarding RCW citation 35.61.050(2)
3. Set payroll dates for the calendar year 2021
4. Conditions for out of state overnight travel for employees traveling on personal business to states other than Washington during COVID-19 Pandemic, beginning November 16, 2020 through December 14, 2020 as directed by Governor Jay Inslee
5. Contract with Kofile for digitization of historical books in the Auditor's office

Discussion included: Consent Agenda Item #1 and the possibility that the Klickitat County Commissioners' won't sign until the new Commissioner starts in January. The motion carried unanimously.

Lease agreement terms for Building #2315 at the Wind River Business Park was pulled from the agenda by Commissioner Hamlin as negotiations are still ongoing.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated November 24, 2020 in the total amount of \$411,495.16 with \$130,455.42 being Current Expense, covering warrants numbers 179233 through 179319.

Commissioner Mahar moved, seconded by Commissioner Lannen to approve payroll for the pay date of November 25, 2020 in the total amount of \$596,666.09, with \$358,100.49 being Current Expense, covering warrant numbers 42964-42984, and direct deposit numbers 67118-67295. Discussion: Commissioner Mahar asked what the pay date was. The pay date was stated as November 25, 2020 on the payroll report. The motion carried unanimously.

Commissioner Mahar moved, seconded by Commissioner Lannen and motion carried unanimously to ratify a letter to files regarding an increase in long distant calling. T

Hannah Brause, WSU Director, reported on 4-H virtual club kick off training, enrollments, Grab & Go Project Kits, county-level virtual club, and virtual learning opportunities. She also reported on Forest Youth Success and Mentoring Program, and Agriculture.

The Board reported on various meetings they attended. Commissioner Mahar reported on the WSAC County Leadership Conference. He also reported on the weekly Representative Mosbrucker call, and a Community Health Managers meeting. Meeting updates were continued to later the same day.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director submitted a report on Behavioral Health, Public Health, Mental Health and Developmental Disabilities. She also reported less meetings scheduled this week, and staff out on holiday leave. Kirby Richards, Community Health Administrative Director reported on COVID 19 cases and Tamara reported the website is updated once per week with COVID information. Also reported was a new lab will be used starting this day to process test kits.
- Tim Elsea, Public Works Director/County Engineer submitted a reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He also reported on the Duress panic system, RV Dump Stated, annual Bridge Inspection, snow plowing, culvert cleaning and brush cutting. There was also testing of a bat for rabies by Environmental Health. In IT, Tim reported cables are needed to shift the the servers over. He also reported on the lease being pulled from the agenda at Wind River Business Park. Commissioner Mahar and Tim will meet regarding the Salmon Falls Park and Ride. He also reported on rentals at Wind River Business Park.

The meeting recessed at 10:24 a.m. and reconvened at 10:35 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for a Safety Committee Report with Debi Van Camp, Human Resources, Administrator. 2020-04 – Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to agree with the Safety Committee and supervisor that this was an unpreventable incident on the part of the employee.

2020-E-06 – Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to agree with the Safety Committee and supervisor that this was an unpreventable incident on the part of the employee.

2020-E-07 – Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to acre with the Safety Committee and supervisor that this was a preventable accident. Employee should be more aware of surroundings.

The meeting recessed at 10:53 a.m. and reconvened the same day at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board participated in a workshop with the Financial Management Office, Elected Officials, and Department Heads to discuss County finances. Heidi Penner, Financial Management Administrator reported on October Revenues and Expenditures. A 5% reduction in the 2021 Budget was discussed, and an option for balancing the budget by changing beginning cash to bridge the gap. Commissioners Hamlin and Lannen agreed to that strategy. A budget workshop will be held on December 15, 2020 to go over last-minute budget items before the public hearing that evening. CARES funds were discussed.

The meeting recessed at 11:25 a.m. and reconvened the same day at 11:30 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board continued reported on meetings they attended. Commissioner Lannen reported on the virtual WSAC County Leadership Conference. He also reported on the Chamber of Commerce budget, Timber Counties meeting, Natural Resources plan draft, and a grant awarded for the PUD to receive funds for Broadband. Commissioner Hamlin reported on Timber Counties meeting, Wind River Advisory Committee meeting, and One Gorge Group.

The meeting recessed at 11:50 a.m. and reconvened the same day at 2:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board participated in a workshop to review a Planning Commission recommendation for short-term vacation rental regulations. Alan Peters, Assistant Planning Director gave a background on working with the Planning Commission to develop regulations for short-term rentals in Skamania County. He explained the public outreach, and staff analysis of the Planning Commission's recommendations. Staff recommends that the Board of County Commissioners place consideration of Ordinance 2020-08 on a future consent agenda in order to adopt the Planning Commission's recommendation for text amendments adopting short-term vacation rental regulations. In addition to text amendments the Planning Commissioner also recommends:

1. That the requirement to obtain a permit to operate a STVR not go in effect until July 1, 2021.
2. The Community Development Department and Board of County Commissioners work towards the most conservative permit fees possible.
3. That the Planning Commission review these regulations after one year to determine whether intended objectives are being achieved.

Commissioner Lannen moved, seconded by Commissioner Mahar, and motion carried unanimously for the Assistant Planning Director to move forward submitting the Ordinance for a December 2020 consent agenda.

The meeting recessed at 3:15 p.m. and reconvened the same day at 5:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held a Public Hearing to take public comment and consider for approval Ordinance 2020-07, Final Adoption of the Shoreline Master Program Comprehensive Updates. Alan Peters, Assistant Planning Director gave a staff report. He gave a brief overview of the process. There were not questions from the Board of Commissioners. Commissioners Mahar and Lannen voiced appreciation of the huge project and Commissioner Lannen commented he is weary of State regulations on Counties. There were no public comments. The Board did not deliberate. Commissioner Mahar moved, seconded by Lannen to approved Ordinance 2020-07. Commissioner Mahar said he agrees with Commissioner Lannen, he is weary of the overreach from the State, and he could vote no, but then the Department of Ecology takes back the grant funds. The motion carried unanimously.

The Board held a Public Hearing to take public comment and consider for approval, Resolution 2020-34, Supplemental Budget #5 to the 2020 Budget. Debbie Slack, Clerk of the Board gave a staff report, mentioning the amount needed from Current Expense for this supplemental. There were no public comments, and no Board deliberations. Commissioner Lannen moved, seconded by Commissioner Mahar and motion passed unanimously to approve the supplemental budget.

The meeting adjourned at 5:45 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 December 1, 2020

The Commissioners' business meeting was called to order at 9:30 a.m. on December 1, 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 Tim Elsea, Public Works Director.

There was no public comment.

Written Comments were received from Jeremy Stout regarding a Federal Lands Access Program (FLAP) grant for a Cape Horn Trailhead project.

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

1. Minutes for meetings of November 3-5, 2020
2. Lodging Tax recommendations
3. Set public hearing to take public comment and consider approval of Resolution 2020-40, Supplemental Budget #6 to the 2020 budget
4. Contract Amendment A with Washington State Military Department, to update the FEMA approved County Hazard Mitigation Plan.

Stan Hinatsu, Forest Service Recreation Staff Officer met with the Board via ZOOM to present Dog Mountain Trailhead and Cape Horn Trailhead projects. He discussed in increase of 25-50 parking spaces at Cape Horn Trailhead. Potential new areas for the Dog Mountain Trailhead were discussed as potential ways to alleviate congestion. Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to Authorize the Chair, Robert Hamlin to sign Federal Lands Access Program (FLAP) joint endorsement forms for Dog Mountain Trailhead and Cape Horn Trailhead project.

Tim Elsea, Public Works Director met with the Board to present a FLAP grant application for the Scale Shack RV Dump. Tim gave an overview of the project funding and its location on County owned property north of the Conrad Lundy Bridge in Carson. Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve the Federal Lands Access Program (FLAP) grant application for the Scale Shack RV Dump.

Tim Elsea, Public Works Director met with the Board to present a FLAP grant application for Wind River Road MP. 14 to .36 Slide Improvement Project. Tim gave an overview of the project, and the funding requirements. Commissioner Mahar moved, seconded by Commissioner Lannen and motion carried unanimously to Authorize the County Engineer, Tim Elsea to proceed with Federal Lands Access Program (FLAP) grant application for Wind River Road MP 14 to.36 Slide Improvement Project.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve vouchers for the period dated December 1, 2020 in the total amount of \$192,093.40 with \$24,381.24 being Current Expense, covering warrant numbers 179323 through 179388.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a special voucher run for the period dated November 25, 2020 in the total amount of \$5,069.22 with \$5,069.22 being Current Expense, covering warrant numbers 179320 through 179322.

The Board reported on various meetings they attended. Commissioner Mahar reported on a weekly call with Governor Inslee. The Board will continue meeting updates later in the meeting.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director submitted a report on Behavioral Health, Public Health, Mental Health and Developmental Disabilities. She also Duress Alarms being installed, COVID 19 vaccination plan, COVID testing requests, and laboratory testing companies. Kirby Richards, Community Health Administrative Director reported on a COVID exposure notification for cell phones. She also reported that there are 107 cases with more that tested positive that aren't county residents.
- Tim Elsea, Public Works Director/County Engineer submitted a reported on Engineering, County Road, ER & R, Solid Waste, Planning, Environmental Health, Building & Fire Safety, Information Technology, Buildings and Grounds and Wind River Business Park. He also reported on the consultant for Duress panic system is on site. He also reported on gas tanks and explained fuel prices. He reported that a bat that had been tested didn't have rabies. He also told the Board he will be meeting with Wind River Trust and Prosecutor Adam Kick on Thursday morning that week. He invited the Board to schedule time to view one of the houses at Wind River Business Park, #1046 that is very close to being remodeled.

The Board continued reporting on various meeting they attended. Commissioner Hamlin reported on a MCEDD Loan Administration Board meeting, BS an email from Pat Albaugh, Port of Skamania County Executive Director regarding redistricting of Commissioner Districts. Commission Lannen reported on a meeting with the Sheriff and Leanna Kinley of the City of Stevenson to discuss the Council members interest in modifying the Sheriff's contract with the City. He also reported on a webinar this week to look at various software programs for the County, and Department of Natural Resources 2020 Forest Plan regarding trust lands.

The meeting adjourned at 10:51 a.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 11/06/2020

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. SAVAGE GRACE WINES LLC	SAVAGE GRACE WINES 442 KRAMER RD UNDERWOOD WA 98651 0000	426964	DOMESTIC WINERY < 250,000 LITERS
2. SOUTH HILL VINEYARDS LLC	SOUTH HILL VINEYARDS 801 SCOGGINS RD BLDG B UNDERWOOD WA 98651 0000	428205	DOMESTIC WINERY < 250,000 LITERS
3. BREHM, PETER RICHARD BREHM, FAYE	WHITE SALMON VINEYARD 63281 STATE ROAD 14 UNDERWOOD WA 98651 9044	404140	DOMESTIC WINERY < 250,000 ADDL LOC



Washington State
Liquor and Cannabis Board
PO Box 43098,

, Olympia WA 98504-3098, (360) 664-1600

SKAMANIA COUNTY COMMISSIONERS
PO BOX 790
STEVENSON, WA 98648-0790



Washington State
Liquor and Cannabis Board

PO Box 43098

, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

November 06, 2020

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10

**JOINT RESOLUTION
OF THE CLARK, KLICKITAT AND SKAMANIA BOARDS
OF COUNTY COMMISSIONERS**

Clark County Resolution # _____
Klickitat County Resolution # 13820
Skamania County Resolution # 2020-41

A joint resolution of the Boards of County Commissioners for Klickitat, Clark and Skamania counties relating to the appointment of trustees to the Fort Vancouver Regional Library.

WHEREAS, in 1952, Clark County and Skamania County formed an Interrural Rural Library District; and

WHEREAS, in 1973, the Intercounty Rural Library District was expanded to include Klickitat County; and

WHEREAS, in 1981, the City of Vancouver annexed into the Intercounty Rural Library District; and

WHEREAS, pursuant to RCW 27.12.130 and 27.12.190, the Boards of County Commissioners of the participating counties within the Intercounty Rural Library District are to appoint a board of trustees through joint action; and

WHEREAS, Klickitat, Clark and Skamania counties have entered into an Interlocal Agreement setting forth the process for the appointment of trustees; and

WHEREAS, the term for Position No. 6 which is held by Kathleen Maple representing Klickitat County will expire December 31, 2020; and

WHEREAS, Kathleen Maple of Klickitat, Washington has expressed a desire and has accepted an invitation for reappointment to Position No. 6 representing Klickitat County; and

WHEREAS, it is the desire of the Boards of County Commissioners of Clark, Klickitat and Skamania counties to reappointment Kathleen Maple to Position No. 6 representing Klickitat County.

NOW THEREFORE BE IT ORDERED AND RESOLVED by the Boards of County Commissioners for Clark, Klickitat and Skamania Counties, State of Washington that Kathleen Maple is hereby reappointed to serve as trustee of the Fort Vancouver Regional Library as Klickitat County's designee. Appointment is to an unexpired seven-year term, expiring December 31, 2027.

DATED this 24th day of November 2020.

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington



Jim Sizemore, Chairman



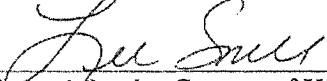
David M. Sauter, Commissioner



Rex F. Johnston, Commissioner

ATTEST:

Clerk for the Board



in and for the County of Klickitat,
State of Washington

DATED this _____ day of _____, 2020.

BOARD OF COUNTY COUNCILORS
Clark County, Washington

Chairman

Councilor

Councilor

Councilor

Councilor

Attest:

Clerk of the Council

in and for the County of Clark,
State of Washington

DATED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
Skamania County, Washington

Chairman

Commissioner


Commissioner

ATTEST:

Clerk of the Board

in and for the County of Skamania,
State of Washington

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Community Development</u> Department	 Signature
<u>AGENDA DATE</u>	<u>December 8, 2020</u>	
<u>SUBJECT</u>	<u>Ordinance No. 2020-08, adopting regulations and permit requirements for short-term vacation rentals</u>	
<u>ACTION REQUESTED</u>	<u>Approve Ordinance No. 2020-08, adopting regulations and permit requirements for short-term vacation rentals, as recommended by the Planning Commission.</u>	

SUMMARY/BACKGROUND

On November 13, 2019, the Board of County Commissioners directed Planning staff to work with the Planning Commission to develop regulations and permit requirements for short-term vacation rentals. Staff has been working on this project over the last year and prepared draft regulations after conducting public outreach (including stakeholder meetings and an online survey) and holding several workshops with the Planning Commission and Board of County Commissioners. The Planning Commission held a public hearing on October 6, 2020 to consider proposed text amendments to the zoning code, and voted to recommend approval of new short-term vacation rental code amendments at its November 17, 2020 meeting.

The purpose of the proposed ordinance is to establish regulations for the operation of short-term vacation rentals in unincorporated Skamania County in order to promote tourism and economic development while preventing unreasonable burdens on services and minimizing impacts to rural residential neighborhoods. The proposal includes development standards and operation requirements, as well as permit requirements and enforcement mechanisms. The proposal also includes some related amendments to accessory dwelling unit regulations in order to offset potential impacts to the long-term rental housing market.

Staff previously reviewed the Planning Commission's recommendation at a November 24, 2020 workshop where the Board agreed to place Ordinance No. 2020-08 on a future consent agenda. No additional hearing is required if the Board accepts the Planning Commission's recommendation.

FISCAL IMPACT

None. Implementation costs will be offset by permitting fees.

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt Ordinance No. 2020-08.

LIST ATTACHMENTS

Ordinance No. 2020-08
Planning Commission Recommendation

ORDINANCE No. 2020-08

AN ORDINANCE AMENDING SKAMANIA COUNTY CODE TITLE 21 – ZONING, IN ORDER TO ADOPT REGULATIONS FOR SHORT-TERM VACATION RENTALS

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

WHEREAS, RCW 64.37 includes certain requirements for the operation of short-term vacation rentals in Washington State; and

WHEREAS, the increased growth of short-term vacation rentals in Skamania County requires the adoption of development and operational standards; and

WHEREAS, short-term vacation rentals benefit the local economy of Skamania County, but can be a negative community impact if not addressed effectively; and

WHEREAS, on November 13, 2019, the Board of County Commissioners directed the Community Development Department to prepare short-term vacation rental regulations; and

WHEREAS, the Community Development Department initiated development of regulations with stakeholder meetings, an online community survey, and several public workshops; and

WHEREAS, after considering public input, the Planning Commission developed amendments to the zoning text to allow for the development of short-term vacation rentals with operational and permit requirements; and

WHEREAS, a SEPA Determination of Non-Significance (DNS) was issued on August 26, 2020, after environmental review of the draft text was completed; 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 October 6, 2020, meeting; and

WHEREAS, the Planning Commission, after said hearing, deliberated on the proposal and voted to recommend approval of the zoning text amendments at its November 17, 2020 meeting; and

WHEREAS, the text amendments will help to promote tourism and economic development within Skamania County while preventing unreasonable burdens on services and minimizing impacts to rural residential neighborhoods; and

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

WHEREAS, the Board of County Commissioners, held a workshop on November 24, 2020 to review the Planning Commission’s recommendation; and

WHEREAS, the Board of County Commissioners approved Ordinance 2020-08 on December 8, 2020.

NOW THEREFORE BE IT HEREBY ORDAINED AND ESTABLISHED the Board of County Commissioners adopts Ordinance 2020-08 amending Title 21 as follows:

SECTION 1: Section 21.080.010 (Definitions – Interpretation) shall be amended to add the following definition for “Short-term vacation rental”:

21.08.010 **DEFINITIONS - INTERPRETATION**

...

Short-term vacation rental: means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, a residential accessory building, or portion thereof, is offered or provided to a guest by a short-term vacation rental operator for a fee for fewer than thirty consecutive nights.

SECTION 2: Chapter 21.70 (Supplementary Development and Use Standards) shall be amended to add the following section:

21.70.190 **SHORT-TERM VACATION RENTALS**

A. PURPOSE

The purpose this section is to establish regulations for the operation of short-term vacation rentals (STVRs) in Skamania County. These regulations do not apply to hotels, motels, or bed and breakfasts which operate as commercial uses. The provisions in this section are necessary to promote tourism and economic development within Skamania County while preventing unreasonable burdens on services and minimizing impacts to rural residential neighborhoods.

B. DEVELOPMENT STANDARDS AND OPERATIONAL REQUIREMENTS

1. A STVR may be located within any dwelling unit (including any entire dwelling unit or any portion of a dwelling unit), within any accessory dwelling unit, or within a residential accessory building. A park model recreational vehicle may be used as a STVR in accordance with the occupancy restrictions in SCC 21.70.120(A).
2. Dedicated on-site parking shall be provided to accommodate all guests.
3. The STVR shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health (water and septic), and any other applicable codes. Functioning carbon monoxide detectors and smoke detectors shall be kept in operating order and installed as required by the International Residential Code (IRC). At least one functioning fire extinguisher shall be installed within the STVR.
4. Address numbers for the STVR shall be visible from the road.
5. The STVR shall be operated in a way that will prevent disturbances to neighboring properties not typical of a residential neighborhood, including but not limited to, loud music, loud noises, excessive traffic, loud and uncontrolled parties, junk/debris/garbage accumulation in the yards, trespassing, barking dogs, or excess vehicles, boats or recreational vehicles parked in the streets in front of the unit. The rental shall not be used at any time to host commercial events, unless the rental is associated with an approved commercial event center.

C. LIABILITY INSURANCE AND TAXES

1. Per RCW 64.37.050, a STVR operator must maintain primary liability insurance to cover the STVR in the aggregate of not less than one million dollars or conduct each STVR transaction through a platform that provides equal or greater primary liability insurance coverage.
2. Per RCW 64.37.020, STVR operators must remit all applicable local, state, and federal taxes unless the platform does this on the operator's behalf.

D. SHORT-TERM VACATION RENTAL PERMITS

All operators of STVRs shall maintain a short-term vacation rental permit as required in this section. It is a violation of this section to rent, offer for rent, or advertise for rent a STVR without first obtaining a STVR permit.

1. APPLICATION PROCEDURE

- a. An application for a STVR permit shall be made to the Community Development Department on a form provided by the Department. The application shall include at a minimum:
 - i. Property owner information and the information for a contact person who must be available to respond 24 hours a day, seven days a week to any complaints or inquiries.
 - ii. Occupancy limit for the STVR as determined by the operator.
 - iii. A statement allowing the County reasonable access to the property for the purpose of verifying compliance with this section should the County receive complaints about the STVR.
 - iv. A statement that the STVR complies with the development standards and operational requirements in SCC 21.70.190(B).
 - v. A statement of intent to notify all property owners of record and/or occupants of properties within 300 feet of the STVR. The notice shall include the telephone number of the owner and contact person. The purpose of this notice is so that neighbors can contact a responsible person to report and request resolution of problems associated with the STVR.
 - vi. A statement of intent to collect and remit all required taxes associated with the STVR and to provide liability insurance coverage as required by RCW 64.37.
- b. Applications shall be accompanied by a nonrefundable fee payable to the Skamania County Treasurer in an amount established by the Board of County Commissioners. Application fees will be prorated if issued for less than half of the annual term.
- c. The operator shall post a copy of the current permit in a conspicuous place in the STVR.

2. TERM OF ANNUAL PERMIT

- a. A STVR permit shall be issued for a period not to exceed one year, with its effective date running from the date of issuance to December 31st.
- b. STVR permits may be renewed annually. Operators shall report on the prior year's occupancy at the time of renewal.

3. REVOCATION

- a. In addition to other enforcement options available to the County under SCC 21.100, the following provisions apply to violations of this section:
 - i. Failure to meet the operational requirements of SCC 21.70.190(B) or the discovery of material misstatements or providing of false information in the application or renewal process is grounds for immediate revocation of the permit.
 - ii. Other violations of this chapter, including but not limited to investigation/sustaining of complaints, shall be processed as follows:

1. For the first and second violations within a twelve-month period, the sanction shall be a warning notice.
 2. If the same offense continues to occur or a third similar offense occurs at any time during a twelve-month period, the County may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.
- b. The period of time for which a permit is revoked will be determined on a case-by-case basis, but shall not exceed 12 months.
 - c. If the STVR permit is updated or revoked, the Community Development Department shall send written notice to the owner stating the basis for the decision. Operators may appeal the decision to the Board of County Commissioners within 14 calendar days. Upon receipt of an appeal, the Community Development Department shall stay the update or revocation decision until the appeal has been finally determined by the Board of County Commissioners.

SECTION 3: Section 21.70.180 (Accessory dwelling units) shall be amended as follows:

21.70.180 **ACCESSORY DWELLING UNITS**

B. STANDARDS AND CRITERIA

1. Only one ADU may be established per legal lot of record and only if a lot contains one principal dwelling unit and no other dwellings. ~~The property owner must occupy either the principal unit or the ADU as their permanent residence for at least six months out of each year. To meet this requirement, a property owner may include any spouse, child, sibling, parent, grandchild, grandparent, aunt, uncle, niece, or nephew of the property owner on title.~~

...

8. Either the ADU or the principal unit, but not both units, may be rented as a short-term vacation rental. Neither the ADU nor the principal unit shall be used at any time as a short term vacation rental. A short-term vacation rental is a unit rented out for any period of less than sixty days.

...

D. APPLICATION PROCEDURE.

...

~~2. A declaration shall be signed by the applicant and recorded in the auditor's office specifying that the owners, successors, heirs, and assigns of the property shall abide by the standards and criteria of this section, including specifically the requirement that they occupy either the principal unit or the ADU as their permanent residence for at least six months out of each year, and that neither the ADU nor the principal unit shall be used at any time as a short term vacation rental.~~

NOW THEREFORE BE IT FURTHER ORDAINED:

1. The requirement to obtain a permit to operate a short-term vacation rental shall not go in effect until July 1, 2021.
2. The Community Development Department and Board of County Commissioners shall work towards the most conservative permit fees possible.
3. The Community Development Department and Planning Commission shall review this ordinance after one year to determine whether intended objectives are being achieved.

ORDINANCE NO. 2020-08 PASSED INTO LAW THIS _____ DAY OF _____ 2020.

**SKAMANIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

ATTEST:

Clerk of the Board Date

Chair, Bob Hamlin Date

Commissioner, Richard Mahar Date

Commissioner, Tom Lannen Date

APPROVED AS TO FORM ONLY:

Prosecuting Attorney Date



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 21 ESTABLISHING REGULATIONS FOR THE
OPERATION OF SHORT-TERM VACATION RENTALS

The Skamania County Planning Commission conducted a public hearing to consider proposed text amendments to Title 21, establishing regulations for the operation of short-term vacation rentals and amending the requirements for accessory dwelling units.

I, Cyndi Soliz, 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 64.37 includes certain requirements for operation of short-term vacation rentals.
- C. The increased growth of short-term vacation rentals in Skamania County requires the adoption of development and operational standards.
- D. Short-term vacation rentals benefit the local economy of Skamania County, but can be a negative community impact if not addressed effectively.
- E. The proposed amendments to the County's Zoning regulations are consistent with state law, including RCW 36.70 and RCW 64.37, and the County's Comprehensive Plan.
- F. The Planning Commission, having provided proper notice in the Skamania County Pioneer, and with a quorum present, conducted a public hearing at its October 6, 2020, meeting.

CONCLUSIONS

Based on public comment and staff analysis, the proposed text amending Title 21 to establish regulations for the operation of short-term vacation rentals will help to promote tourism and economic development within Skamania County while preventing unreasonable burdens on services and minimizing impacts to rural residential neighborhoods, protects the general health, safety, and welfare of the public, and should be recommended to the Board of County Commissioners for approval.

RECOMMENDATION

Based upon the findings of fact and conclusions, I further move that the Planning Commission recommend to the Board of County Commissioners that they adopt the proposed text amendments.

The Planning Commission further recommends that:

1. That the requirement to obtain a permit to operate a STVR not go in effect until July 1, 2021.
2. The Community Development Department and Board of County Commissioners work towards the most conservative permit fees possible.
3. That the Planning Commission review these regulations after one year to determine whether intended objectives are being achieved.

Motion seconded by John Prescott.

	AYE	NAY
Mat Joy, Chair	<u>✓</u>	<u> </u>
Cyndi Soliz, Vice Chair	<u>✓</u>	<u> </u>
Ken Bajema	<u>✓</u>	<u> </u>
Tony Coates <i>vacant</i>	<u> </u>	<u> </u>
Sue Davis	<u>✓</u>	<u> </u>
Adam King	<u>absent</u>	<u> </u>
John Prescott	<u>✓</u>	<u> </u>

Allen Peter

CERTIFICATION OF PROPERTY TAX LEVIES FOR TAXING DISTRICTS

In accordance with RCW 84.52.070, Skamania County Board of Commissioners hereby certifies to Skamania County Assessor the amounts to be levied by each of the following taxing districts for collection in 2021:

Public Utility District No. 1	\$588,609.43
Hospital District	\$820,488.34
Emergency Medical Services	\$933,171.60
Port of Skamania County	\$330,390.52
Cemetery District	\$135,399.34
Home Valley Water District	\$ 25,000.00
City of Stevenson	\$500,864.69
City of North Bonneville	\$235,915.45
Fire District #1	\$260,776.45
Fire District #2	\$ 83,166.76
Fire District #3	\$171,931.55
Fire District #4	\$379,048.00
Fire District #5	\$
Fire District #6	\$102,711.08
Fire District #7	\$310,716.00
Skamania County Parks & Recreation District #1	\$ 36,882.00

Fort Vancouver Regional Library District Levy Millage Rate of \$0.3427465249

Dated this 8th day of December 2020.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

Commissioner

Clerk of the Board

Commissioner



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Randy Payne,
(Name)

Manager of Finance & Administration, for Public Utility District No. 1 of, do hereby certify to
(Title) Skamania County
(District Name)

the Skamania County legislative authority that the Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 10/6/2020 :
(Date of Public Hearing)

Regular Levy: \$588,609.43
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: 

Date: 11/17/2020

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, ANN LUEDERS,
(Name)

SUPERINTENDENT, for SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT, do hereby certify to
(Title) (District Name)

the SKAMANIA County legislative authority that the COMMISSIONERS
(Name of County) (Commissioners, Council, Board, etc.)


of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 10/26/20:
(Date of Public Hearing)

Regular Levy: \$820,488.34
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: 

Digitally signed by Ann Lueders
DN: cn=Ann Lueders, o=Skamania EMS & Rescue,
ou=Superintendent,
email=annlueders@skamaniaems.com, c=US
Date: 2020.12.02 14:15:44 -08'00'

Date: 10/26/2020

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, ANN LUEDERS,
(Name)

SUPERINTENDENT, for SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT, do hereby certify to
(Title) (District Name)

the SKAMANIA County legislative authority that the COMMISSIONERS
(Name of County) (Commissioners, Council, Board, etc.)


of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 10/26/20 :
(Date of Public Hearing)

Regular Levy: \$933,171.60
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: 
Digitally signed by Ann Lueders
DN: cn=Ann Lueders, o=Skamania EMS & Rescue,
ou=Superintendent,
email=annlueders@skamaniaems.com, c=US
Date: 2020.12.02 14:15:24 -08'00'

Date: 10/26/2020

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Pat Albaugh,
(Name)

Executive Director, for Port of Skamania, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/17/20 :
(Date of Public Hearing)

Regular Levy: \$330,390.52
(State the total dollar amount to be levied)

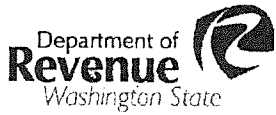
Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: 

Date: 11/18/2020

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Lisa Nelson (Name)

Office Manager (Title), for Cemetery District (District Name), do hereby certify to

the Skamania (Name of County) County legislative authority that the Commissioners (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 (Year of Collection) as provided in the district's

budget, which was adopted following a public hearing held on 11/30/2020 (Date of Public Hearing):

Regular Levy: \$135,399.34
(State the total dollar amount to be levied)

Excess Levy: \$0.00
(State the total dollar amount to be levied)

Refund Levy: \$0.00
(State the total dollar amount to be levied)

Signature:

Date: 11/30/20



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, James P. Borup,
(Name)

Commissioner, for Home Valley Water, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the Board of Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/19/2020.
(Date of Public Hearing)

Regular Levy: \$ 25,000.00
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: James P. Borup

Date: 11-30-20

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Leana Kinley,
(Name)

City Administrator, for City of Stevenson,, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the City Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/19/20 :
(Date of Public Hearing)

Regular Levy: \$500,864.69
(State the total dollar amount to be levied)

Excess Levy: \$0.00
(State the total dollar amount to be levied)

Refund Levy: \$0.00
(State the total dollar amount to be levied)

Signature: 

Date: 11/24/20

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Deanna Adams,
(Name)

CAO, for City of North Bonneville, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the Council
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/24/2020:
(Date of Public Hearing)

Regular Levy: 233,324.39
(State the total dollar amount to be levied)

Excess Levy: 2591.06
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: Deanna Adams

Date: 11/30/2020

235,915.45

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Skamania Co Fire District # 1

PO BOX 309 · 992 Wind River Road · Carson, WA · 98610

**LEVY CERTIFICATION
FY2021 BUDGET**

In accordance with RCW 84.52.020, I Larry Thayer, holding the position of Chair for Skamania Co Fire District # 1, do hereby certify to the SKAMANIA COUNTY Legislative authority that the Board of Commissioners of said District requests that the following levy amounts be collected in 2021 as provided in the District's budget, which was considered at a public hearing held on Nov. 16, 2020 and adopted at their regular business meeting held on November 16, 2020:

Regular Levy:	<u>\$255,978.16</u>
Excess Levy:	\$
State Assessments:	<u>\$1,042.54</u>
New Construction:	<u>\$3,755.75</u>
Refund Levy:	\$
Total Levy:	<u>\$260,776.45</u>

Signature Larry Thayer

Date: 11-16-2020

THE ABOVE CERTIFIED COLLECTION AMONTS ARE ESTIMATES BASED ON THE FIGURES AVAILABLE TO OUR DISTRICT AT THIS TIME OF OUR BUDGET HEARING AND AS PROVIDED FROM THE SKAMANIA COUNTY ASSESOR. THESE AMOUNTS MAY BE REVISED DUE TO ANY ADDITIONAL AMOUNT THAT MAY BE AUTHORIZED OR DETERMINED BY THE ASSESOR OR OTHER OFFICIALS RESPONSIBLE FOR ASSESSING SUCH ISSUES AND COLLECTIONS.



Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Frances Keller,
(Name)

secretary, for Skagit Co Fire Dist #2, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/9/20
(Date of Public Hearing)

Regular Levy: 83166.76
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: Frances Keller

Date: 11/16/20

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Trish Dixon,
(Name)

Secretary, for Skamania FPD#3, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/10/2020 TR
(Date of Public Hearing)

Regular Levy: 171,931.55
(State the total dollar amount to be levied)

Excess Levy: 0
(State the total dollar amount to be levied)

Refund Levy: 0
(State the total dollar amount to be levied)

Signature: Trish Dixon
Secretary

Date: 11/10/2020

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, TIMOTHY W. YOUNG,

(Name)

BOARD CHAIRMAN

(Title)

SKAMANIA COUNTY

for FIRE DISTRICT #4

(District Name)

, do hereby certify to

the SKAMANIA

(Name of County)

County legislative authority that the

BOARD OF COMMISSIONERS

(Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11.12.20 :
(Date of Public Hearing)

Regular Levy: \$ 379,048.00
(State the total dollar amount to be levied)

Excess Levy: 0
(State the total dollar amount to be levied)

Refund Levy: 0
(State the total dollar amount to be levied)

Signature: Timothy W. Young

Date: 11.12.20

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Sheri Sundstrom,
(Name)

District Secretary, for Skamania County Fire Protection District 6, do hereby certify to
(Title) (District Name)

the Skamania County legislative authority that the Fire Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/15/20:
(Date of Public Hearing)

Regular Levy: 98,701.92 + \$4,009.16
(State the total dollar amount to be levied)

Excess Levy: _____
(State the total dollar amount to be levied)

Refund Levy: _____
(State the total dollar amount to be levied)

Signature: Sheri Sundstrom

Date: 11/17/20

78,711.02

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Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Gary Stuart,
(Name)

Chief, for Cowlitz-Skamania Fire District #7, do hereby certify to
(Title) (District Name)

the Cowlitz County legislative authority that the Board of Commissioners
(Name of County) (Commissioners, Council, Board, etc.)

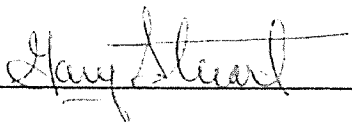
of said district requests that the following levy amounts be collected in 2021 as provided in the district's
(Year of Collection)

budget, which was adopted following a public hearing held on 11/24/20 :
(Date of Public Hearing)

Regular Levy: \$310,716.00
(State the total dollar amount to be levied)

Excess Levy: \$0.00
(State the total dollar amount to be levied)

Refund Levy: \$0.00
(State the total dollar amount to be levied)

Signature: 

Date: 11/24/20

Levy Certificaion

In accordance with RCW 84.52.020, I, Bob Wittenberg . Chair for 2020 , for the Commission of Skamania County Parks & Recreation District #1, do hereby certify to the Skamania County Commission that the Commission of said District requests that the following levy amounts be collected in 2021 as provided in the District's budget, which was adopted following a public hearing held on November 18th, 2020 :

Regular Levy: \$36,882.00
(State the **total** dollar amount to be levied)

Excess Levy: - 0.00 -
(State the **total** dollar amount to be levied)

Refund Levy: - 0.00 -
(State the **total** dollar amount to be levied)

By: Bob Wittenberg

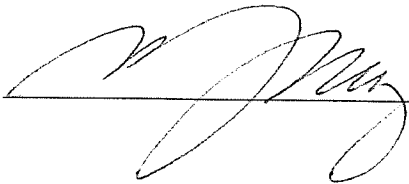
Date: 11/23/2020

**Fort Vancouver Regional Library District
Levy Certification**

In Accordance with RCW 84.52.020, I, Amelia Shelley, Executive Director for **Fort Vancouver Regional Library District**, do hereby certify to the **Skamania County** legislative authority that the Board of Trustees of said district requests that the following levy millage rate be used in calculating taxes for collection in 2021 as provided in the district's budget, which was adopted on November 16, 2020 following a public hearing.

2021 Millage Rate: \$0.3427465249

Signature: _____



Date: _____

11 / 23 / 2020

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: TDJ CPA Incorporated
Contact Person: Teresa D Johnson
Title: CPA
Address: 6012 NW 169th Street
Address: Ridgefield, WA 98642
Phone: 360-904-0972

4. Brief description of purpose of the contract and County's contracted duties: *Contract with Teresa to compile our annual report for the SAO and assist with our annual indirect cost allocation plan.*

5. Term of Contract: From: January 1, 2021 To: December 31, 2021

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

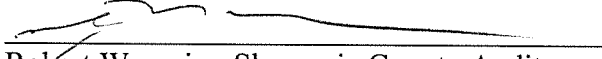
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) _____

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)

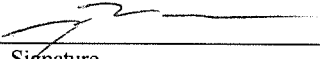
7. Budget Committed in Current Year: \$ 22,800 – in 2021 (Auditor and Treasurer budgets)
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$ 22,800
TOTAL FUNDS COMMITTED: \$ 22,800

8. County Contact Person: Name: Robert Waymire
Title: Skamania County Auditor

9. Department Approval: 
Robert Waymire, Skamania County Auditor

10. Special Comments: *Teresa bills us at \$190.00 per hour plus travel expenses and expects, no more than, 120 hours to complete the work. The contract will not exceed \$22,800.00 without approval of an amendment.*

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Robert Waymire, Auditor</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>11/25/2020</u>	
<u>SUBJECT</u>	<u>TDJ CPA Incorporated contract – Letter of Engagement</u>	
<u>ACTION REQUESTED</u>	<u>Approval of Letter of Engagement</u>	

SUMMARY/BACKGROUND

Skamania County Auditor's office and Treasurer's office contracts with TDJ, Teresa Johnson, for CPA services. TDJ provides accounting services that include, but are not limited to, the compilation of our cash basis Financial Statements. In addition, they assist with the annual state audit.

FISCAL IMPACT

The compensation for this service has been budgeted in the Auditor's and Treasurer's 2021 budget

RECOMMENDATION

I recommend that the BOCC approve the attached agreement.

LIST ATTACHMENTS

Contract Facesheet
Letter of Engagement



Teresa D. Johnson CPA, Inc.

November 25, 2020

Robert Waymire, County Auditor
Skamania County
PO Box 790
Stevenson, Washington 98648

Dear Robert:

Teresa D Johnson CPA, Inc (“firm,” “we,” “us,” or “our”) are pleased to provide the Skamania County (“you” or “your”) with the professional services described below. This letter and any other attachments incorporated herein (collectively, “Agreement”), confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this Agreement.

Engagement Objective and Scope

Services to be provided consist of the following:

We will prepare, from information you provide, the annual financial statements as of December 31, 2020 of Skamania County, which are comprised of the cash basis schedules required by the Washington State Auditor’s Office and the related notes to the financial statements.

The objective of our engagement is to prepare financial statements based upon information that you provide to us. We will utilize information provided to us as the representations of management, without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with Washington State Auditor’s Office Cash basis of Accounting BARS manual.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

The prepared financial statements will not be accompanied by a report.

CPA Firm Responsibilities

We will conduct our preparation engagement in accordance with the Statements on Standards for Accounting and Review Services (“SSARS”) issued by the American Institute of Certified Public Accountants.

Financial statement preparation differs significantly from an engagement to compile financial statements, or a review or audit of financial statements. Compilation procedures require the accountant to consider whether the financial statements appear to be appropriate in form and free from obvious material misstatements. A financial statement preparation does not include such procedures. In addition, a financial statement preparation also does not contemplate performing inquiry, analytical procedures, or other procedures ordinarily performed in a review. Finally, a financial statement preparation does not contemplate obtaining an understanding of the entity’s internal controls, assessing fraud risk, testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images), or other procedures ordinarily performed in an audit.

Each page of the financial statements will include a legend with the following items:

- A statement indicating that the financial statements have not been subjected to an audit or review or compilation engagement, and that no assurance is provided on them.
- If applicable, a statement on whether the financial statements contain any known departures from Washington State Auditor’s Office Cash basis of Accounting BARS manual, including inadequate disclosure.
- If applicable, a statement on whether the financial statements omit substantially all required disclosures.

If we become aware of records, documents, explanations, or other information, including significant judgments, used in preparation of the financial statement that are incomplete, inaccurate, or otherwise unsatisfactory, we will bring this information to the attention of management and request additional or corrected information.

Our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any later periods for which we are not engaged.

We will perform the rest of our services in accordance with the Statement on Standards for Consulting Services and the Code of Professional Conduct issued by the American Institute of Certified Public Accountants. Such services are not intended to represent an audit, examination, attestation, financial forecast or projection, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements. Accordingly, these services will not result in the issuance of a written communication to third parties by Teresa D Johnson, CPA regarding financial data or internal controls, expressing a conclusion or providing any form of assurance.

This engagement is limited to the professional services outlined above. Teresa D Johnson, CPA, in its sole professional judgment, reserves the right to refuse to take any action that may be construed as making management decisions or performing management functions on your behalf. However, we may provide advice and recommendations to assist management in performing its functions and making decisions.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. Further, our responsibility under this engagement is limited to the period covered by our services and does not extend to matters that may arise during any later periods for which we are not engaged.

Client Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with Washington State Auditor’s Office Cash basis of Accounting BARS manual.

Your management is responsible for:

- the preparation and fair presentation of the financial statements and all representations contained therein, including all informative disclosures that are appropriate for Washington State Auditor’s Office Cash basis of Accounting BARS manual;
- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of the financial statements;
- preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud;
- identifying and ensuring that you comply with the laws and regulations applicable to your activities;
- making all personnel, financial records and related information available to us on a timely basis, including communications from you, and ensuring that the records and information are complete and accurate; and
- informing us about all known, alleged, or suspected thefts or fraud that involve your management, employees, former employees, or others where the thefts or fraud could have an effect on the financial statements.

Your management agrees to:

- make all management decisions and perform all management functions, including determining account codings and approving all proposed journal entries;
- designate an individual who possesses suitable skill, knowledge, and experience, preferably within senior management, to oversee our services;
- evaluate the adequacy and results of the services performed; and
- accept responsibility for the results of the services.

During the engagement, we may assist management with judgments regarding amounts or disclosures to be reflected in the financial statements. We will discuss any such judgments with you, and you accept responsibility for those judgments.

You also acknowledge that independence is not required in order to provide financial statement preparation services in accordance with the SSARS. The performance of the preparation services may impair our

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TERESA@TDJCPA.COM

independence unless safeguards are met. We are available to discuss these safeguards with you if you anticipate the need for services that require independence, such as an audit or review of financial statements.

Timing of Engagement

We expect to begin services on or about January 1, 2021 and currently plan to provide annual financial statements no later than May 15, 2021. The timing of our work is dependent on the timely receipt of the information we request from you. Our services will conclude upon completion of the 2020 financial statement audit, or upon termination of the engagement, if earlier.

Professional Fees and Billings

Our professional fee for the services outlined above is not to exceed \$22,800. This will be billed monthly at the standard billing rate of \$190 per hour. Our fee is based upon the complexity of the work to be performed and our professional time to complete the work. Additionally, this fee is dependent on the timely delivery, availability, quality, and completeness of the information you provide to us. If this estimate will be exceeded, we will obtain pre-approval prior to performing additional services.

If the information that you provide or we request is not submitted in a timely manner, or it is incomplete or unusable, we reserve the right to delay services and charge additional fees and expenses.

We reserve the right to suspend or terminate our work due to non-payment of fees. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, for penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including, but not limited to consequential, indirect, lost profits, or punitive damages incurred as a result of the suspension or termination of our service.

Electronic Data Communication and Storage and Use of Third-Party Administrative Services

In the interest of facilitating our services to you, we may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Independent Contractor

When providing services to your company, we will be functioning as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

Our obligations under this agreement are solely obligations of Teresa D Johnson CPA, Inc and no partner, principal, employee or agent of Teresa D Johnson CPA, Inc shall be subjected to any personal liability whatsoever to you or any person or entity.

Insurance

Teresa D Johnson, CPA Inc shall, during the term of the engagement and for 3 years after termination of same by either you or us, maintain in full force and effect, accountants professional liability insurance coverage from an insurance carrier or carriers licensed to conduct business in the state of Washington. As of the policy effective date, such insurance carrier(s) shall be rated A- (Excellent), by A.M. Best with a Financial Size Category of Class VII or greater. Premiums for said insurance policy shall be paid by Teresa D Johnson CPA, Inc.

Upon your written request, Teresa D Johnson CPA, Inc shall furnish certificates of insurance for the required insurance coverage. Such certificate of insurance shall indicate the minimum limits of liability per claim and in the aggregate as required by you.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Termination and Other Terms

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Further, either party may terminate with a 30-day written notice.

If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

At the completion of our engagement, the original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies are not to be distributed without our prior written consent.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

If any portion of this engagement letter is deemed invalid or unenforceable, such a finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter.

Mutual Waiver of COVID-19 Claims

This provision addresses issues regarding the novel coronavirus (“COVID-19”). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the professional services provided by Teresa D. Johnson, CPA Inc.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature is intended to authenticate a written signature, shall be valid, and shall have the same force and effect as a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This engagement letter, including any attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this engagement letter must be made in writing and signed by both parties.

* * * * *

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

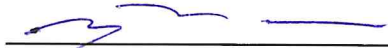
We appreciate the opportunity to be of service to Skamania County. Please date and execute the enclosed copy of this Agreement and return it to us to acknowledge your acceptance. We will not initiate services until we receive the executed Agreement.

Very truly yours,



Teresa D. Johnson

Approved:



Robert Waymire, County Auditor

Date: 11/25/2020

PHONE

360.904.0972

EMAIL

TERESA@TDJCPA.COM

6012 NW 169th Street ☞ Ridgefield Washington ☞ 98642

APPROVED this ___ day of _____ 2020.

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

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

For ____
Against ____
Abstain ____
Absent ____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

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

3. Contractor Information:

Contractor: City of Stevenson
 Contact Person: Leana Kinley
 Title: City Administrator
 Address: PO Box 371
 Address: Stevenson, WA 98648
 Phone: 427-5970

4. Brief description of purpose of the contract and County's contracted duties:
 Incarceration services for Stevenson municipal inmates.

5. Term of Contract: From: 1/1/21 To: 12/31/21

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 _____ 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.

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)

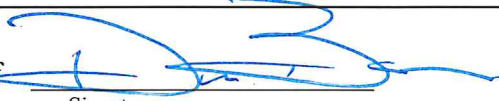
7. Budget Committed in Current Year: \$ 60.00 per day
 Amount Not Budgeted in Current Year \$ 25.00 per booking Source: City of Stevenson
 Total Non-County Funds Committed: \$ 10.00 per day work crew. Source: ____
 Total County Funds Committed: \$
 TOTAL FUNDS COMITTED: \$

8. County Contact Person: Name: David S. Brown
 Title: Sheriff

9. Department Approval:
 Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	City Of Stevenson Incarceration services	
<u>ACTION REQUESTED</u>	_____ Authorize contract	

SUMMARY/BACKGROUND

Incarceration services for the City of Stevenson inmates

FISCAL IMPACT

\$60.00 per day per inmate

RECOMMENDATION

Authorize contract

LIST ATTACHMENTS

Face Sheet
Contract x 2

**CONTRACT FOR INCARCERATION SERVICES
CITY OF STEVENSON**

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

WITNESSETH:

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is hereby agreed as follows:

1. Services.

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

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

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

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

2. Payments

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

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

3. Term.

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

4. Operational Control.

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

5. Health Care.

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

6. Services Provided.

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

7. Independent Contractor/Hold Harmless/Indemnification.

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

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

8. Full Cooperation.

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

9. Modifications.

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

10. Attorney Fees.

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

11. Entire Agreement.

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

12. Laws of Washington.

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

13. Effective Date.

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

14. Interlocal Agreement Representations

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

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

[Signatures appear on the following page]

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

**CITY OF STEVENSON,
A MUNICIPAL CORPORATION**

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Mayor

Chairman

Commissioner

City Clerk

Commissioner



David S. Brown, Skamania County Sheriff

APPROVED AS TO FORM ONLY:

ATTEST:


City Attorney

Clerk of the Board

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>PUBLIC WORKS</u> Department	 Signature
<u>AGENDA DATE</u>	<u>December 8, 2020</u>	
<u>SUBJECT</u>	<u>Washington State Parks Agreement No. WR 921-065 Sno-Parks Snow Removal-Amendment No. 1</u>	
<u>ACTION REQUESTED</u>	<u>Approval and Submittal of Amendment No. 1</u>	

SUMMARY/BACKGROUND

Skamania County has historically performed snow plowing at the Wind River Area Sno-Parks. The County will perform maintenance by plowing snow on the Wind River Road lying north of the Fish Hatchery terminating at Lone butte Sno-Park and for plowing snow at Government Mineral Springs, Koshko and McClellan Sno-Parks.

FISCAL IMPACT

Washington State Parks and Recreation Commission agrees to reimburse Skamania County for the actual costs of perform such work and services up to the dollar amounts specified.

Skamania County will be reimbursed for the 2020-2021 winter recreation season with the modification to the original agreement.

RECOMMENDATION

Approve and sign Amendment No. 1 – Skamania County Sno -Parks – Snow Removal Agreement No. WR921-065

LIST ATTACHMENTS

Two (2) Original Amendment No. 1 Agreements
Contract Face Sheet

Don Hoch, Director



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

November 30, 2020

Teri Wyckoff
Skamania County Dept of Public Works
PO Box 1009
Stevenson, WA 98648-1009

**Re: State Parks Agreement N° WR 921-065 – Skamania County Sno-Parks
Snow Removal - Amendment N° 1**

Dear Teri:

To establish funding for the 2020/2021 winter season, State Parks is prepared to *modify* the above-referenced agreement as follows:

STATEMENT OF WORK

Snow Removal on the Wind River Road lying north of the Fish Hatchery terminating at Lone Butte Sno-Park, and for plowing snow at Government Mineral Springs, Koshko and McClellan Meadows Sno-Parks (\$21,924.00 maximum), (\$13,681 WR 16100, \$8,243 SM 16600).

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Twenty One Thousand, Nine Hundred Twenty-Four, and No/100ths Dollars (\$21,924.00)**, beginning December 1, 2020 and ending March 31, 2021, unless extended by agreement of the parties hereto. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

Total compensation under this agreement shall now not exceed **Forty-Three Thousand, Nine Hundred Seventy-Six, and No/100ths Dollars (\$43,976.00)**.

COUNTY will continue to document time and expenses in accordance with the terms of the original agreement.

Chair, Skamania County
Board of County Commissioners

Michael Maverick
Contracts Manager, State Parks

Date

Date



Commissioner

Date

Commissioner

Date

MI

cc: Pam McConkey, Approval Supervisor
Jason Goldstein, Project Representative
Fiscal



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
WINTER RECREATION PROGRAM
PROJECT SUMMARY REPORT**

Contract No.: WR-SR 2020/21
Skamania County

The purpose of this report is to show a brief summary of your project accomplishments and expenditures and to certify their occurrence.

Contractor: **Skamania County**
Contract Termination Date: **April 30, 2024**

		<u>Amendments</u>	<u>Final Expenditure</u>
Snow Removal			
Wind River Area (WR-16100)	\$ 13,681		
Lone Butte (SM-16600)	\$ 8,243		
TOTAL	\$ 21,924		\$ 21,924
TOTAL ACTUAL EXPENDITURES (State Parks Snowmobile and/or Sno-Park funds only)			
BALANCE			

NOTE: Attach the completed original summary logs and return with this report (if you have not already done so.)

I hereby certify under penalty of perjury that the expenditures listed herein are substantiated by actual payment(s) of record and the costs are in accordance with the terms of the Project Contract/Agreement; and that any equipment on loan from State Parks, as part of the Winter Recreation Program, and as provided in the Agreement, has been completely serviced prior to termination of the Project Contract/Agreement, as provided by the Agreement.

By: _____
Title: _____
Date: _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information: Contractor: Truth Verification Services, LLC
Contact Person: Monty Buettner
Title: Owner
Address: PO Box 172
Address: Stevenson, WA. 98648
Phone: 360-749-0738

4. Brief description of purpose of the contract and County’s contracted duties:
Will extend the lease of office A103 in the Hegewald with Truth Verification Services, LLC for one-year. All other provisions will remain in place.

5. Term of Contract: From: January 1, 2021 To: December 31, 2021

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)
- Other Exempt (explain and provide 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)
- Exempt Other (Explain) – Lease Agreement

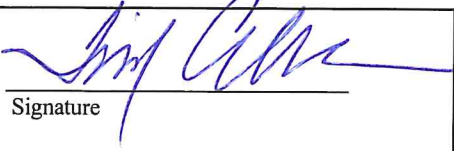
7. Budget Committed in FY 2019 Year: \$n/a
Amount Not Budgeted in Current Year \$
Total Non-County Funds Committed: \$
Total County Funds Committed: \$
TOTAL FUNDS COMITTED: \$

8. County Contact Person: Name: Tim Elsea, P.E.
Title: Public Works Director

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: Asking that Board authorize the Chair to sign the Lease Extension

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>December 8, 2020</u>	
<u>SUBJECT</u>	<u>Extend lease agreement with Truth Verification Services, LLC for one year.</u>	
<u>ACTION REQUESTED</u>	<u>Authorize Chair to sign Lease Extension</u>	

SUMMARY/BACKGROUND

Skamania County and Truth Verification Services, LLC signed a lease agreement on October 8, 2019. That Lease included provision for three one-year extensions. This will approve the first of the three possible extensions.

FISCAL IMPACT

Will increase Lease amount by 2% per year per the lease agreement –

RECOMMENDATION

Authorize the Chair to sign the Lease Agreement

LIST ATTACHMENTS

Contract Facesheet
Lease Extension

EXTENSION TO LEASE AGREEMENT, Office A103
Hegewald Center, 710 Rock Creek Drive, Stevenson WA 98648

**LEASE EXTENSION
SKAMANIA COUNTY AND TRUTH VERIFICATION SERVICES, LLC**

WHEREAS, the Lease Agreement between Skamania County and Truth Verification Services, LLC dated October 8, 2019 contained provisions for the Lease to be extended by agreement of both parties for one-year terms for a maximum of three additional years; and

WHEREAS, both parties mutually agree to extend the lease with the same provisions of the original lease;

NOW THEREFORE, it is agreed by both parties to extent the Lease for one-year beginning January 1, 2021, with all other provisions of the lease remaining in place.

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

LESSOR: SKAMANIA COUNTY

Signed: _____
Bob Hamlin, Chair

Date

LESSEE: Truth Verification Services, LLC

Signed: _____
Monty Buettner, Owner

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number n/a
2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information:

Contractor:	Truth Verification Services LLC
Contact Person:	Monty Buettner
Title:	Owner
Address:	PO Box 172
Address:	Stevenson, WA 98648
Phone:	360-749-0738

4. Brief description of purpose of the contract and County's contracted duties: Will lease office A103 in the Hegewald to Truth Verification Services, LLC for two days per week for one year for \$100 per month, with the option for extensions.

5. Term of Contract: From: October 8, 2019 To: December 31, 2020

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)
- Other Exempt (explain and provide 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)
- Other (explain) Lease Agreement

7. Budget Committed in Current Year: \$ n/a
Amount Not Budgeted in Current Year: \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$

8. County Contact Person:

Name:	Tim Elsea
Title:	Public Works Director

9. Department Approval:  _____
Department Head or Elected Official Signature

10. Special Comments: Asking that the Board of County Commissioners authorize the Chair's signature on the lease with Truth Verification Services, LLC.

Sent by mail 10/8/19

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Public Works</u> Department	 Signature
<u>AGENDA DATE</u>	<u>October 8, 2019</u>	
<u>SUBJECT</u>	<u>Lease agreement with Truth Verification Services, LLC</u>	
<u>ACTION REQUESTED</u>	<u>Authorize the Chair to sign the Lease</u>	

SUMMARY/BACKGROUND

Truth Verification Services, LLC has requested to lease office A103 in the Hegewald Center part time.

FISCAL IMPACT

\$1,200 per year revenue

RECOMMENDATION

Authorize the Chair to sign lease agreement with Truth Verification Services, LLC.

LIST ATTACHMENTS

Contract Face sheet
Lease Agreement

LEASE AGREEMENT

This agreement is entered into this 1st day of October, 2019, by and between the **Skamania County (COUNTY)**, herein referred to as "Lessor," and Monty Buettner, sole proprietor of **Truth Verification Services LLC**, herein referred to as "Lessee."

Recitals

1. Lessor is the sole owner of the real property, commonly known as the Hegewald Center, a Professional Building and Event Center, located at 710 SW Rock Creek Drive in Stevenson, Washington 98648, and a room in the Hegewald Center hereinafter referred to as Office A103.
2. Lessor desires to lease office A103, hereinafter "the Premises," plus shared use of common areas (hallway, foyer, and rest rooms), hereinafter "the common area," for the purpose of conducting polygraph examinations.
3. The space is located in a county facility that mostly contains county employees and county services and will include some restrictions on use.
4. The County is willing to lease the Premises for the purposes stated above.
5. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE **Subject and Purpose**

1. Lessor leases to Lessee A103, plus shared use of the common area to Lessee for Lessee's use for the purpose of conducting polygraph examinations and any other services in connection therewith as are usually and customarily connected with and incidental to such business operations, and for which the Premises are hereby leased, subject to the recitals, terms and

Lease Agreement, Office A103
Hegewald Center, 710 SW Rock Creek Drive, Stevenson, WA, 98648

conditions herein, the breach of which shall result in a reversion to the County of all right, title and interest in and to the Premises.

2. Lessee will share the office with the Veterans Services Officer.
3. Lessee is entitled to utilize the office, in coordination with the Veterans Services Officer, two days per week for the duration of this Lease.
4. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation this lease shall immediately terminate.
5. In connection with its use of the Premises, Lessee shall at all times:
 - a. Conform to all applicable laws and regulations of any public authority affecting the Premises and their use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use.
 - b. Refrain from any activity that would make it impossible to insure the Premises against casualty or which would increase the insurance rate, unless Lessee pays the additional cost of the insurance.
 - c. Refrain from any use that would be reasonably offensive to users of neighboring tenants including odor and/or noise, or that would tend to create a nuisance, or damage the quiet enjoyment of the other users of the Hegewald Center.
 - d. Refrain from loading the floors beyond the design loading, the point considered safe by a competent engineer or architect selected by Lessor. If Lessor deems such inspection necessary by virtue of Lessee's use or intended use, Lessee shall bear the cost of the inspection.
 - e. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof, etc., of the Premises without the prior written consent of Lessor.
 - f. Respect the other users of the Hegewald Center by keeping noise to a level commensurate with a business use, by

- maintaining a professional atmosphere, and by observing the tenants' need for confidentiality.
- g. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.
 - h. Refrain from smoking in the Premises as the Hegewald Center is a publicly-owned facility and under RCW Chapter 70.160 is a no-smoking facility.
 - i. Restrict use of the Building parking lot to those activities normally performed in connection with the purposes for which the Premises are being leased.
 - j. If Lessee conducts any business after regular business hours, Lessee will ensure that the building remains secure and will escort clients into and out of the premises as needed.

SECTION TWO
Terms and Conditions

- 1. The term of this lease agreement shall begin on October 1, 2019 and shall end on December 31, 2020 unless sooner terminated or extended in accordance with the terms of this agreement.
- 2. This lease may be extended by agreement of both parties for one-year terms for a maximum of three additional years.
- 3. If the term of the lease is not extended for a one-year term, the lease shall continue on a month by month basis with all other provisions of the lease staying the same except the term.
- 4. For use and occupancy of the Premises, Lessee shall pay Lessor rental according to the following schedule:
 - a. The rental sum shall be \$100.00 per month plus Washington State Leasehold Excise Tax as established by RCW 82.29A, due and payable on or before the first day of each month, in advance, without demand.
 - b. Beginning January 1 of 2021, Rent shall be increased, and thereafter annually, at 2% per year. All lease rates will be plus Washington State Leasehold Excise Tax as established by RCW 82.29A, due and payable on or before the first day of each month, in advance, without demand.

- c. The terms and conditions of the Lease for the renewal term shall be identical with the original Lease except for rent; PROVIDED, HOWEVER, the terms and conditions shall be further subject to changes in the laws and regulations pertaining to imposition and amount of the Leasehold Excise Tax and to other laws and regulations pertaining to the leasing of public property to private entities.
 - i. Any positive percentage change in the Washington State Leasehold Excise Taxes as established by RCW 82.29A.
 - ii. Any positive percentage change in the Lessor's cost for fire insurance as described under Section Nine, Insurance/Casualty to Premises below
 - iii. Any change in the actual cost of the pro-rata share of utilities as described in Section Seven, Utilities, below.
5. All rent for renewal terms shall be due and payable on or before the first day of each month, in advance, without demand.
6. If Lessee's option is not to renew the Agreement, Lessee shall notify Lessor in writing, delivered to Lessor not less than thirty (30) days prior to the first day of a monthly term.
7. If Lease is being continued on a month to month basis, Lease may be terminated by either party with 30 days notice.
8. The Lessee shall pay for all costs associated with the Premises as necessary for conducting a business for which the Premises are leased. Such costs shall include, but are not necessarily limited to, all necessary taxes, permits, approvals and inspections associated with any such work. Lessee shall comply with all local, state and federal codes and regulations for such work, and hold Lessor harmless.

SECTION THREE

Late Charges and Interest on Past Due Sums

1. If Lessee shall fail to pay all or any part of an installment of rent within ten (10) days of the due date, Lessee may, in

addition to other remedies available to Lessor, pay to Lessor liquidated damages equal to ten percent (10%) of the amount not timely paid. Acceptance of late payment and liquidated damages as set out herein shall not be deemed a waiver by Lessor of Lessee's obligation to pay rent on time, nor shall it be considered a waiver of Lessor's right to pursue other remedies provided herein or by law.

2. Any sums past due from Lessee to Lessor hereunder, including liquidated damages, may bear interest at the rate of one percent (1%) per month.

SECTION FOUR **Security Deposit**

Lessee will deposit with Lessor a cash deposit in the amount of one hundred dollars (\$100.00), which shall become the property of the Lessor and held by Lessor for the full term plus any extensions of this Lease, plus thirty (30) days, as security for the full and timely performance by Lessee of the terms and conditions herein, for the repair of any damages to the Premises caused by Lessee apart from normal wear and tear, and for the payment of any sums due Lessor for a breach of this Lease. The rights of Lessor against Lessee for a breach of this Lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to lessee within thirty (30) days following the expiration of this Lease provided all terms of this lease shall have been fully performed by Lessee. In the event of a default by Lessee hereunder, Lessor, at its sole option, shall have the right, in addition to remedies upon default set forth herein: (1) to apply all or any portion of the deposit to sums owing under this lease and, at its option, to simultaneously pursue its remedies on default set forth herein, (2) to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the deposit to its full amount, or (3) to terminate this lease and retain the security deposit as liquidated damages. Should the demised Premises be sold, Lessor may transfer or deliver the security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION FIVE **Inspection**

Lessee has had an opportunity to inspect the Premises and is leasing the Premises "as is" and Lessor makes no representation or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Lessee acknowledges that it has made its own independent investigation respecting the Premises and will be relying entirely thereon and on the advice of any consultant Lessee may retain. Lessee may not rely upon any representation of any party, whether or not such party purports to act on behalf of Lessor, unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings and agreements between Lessee and Lessor are merged herein.

SECTION SIX

Taxes

Lessee shall timely pay to the Lessor all Leasehold Excise Tax due the State of Washington that may be imposed on, or arise in, connection with the use of the Premises, or any part thereof, during the lease term. The intention of the parties is the rent herein is net rental to Lessor, and Lessor shall receive the same free from all Leasehold Excise Tax and any other tax obligation.

SECTION SEVEN

Utilities

Utilities are included in the rental payment.

SECTION EIGHT

Maintenance and Repairs

1. Lessor shall provide maintenance due to ordinary wear and tear.
2. It shall be the Lessee's responsibility to notify Lessor of any damage to the premises and shall reimburse Lessor for any damage beyond ordinary wear and tear.
3. Upon expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition, subject to depreciation, ordinary wear and tear, and damage by fire or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its equipment, machinery, fixtures and other personal property that remain its property by the date of surrender.

4. Lessee shall be responsible for all janitorial services and any such related costs for A103 of the Premises. The Lessor shall be responsible for all janitorial services and any such related costs for the common areas (hallway, foyer, and rest rooms). Lessee shall otherwise maintain the premises in a clean condition.

SECTION NINE
Insurance/Casualty to Premises

1. Lessor shall at all times obtain and maintain a policy of fire insurance on any and all buildings and improvements of which the Premises are a part, including all alterations and additions thereto, in an amount equal to the current full replacement cost of said buildings and improvements. **The full actual cost of such insurance is included in the monthly rent per Section Two, Terms and Conditions, Paragraph (2).**
2. Any and all property of the Lessee, personal or real property shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property damage, and insurance for such property.
3. Lessee agrees to purchase and maintain for the duration of this Agreement and all extensions professional liability and all-risk property damage insurance with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, which insurance shall protect the Lessor, and to deposit evidence of same with Lessor. The evidence of insurance deposited with Lessor shall name the Lessor as an additional insured. Lessor reserves the right to require reasonable increases in the insurance coverage mandated by this subparagraph. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's business on the Premises. Lessor shall not be liable for any accident or injury to any person or property in or about the Premises that is caused by the conduct or operation of said business or by virtue of equipment or property of Lessee on said premises. Lessee agrees to defend and hold Lessor harmless against any and all such claims.
 - a. Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees),

- damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury of death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontractors or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.
- b. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof.
 - c. Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.
 - d. The Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - e. Lessee insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
4. Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required against other such insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct. Lessee shall maintain at all times professional liability insurance insuring Lessee's activities on the premises with not less than five hundred thousand dollars (\$500,000) single limits coverage, and shall make Lessor a loss payee on the policy. Lessee shall provide Lessor with a declarations page showing coverage in force at Lessor's request.
5. In the event fire or other casualty causes damage to the Premises, Lessor shall restore any damaged portion of the Premises as soon as practicable to substantially restore its condition immediately before the casualty. Rent shall be abated during the period of restoration and to the extent the buildings and Premises are not reasonably usable by Lessee, except that there will be no rent abatement if the casualty was caused by Lessee's negligence or failure to comply with the terms of this Lease. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds fifty-percent (50%) of its replacement cost, Lessor may elect to terminate

this lease and retain the proceeds of any such loss.

6. Lessor and Lessee each waive rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or its contents or to other portions of the Premises arising from any liability loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this lease. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charge assessed by its respective insurer.

SECTION TEN

Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the Premises, nor any part thereof, for any unlawful, disreputable or ultra-hazardous purpose, nor shall Lessee operate or conduct its business in a manner constituting a nuisance of any kind. Upon Lessee's discovery of any unlawful, disreputable or ultra hazardous use, Lessee shall immediately take action to halt such activities. Lessee will not do or permit anything to be done on the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance on the building, or on the property kept therein, or endanger, obstruct or interfere with the rights of other tenants, or conflict with the fire laws or regulations or with any insurance policy upon the building or any part thereof, or with any statutes, rules, or regulations enacted or established by any governmental authority.

SECTION ELEVEN

Indemnity

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this lease; (2) any

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injury or damage to persons or property happening on or about the Premises; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or any buildings or improvements thereon as a result of Lessee's activities.

SECTION TWELVE
Default or Breach

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due.
2. If Lessee shall fail to perform or comply with any of the conditions of this Lease other than for the payment of rent and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the 30 day period and shall not diligently proceed to completion of performance. However, no such notice shall be required if a similar notice was given within the previous six (6) months.
3. If Lessee shall abandon the demised Premises or cease continuous operation of its business. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
4. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve to any other person or party, except in the manner herein permitted, including the imposition of or suffering any mechanics, materialman or other liens against the property.

SECTION THIRTEEN
Effect of Default/Remedies

In the event of any default hereunder, Lessor shall have an immediate right to pursue the following remedies in addition to remedies provided by law:

1. Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
2. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, without demand or legal process, by giving to Lessee written notice of the cancellation and termination. Thereupon, this Lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
3. Upon termination of the Lease under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Premises at a place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that it will assemble such property. In the alternative, Lessor may re-enter the Premises and remove the property and personnel of Lessee. Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. Lessor may declare all sums due and to become due for the full term of this Lease immediately due and payable, plus interest thereon at the highest legal rate until paid in full. To the extent permitted by RCW 59.12.170, Lessor may seek double damages for unpaid rent.
6. Lessor may retain all prior payments by Lessee, including, without limitation, rent and Lessee's security deposit.
7. Lessor may sue for specific performance.

SECTION FOURTEEN
Lessor's Access to Premises

This lease is for a business suite, and the Lessor retains the right to enter into the common area and office space at any time to examine, inspect or protect the Premises, prevent damage or injury to the Premises, to make such repairs to the Premises as are necessary and reasonable and to exhibit the Premises to prospective tenants. Provided however, Lessor shall provide Lessee with advance notice of all such access needs to Lessee's individual office, scheduling access in advance and during normal business hours, except in the event of an emergency.

SECTION FIFTEEN
Lessee's Improvements

1. Lessee shall make no alterations or improvements to premises.

SECTION SIXTEEN
Compliance with All Laws

Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations. Any fees for any inspection of the Premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" (after the original Certificate of Occupancy) shall be paid by Lessee.

SECTION SEVENTEEN
Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee. Lessee understands and acknowledges, however, that it is sharing the premises and common areas with other businesses and adjacent to businesses conducting manufacturing operations, and some noise and odor from this business is expected.

SECTION EIGHTEEN
Non-Liability of Lessor

Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises nor for any injury or damage to any property of Lessee.

SECTION NINETEEN
Consents, Waivers

Whenever either party's consent or approval is required under this lease, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION TWENTY
Notice

1. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

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2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein.

Lessor:

Skamania County
509-427-3910
PO Box 1009
Stevenson, WA 98648

Lessee:

Monty Buettner
Truth Verification Services LLC
PO Box 172
Stevenson, WA 98648
360-749-0738

SECTION TWENTY-ONE

Total Agreement; Applicable to Successors

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY-TWO

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-THREE

Venue/Attorney Fees

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Lease, or for the collection of any sums due hereunder, the parties agree that the venue of such action or litigation shall be in the proper court of the State of Washington in and for the County of Skamania. The parties agree that the each party in any action or litigation shall bear their own attorney fees and costs.

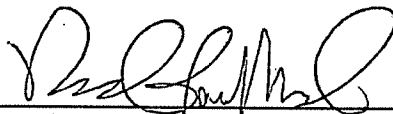
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SECTION TWENTY-FOUR
Time of the Essence


Time is of the essence in all provisions of this Lease.


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

LESSOR: SKAMANIA COUNTY

By 
Richard Mahar, Chair

LESSEE: Truth Verification Services, LLC

By 
Monty Buettner, Owner

APPROVED AS TO FORM:

Skamania County Prosecutor