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**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
240 NW Vancouver Ave.  
Stevenson, WA 98648  
Agenda for May 17, 2022

**Commissioner Meetings are open to the public either in person or using ZOOM with the following numbers:**

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

**Meeting ID: 889 0632 1210 – New Meeting ID as of 06/01/2021**

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- Audio only from your computer <https://us02web.zoom.us/j/88906321210>

**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/Wednesday meeting, otherwise they will be held for the following Tuesday/Wednesday. Email comments to: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) When a holiday falls on Monday, the regular meeting is held on Wednesday of that week.**

**Tuesday, May 17, 2022**

9:30 AM

Call to Order

Pledge of Allegiance

Public Comment (3 minutes)

Presentation of retirement plaque to Don Clack

**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. (9 items)

1. Minutes of December 21, 2021, and January 6, 11, 19, 25, 2022
2. Acknowledge receipt of 2022-2023 Title III applications and set the date of July 19, 2022, for a public hearing to receive public comment and for final review and consideration of Title III project for funding.
3. Liquor license renewal for Gorge Crest and White Salmon Vineyards
4. Special occasion liquor license for Cape Horn American Legion Post 122
5. Authorization to Purchase a Forklift
6. Authorization to Purchase a Scissor Lift
7. Ordinance 2022-02, Expanded Local Board of Health Attachment A
8. Award and execute the 2022 Crushed Rock Contract to James Dean Construction, Inc.

Voucher Approval

Payroll Approval

Noxious Weed Report

Discussion of funding source related to an authorization to purchase of seven new Mitel, Inc. 6940 blue tooth compatible phones with headsets (ARPA fund or IT)

Discussion of long-term leases at Wind River Business Park, preliminary approval requested and approval of notice to be made in the paper of record, and terms of lease posted to the website. Review of competing offers will be brought back to the Board on June 28<sup>th</sup> and determination of final approval will be requested.

- Two-year lease for the northern most bay in the Fire Cache for an initial rental rate of \$431.60 per month
- Three-year lease for the southernmost two bays in the Fire Cache for an initial lease payment of \$971.10 per month
- Ten-year lease for Buildings 1045, 2025, and a portion of Martha Creek Field. Lessee will rebuild and restore the buildings and grow native plants in the portion of Martha Creek Field

10:15 AM

Department Head Reports

Meeting Updates

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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](http://www.skamaniacounty.org) on the Commissioners web page. If necessary, the Board may hold executive sessions on scheduled meeting days. Board of Commissioner meetings are recorded, and audio may be heard at [www.skamaniacounty.org](http://www.skamaniacounty.org)

11:00 AM Workshop with GeoX Energy, to discuss geo-thermal exploration well

Lunch

1:30 PM Forest Service Updates with Erin Black, Mt. Adam's District Ranger, and Rebecca Hoffman Manager of the Mt. St. Helen's National Volcanic Monument

2:30 PM Mid-Columbia Economic Development District Updates with Jessica Metta, Executive Director

3:15 PM Updates from Krystyna Wolniakowski, Executive Director of the Columbia River Gorge Commission, and Donna Mickley, Forest Supervisor of the Columbia River Gorge National Scenic Area

4:15 PM Workshop to discuss the Good Neighbor Authority with Trevor McConchie and Sean Tran of the Department of Resources, and Samuel Grimm of the USDA Forest Service

5:30 PM Public hearing to take public comment and consider Ordinance 2022-03, Amending SCC 10.08.070(Parking Restrictions Wind River Road) restricting parking in front of the Post Office, MP 1.19 to MP 1.23 to automobiles, motorcycles, and light trucks only

**Adjourn**

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**

**Skamania County Courthouse  
240 NW Vancouver Ave. Lower Level, Room 18  
Stevenson, WA 98648**

**Minutes for Meeting of December 21, 2021**

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, December 21, 2021, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

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

Mary Repar, County resident wished the Commissioners a safe and happy new year. She commented on vaccination statistics in the County and urged the Board to put an ad on front page of newspaper to urge mask wearing and strive for 80-90% percent vaccination rate in Skamania County.

Written public comment was received and entered into the record from Mitch Patton, West End resident regarding mitigation plan and methane standards on old landfill sites.

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

1. Liquor license application for Savage Grace Wines, LLC
2. Liquor license discontinuation for Blue Collar Café
3. Liquor license renewals for Aniche Cellars, American Legion Coy-Catlin Post 137, and Willow Wine Cellars
4. Resolution 2021-46, Cancellation of a revolving fund for General Services, (Community Events and Recreation) created by Resolution 2014-32
5. Resolution 2021-47, Repaying Interfund Loans
6. Resolution 2021-48, Establishing Interfund Loans
7. Contract amendment with Community in Motion (name change from Human Services Council) to extend the current contract through March 2022
8. Contract with Granicus to provide monitoring and address identification of short-term vacation rental listing in unincorporated areas of the county
9. Renewal of Interlocal Agreement with the City of Bingen to provide Planning service
10. Contract renewal with Gregory S. Cheney, PLLC for indigent representations for District Court
11. Contract with Granite Construction Company for grinding and overlay on Metzger Road Project CRP# 2020-01
12. Contract renewal with Skamania County Economic Development Council for 2022 economic development services

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve vouchers for the period dated December 21, 2021, in the total amount of \$1,449,008.43 with \$87,182.88 being Current Expense, covering warrant numbers 184691 through 184808.

Commissioner Mahar moved, seconded by Commissioner Hamlin and the motion passed unanimously to approve payroll for the period of December 1-10, 2021, in the amount of \$612,998.03 with \$365,906.06 being Current Expense, covering payroll warrant numbers 43476 through 43493 and direct deposit numbers 71721 through 71898.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a revised certification of millage rate for Fort Vancouver Regional Library District.

The Board reported on various meetings they attended. Commissioner Mahar reported on meeting with West End residents to discuss COVID 19 mandates and a proposed rock quarry. He also delivered Christmas Baskets and attended a WSAC Virtual Assembly call. Commissioner Hamlin attended a MCEDD Loan Board meeting, and Homeless Housing meeting. He also attended a meeting regarding a Memorandum of Agreement with the Forest Service, and a Stevenson Downtown Association meeting. Commissioner Lannen met with Leanna Kinley of the City of Stevenson and attorneys for an update on the Courthouse project. He also reported on encumbered lands, and emails received from citizens regarding a rock quarry. He also met with Senator Curtis King, Kevin Waters, and Pat Albaugh to tour North Bonneville, Bridge of the Gods, and discussed encumbered lands, fire bill, scenic bi-way, and public records with them. Commissioner Mahar also reported the environmental impact statement will take a year for the proposed rock quarry and reported the Bear Creek proposed camping and event center is in the initial phase of planning.

The meeting recessed at 9:54 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Board met for Department Head reports.

- Tamara Cissell, Community Health Deputy Director reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing. She gave an update on COVID 19, a potential shared position with Clark County, personnel, and pediatric vaccines.
- Tim Elsea, Public Works Engineer, and Director reported on Engineering. He reported on Moore Bridge, Metzger Road, Skamania Landing Road, and CRAB reports. He also reported on County Road, ER & R, Solid Waste, Information Technology, and Buildings and Grounds. He also met with representatives from WSDOT, City of Stevenson, Sheriff, and maintenance workers regarding plowing during snow events.
- Alan Peters, Community Development Director reported on Planning, Building and Environmental Health. He also reported on personnel issues, and Storedahl Quarry.

The meeting recessed at 10:50 a.m. and reconvened the same day at 11:00 a.m. with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Board met for a presentation from Brenda Bush, regarding approval of a display in the Courthouse foyer for Martin Luth King Day.

The meeting recessed at 11:15 a.m. and reconvened the same day at 3:15 p.m. with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Board met with Skamania County's representative on the Gorge Commission, Tamara Kaufman for updates. She reported on 2022 officers, executive committee meeting in January 2022, a MCEDD presentation, a Skamania County hearing on the Cook Underwood tower, management plan ordinances, short term rentals, accessory dwelling units, migrant housing, and budget preparation. She also commented on communication strategy for next review of the management plan, and 2022 planning meeting.

The meeting adjourned at 3:46 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

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**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 January 6, 2022**

The Commissioners' business meeting was called to order at 9:30 a.m. on January 5, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin, and Richard Mahar present. Commissioner T.W. Lannen, Chair attended via ZOOM.

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

There was not public comment.

Commissioner Hamlin moved, seconded by Commissioner Lannen who stepped down and seconded the motion to appoint Commissioner Mahar as the Chair of the Board of Commissioners for 2022. The motion carried unanimously. Commissioner Mahar then took over the duties of running the meeting in his new role as Chair.

Commissioner Lannen moved, Commissioner Mahar stepped down and seconded the motion to appoint Commissioner Hamlin as the Vice Chair of the Board of Commissioner for 2022. The motion carried unanimously.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated January 5, 2022, in the total amount of \$11,472.20 with \$2,315.45 being Current Expense, covering warrant numbers 184936 through 184945.

Commissioner Lannen moved, seconded by Commissioner Hamlin and the motion carried unanimously to approve payroll for pay date, January 10, 2022, with warrant numbers 43494 through 43511 and direct deposit numbers 71899 through 72077.

The Board reported on various meetings they attended. Commissioner Hamlin reported on meeting with Leanna Kinley, City of Stevenson, Kelly O'Malley McKee, Stevenson Downtown Association and Time Elsea, County Public Works Director to discuss the Courthouse Plaza project. The Board discussed the Courthouse Plaza and decided a workshop is needed. Commissioner Hamlin also reported on the Bridge of the God Subcommittee and mentioned the Port of Cascade Locks will give the Board a presentation on the project. Commissioner Lannen reported on a Regional Transportation meeting where the 15 bridge replacement was discussed. He also reported on weather related calls received.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion carried unanimously to send a letter to Governor Inslee with verbiage written by the Sheriff.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion carried unanimously to approve Resolution 2022-03, an Emergency Declaration.

Commissioner Lannen moved, seconded by Commissioner Hamlin, and the motion carried unanimously to approve a cost sharing agreement with the federal government.

Commissioner Mahar reported on a Washington State Association of Counties Call, calls from constituents regarding the Storedahl and Sone Rock Quarry, and kudos to Sheriff and Public Works and Search and Rescue for good job during the snow event.

The meeting adjourned at 10:07 a.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

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**Commissioner**

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**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 January 11, 2022**

The Board of Commissioners met for a staff meeting at 9:00 a.m. on Tuesday, January 11, 2022 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue, Stevenson, WA with Commissioners Robert Hamlin, T.W. Lannen and Richard Mahar Chair present. Alex Hays, Community Events and Recreation Manager reported on contracts, updated website, updated Fair forms, lodging tax contracts, and DFC position resignation. HE also reported on a flood in the barn where mattresses are stored for Skamania Lodge. Sophie Miller, Senior Service Program Manager reported on volunteers shoveling and plowing for senior citizens, picking up prescriptions during the inclement weather. She also reported on grants and invoicing, and emergency lists and contacts. Toni Farris, Probation Officer reported on end of year reporting, internal audit, and Drug Court. Heidi Penner, Financial Management Administrator reported on working from home on the Budget Book for 2022, grant paperwork due on Valentine's Day, and her schedule for vacation. Debbie Slack, Clerk of the Board reported on 2022 Contracts, and Public Records Requests. Debi Van Camp, Human Resources Administrator reported on working from home, negotiations, new files for 2022, COVID 19 L & I and OSHA requirements. Heidi also reported the due date for the second report of AARP funds has been pushed back to the end of April. She also discussed AARP funds in the amount of \$375,000 to be transferred to Cumulative Reserve Insurance fund.

The meeting recessed at 9:33 a.m.

The Commissioners' business meeting was called to order at 9:33 a.m. on Tuesday, January 11, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar Chair present.

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

Mary Repar, Stevenson resident remarked during public comment that response to snow event wasn't coordinated and reverse 911 was not used. She also commented on five-day work weeks.

Written public comment was received and entered into the record from Mitch Patton, West End resident regarding right of way.

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

1. Minutes for meeting of September 13-14, 2021
2. Resolution 2022-01 Updating the Skamania County Community Action Plan
3. Resolution 2022-02 Establishing a new minimum Current Expense Ending Fund Balance
4. Memorandum of Agreement with Evergreen Forest County Group for public land, environment and natural resources work by Robert I. Weidner on behalf of Skamania County in Washington D.C.
5. Application from Skamania County to use .09 funds for the 2022 contract with Skamania County Economic Development Council to promote and support economic development
6. Application from the Port of Skamania County to use .09 funds for the Cascade Business Park Development project in North Bonneville



7. Application from Skamania County to use .09 funds for Mid-Columbia Economic Development District local assessment for fiscal year July 1, 2022, to June 30, 2023
8. Interagency agreement with Washington State Department of Commerce funds for improvement of criminal justice and community response to violence against women
9. Contract with Skamania County Fair Board for 2022 lodging tax funds to promote tourism
10. Contract with Columbia Area Transit for 2022 lodging tax funds to promote tourism
11. Contract with Wind River Business Association for 2022 lodging tax funds to promote tourism, Logtoberfest
12. Contract with Wind River Business Association for 2022 lodging tax funds to promote tourism, Carson events
13. Contract with Skamania County Historical Society for 2022 lodging tax funds to promote tourism
14. Contract with Skamania County Chamber of Commerce for 2022 lodging tax funds to promote tourism
15. Contract with Skamania County Community Events and Recreation for 2022 lodging tax funds to promote tourism, Country Chic
16. Contract with Skamania County Community Events and Recreation for 2022 lodging tax funds to promote tourism, Columbia Gorge Bluegrass Festival and Skamania County Fair events
17. Contract with Columbia River Poultry Club for 2022 lodging tax funds to promote tourism
18. Contract amendment with Health Care Authority to allow HCA to utilize office space for HCA Community-based Medical Assistant

The voucher run was cancelled due to inclement weather the week before. The Courthouse was closed.

The Board reported on various meetings they attended. Commissioner Hamlin reported on a Legislative Steering Committee meeting, Commissioner Lannen reported on encumbered lands, a hot wash meeting to discuss the storm will be held the following week, and quarry comments. Commissioner Mahar reported on quarry comments and a Washington State Association of Counties virtual call with Dr. Scott Lindquist from the Department of Health. Commissioner Lannen also reported on the CFM lobbyist and their work on the Wind River Business Park Conveyance.

The meeting recessed at 9:53 a.m. and reconvened the same day at 10:02 a.m. with Commissioners Robert Hamlin, T.W. Lannen and Richard Mahar Chair present.

The Board met for Department Head reports

- Alan Peters, Community Development Director reported on Planning, Building and Environmental Health. He reported receiving 300+ comments on the Storedahl Quarry and gave a timeline of the project. He also reported on the proposed Columbia Gorge Getaways, and personnel.
- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities and Housing. She reported on an ACHS legislative meeting, involuntary hospitalization of two clients and thanks Skamania County EMS for a COVID clinic. A school wrestling match was cancelled due to COVID 19 by the school due to increased transmission.

- Tim Elsea, Public Works Director reported on the recent stow storm involving road crews, snow plowing, and coordinating with Sheriff's Deputies. A small slide was reported on Skye Road, and bridge drains were plugged. A hotwash meeting will be held and a contact list of resources developed for future use. He also reported on Engineering, County Road, ER & R, Solid Waste, Buildings and Grounds, and IT.

The meeting recessed at 10:40 a.m. and reconvened the same day at 2:30 p.m. with Commissioners Richard Mahar, Robert Hamlin and T.W. Lannen, Chair present.

The Board met to discuss Commissioner Meeting Assignments for 2022.

The meeting recessed at 2:50 p.m. and reconvened the same day at 3:30 p.m. with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar, Chair present.

The Board met with Gabe Spencer, Assessor and Pat Albaugh, Port of Skamania County Executive Director in Executive Session pursuant to RCW 42.30.110(1)(b-c) real estate for thirty minutes.

The Meeting recessed at 4:03 p.m. and reconvened the same day at 4:23 p.m. with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar, Chair present.

The Board met with Adam Kick; Prosecuting Attorney in Executive Session pursuant to RCW 42.30.110(1)(i) litigation for thirty minutes. The meeting ended at 4:55 p.m.

Commissioner Hamlin moved, seconded by Commissioner Lannen and the motion carried unanimously to join with American Forest Resource Council on newest spotted owl litigation.

The meeting adjourned at 4:57 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

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**Commissioner**

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**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 January 19, 2022**

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, January 19, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin and Richard Mahar Chair present. Commissioner Lannen was away from the office.

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

There was no public comment.

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

1. Contract with Richard V. DiPacerno for provide veteran services to Skamania County
2. Interlocal Agreement with the City of Stevenson for promotion of events through lodging tax
3. Resolution 2022-04, Assigning County Road Project (CRP) numbers to road projects listed on the Six Year Transportation Improvement Program 2022-2027
4. Contract renewal with Department of Health for Consolidated Contract for fiscal period 2022-2024
5. Agreement with InTime for Cloud hosted workforce management scheduling solution software
6. Contract with WA State Military Department to provide funding for Skamania County EOC to assist with planning and operations
7. Sub-recipient Contract with Skagit County to allow for 911 Emergency Communications to receive pass through funds for Next General 911 Telephone Equipment from NG911 National Highway Traffic Safety Administration Federal Grant administer by Skamania County Sheriff
8. Sub-recipient Contract with Okanagan County to allow for 911 Emergency Communications to receive pass through funds for Next General 911 Telephone Equipment from NG911 National Highway Traffic Safety Administration Federal Grant administer by Skamania County Sheriff
9. Contract renewal Christopher Lanz and W. Todd Pascoe, PLLC for indigent defense of Superior Court defendants
10. Contract renewal with WA State Office of Public Defender for improvement funds
11. Contract renewal with Senior Services, Inc. of North Bonneville to operate and maintain a senior service center in North Bonneville
12. Contract with Skamania County Economic Development Council to promote and support economic development in Skamania County - .09 funding
13. Interlocal agreement with the Port of Skamania for .09 funding for the Cascade Business Park Development project
14. Contract with Skamania County Economic Development Council for position with the Small Business Development Center
15. Contract with Skamania County Economic Development Council for CFM position

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve vouchers for the period dated January 19, 2022, in the total amount of \$284,593.01 with \$141,564.46 being Current Expense, covering warrant numbers 185042 through 185142.

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve payroll for the period of January 1-15, 2022, in the amount of \$627,046.17 with \$364,557.64 being Current Expense, covering payroll warrant numbers 43512 through 43529 and direct deposit numbers 72078 through 72253.

Commissioner Hamlin moved, seconded by Commissioner Mahar and motion carried unanimously to approve a policy to compensate employees that worked during January emergency closure with Earned Bonus Leave.

Commissioner Hamlin moved, seconded by Commissioner Mahar to approve a pre-hire request from the Community Development Department to replace a Planner I position with a Planner III position. The impact on the budget was discussed and reiterated that hiring should be done during budgeting time. The motion carried unanimously.

Commissioner Hamlin moved, seconded by Commissioner Mahar to approve a pre-hire requested from the Sheriff's Office to hire an additional law enforcement officer. The motion carried unanimously.

Commissioner Hamlin moved, seconded by Commissioner Mahar to approve range adjustments for nonunion positions in various departments. The motion carried unanimously.

The Board reported on various meetings they attended. Commissioner Hamlin attended Gorgeous Nights, Underwood Parks and Recreation, Legislative Steering Committee, Bi-State Recreation and Transportation Group. He also met with Tim Elsea, Public Works Director, Wind River Trust Group, Adam Kick, Prosecuting Attorney, and Pat Albaugh, Port of Skamania County Executive Director to discuss leases and presentation to Wind River Advisory Board. Commissioner Mahar reported on State Board of Health, Fair Board, Governor Inslee conference call and discussing the Storedahl & Sons Quarry with Chris Brong and other constituents.

The meeting recessed at 9:53 a.m. and reconvened the same day at 10:02 a.m. with Commissioners Robert Hamlin, and Richard Mahar Chair present.

The Board met for Department Head reports

- Alan Peters, Community Development Director reported on Planning, Building and Environmental Health. He also reported on personnel, Storedahl Quarry project, and a meeting with the City of Stevenson to discuss building permits
- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities and Housing. She reported on COVID 19, the need for one advisory member on the Developmental Disabilities Council, and a Homeless Housing meeting scheduled for that day.
- Tim Elsea, Public Works Director submitted a written report on Engineering, County Road, Information Technology, ER & R, Buildings and Grounds, Solid Waste and Wind River Business Park.

The meeting recessed at 10:15 a.m. and reconvened the same day at 11:03 a.m. with Commissioners Robert Hamlin and Richard Mahar, Chair present.

The Board met for a quarterly update from Lorena Lowell, Business Advisor for Small Business Development Center (SBDC). She reported on helping a range of clients and working with the EDC, and banks.

The meeting recessed at 11:13 a.m. and reconvened the same day at 11:35 a.m. with Commissioners Robert Hamlin, and Richard Mahar, Chair present.

The Board met for a presentation on the Bridge of the Gods project, with Jerimiah Blue, and Olga Kaganove from the Port of Cascade Locks.

The meeting recessed at 12:17 p.m. and reconvened the same day at 1:35p.m. with Commissioners Robert Hamlin, and Richard Mahar, Chair present.

The Board met for Forest Service Updates, with Erin Black, Mt. Adams District Ranger, and Rebecca Hoffman, Monument Manager. Eric Veach, Gifford Pinchot National Forest Supervisor, greeted the Board by ZOOM letting them know SRS and Title III funding. Erin Black, Mt. Adams District Ranger reported on Personnel, Planning, winter activities, timber sales, infrastructure bill, disaster relief funds, and wildfire crisis-10-year strategy plan. Rebecca Hoffman, Mt. St. Helen’s National Volcanic Monument Manager reported on recreation, and roads, planning and climbing and summer seasonal hired.

The meeting recessed at 1:57 p.m. and reconvened the same day at 2:40 p.m. with Commissioners Robert Hamlin, and Richard Mahar, Chair present.

The Board met with Leslie Naramore, Executive Director of Washington Gorge Action Programs for quarterly updates. She reported on the Warming Shelter, Food Bank, pets and homelessness, rental assistance, heating assistance, and water utility assistance.

The meeting recessed at 2:46 p.m. and reconvened the same day at 3:30 p.m. with Commissioners Robert Hamlin, and Richard Mahar, Chair present.

The Board held a workshop with Noctel Communications to discuss fiber optic serve to Skamania County. A franchise agreement, grant writing assistance, right away use permit, and joint use with Skamania County PUD were discussed.

The meeting adjourned at 3:58 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

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**Commissioner**

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**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 January 25, 2022**

The Board of Commissioners met for a staff meeting at 9:00 a.m. on Tuesday, January 25, 2022 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue, Stevenson, WA with Commissioners Robert Hamlin, and Richard Mahar Chair present. Mandy Hertel, Senior Services Assistant Program Manager reported on the transit expansion, Gorge Passes on sale, and an updated schedule. Debi VanCamp, Human Resources Administrator reported on negotiations, and Affordable Care Act. Ales Hays, Community Events and Recreation Manager reported on a trip to Washington DC with On Prevention Alliance for a conference. He also reported heaters are being installed in the barns at the fairgrounds. He also informed the Board it's possible there won't be a carnival at the Fair in August, Blue Grass tickets go on sale mid-February and talked about irrigation at the fairgrounds. Debbie Slack, Clerk of the Board reported on advertising for Supplemental Budget 31 for 2022, and contract processing.

The meeting recessed at 9:19 a.m.

The Commissioners' business meeting was called to order at 9:31 a.m. on Tuesday, January 11, 2022, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Robert Hamlin, and Richard Mahar Chair present.

It was noted by Richard Mahar, Chair that the Courthouse Plaza project presentation scheduled for 11:30 a.m. that day would be postponed until February 1, 2022.

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

There was no public comment.

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

1. Liquor license renewal for Backwoods Brewing Company
2. Contract with Washington State University Extension to provide cooperative extension services for Skamania County in 2022
3. Contract with Underwood Conservation District to provide natural resource technical assistance, workshops and services to Skamania County landowners and residents
4. Contract with Washington State Department of Agriculture for a grant received to purchase supplies for an above ground irrigation system
5. Contract with Washington State Department of Agriculture for a grant received to purchase kidding gates for the goat, sheep, and pig pens.
6. Contract with Washington State Department of Agriculture for a grant received to purchase gate panels for the existing goat, sheep and pig panels owned by the County

Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion passed unanimously to approve vouchers for the period dated January 25, 2022, in the total amount of \$135,033.79 with \$8,546.89 being Current Expense, covering warrant numbers 185143 through 185227.

Hannah Brause, WSU Extension Director reported on a trip Somer Meade will be taking with One Prevention Alliance to Washington DC. She also reported on financial audits of 4-H clubs, animal science club at Canyon Creek Middle School, new 4-H clubs, and enrollment with 111 youth and volunteers signed up so far. She also reported on Forest Youth Success, and preparations for the summer season. She also reported on receiving funding to do work with WSU Faculty and the Department of Health in mental health and suicide prevention. She also reported that she was accepted into Cornells Public Health Essential program. In March she is going up for a promotion with WSU. If successful she will promote up to the rank of Associate Professor.

Commissioner Hamlin moved, seconded by Commissioner Mahar and motion carried unanimously to ratify action from January 19, 2022, to make correction. Change from Range 16 to Range 18 to Range 16 to Range 17 "Range adjustments for non-union positions in various departments – "non-union positions Court Clerk Civil, Asst Clerk District, Com Dev OAV; Pros Legal Assistant, Real Estate Property Tax Revenue Deputy, Senior Services Dispatch, Rece/OAV, Legal Assistant I this includes all non-union OAV's from Range 16- Range 18 to Range 16- Range 17.

The Board reported on various meetings they attended. Commissioner Hamlin reported on a Legislative Steering Committee meeting, State Building Code meeting, and Mid-Columbia Economic Development District meeting. Commissioner Mahar reported on a constitutional meeting, WSAC call, and Fair updates. He reported the theme for the 2022 Fair will be Stars and Stripes.

The meeting recessed at 9:55 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Robert Hamlin, and Richard Mahar Chair present.

The Board met for Department Head reports

- Tamara Cissell, Community Health Director reported on Behavioral Health, Public Health, Developmental Disabilities and Housing. She reported on a Behavioral Health Southwest Regional Capacity Development Committee meeting, and a pocket guide of safety resources for the homeless. She reported Skyline medical people are on site in Stevenson on Wednesdays each week. She also talked about the Pathways Regional Advisory Board meeting that meets quarterly.
- Alan Peters, Community Development Director reported on Planning, Building and Environmental Health. He reported on a Planner II position that closed on January 24, 2022. He also will attend a FEMA presentation on revised flood maps that day. Other items he reported on were comments received on the Storedahl Quarry project, meeting with Granicus to kickoff short-term rental monitoring. In the Building and Environmental Health division he reported that a new front desk office assistant will start on February 1<sup>st</sup>. He is also working on a job description for Permit Technician/Backup Building Inspector and working on reporting for solid waste enforcement grant.
- Tim Elsea, Public Works Director submitted a written report on Engineering. County Road, ER & R, Solid Waste. Buildings and Grounds, Information Technology and Wind River Business Park.

The meeting recessed at 10:21 a.m. and reconvened the same day at 10:30 a.m. with Commissioners Robert Hamlin and Richard Mahar, Chair present.

The Board met for a Safety Committee report. Commissioner Hamlin moved, seconded by Commissioner Mahar and the motion carried unanimously to approve 2021-E-05 and agree with the supervisor that this is a preventable incident, employee should be more aware of surroundings when passing.

Commissioner Lannen joined the meeting via ZOOM and commented on encumbered lands mentioning support from Senator Curtis King and Representative Chris Corry.



The meeting recessed at 10:45 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar, Chair present. Commissioner Lannen was attending via ZOOM.

The Board met for a presentation of updated Skamania County FEMA Flood Insurance Rate Map. The presentation included

- Mission of FEMA
- Why are the Flood Maps Changing?
- New Skamania County Data
- Scope of Work
- The Benefits of Flood Maps
- What is the National Flood Insurance Program and the purpose of NFIP?
- Timeline for Skamania County

More information can be obtained by visiting:

<https://storymaps.arcgis.com/stories/843aa9f33bd04494ad754a9b873381a6>

The Meeting recessed at 2:10 p.m. and reconvened the same day at 2:15 p.m. with Commissioners Robert Hamlin, T.W. Lannen, and Richard Mahar, Chair present.

The Board met with Krystyna Wolniakowski, Columbia River Gorge Commission Executive Director. Krystyna updated the Commissioners on the revised Management Plan, and 2022 priority meeting in March. The Beacon Rock project was also discussed.

The meeting recessed at 2:23 p.m. and reconvened the same day at 3:15 p.m. with Commissioners Robert Hamlin and Richard Mahar, Chair present. Commissioner T.W. Lannen attended via ZOOM.

The Board met in an Executive Session with Adam Kick, Prosecuting Attorney pursuant to RCW 42.30.110(l)(i), litigation for 20 minutes. Commissioners Mahar and Hamlin were present in the Board Room. Commissioner Lannen participated by ZOOM. Human Resources Administrator, Debi VanCamp was also in attendance.

The meeting recess at 3:40 p.m. and reconvened on Thursday, January 27, 2022, at 10:40 a.m. with Commissioners Robert Hamlin and Richard Mahar, Chair present and Commission T.W. Lannen present via ZOOM.

Commissioner Hamlin moved, seconded by Commissioner Lannen and motion carried unanimously to approve the 2022-2024 Public Works and Managers Union Contracts.

Commissioner Hamlin moved, seconded by Commissioner Lannen and motion carried unanimously to approve a cost of living raise of 3% and a stipend of \$1500 for 3 years effective January 1, 2022.

Commissioner Lannen moved, seconded by Commissioner Mahar and motion carried unanimously to give Commissioner Hamlin authority to meet with constituents regarding real estate.

Commissioner Lannen directed questions to Debi VanCamp regarding language and 3-year financial impact on agreements just passed for non-union employees.

The meeting adjourned at 10:45 a.m. on Thursday, January 27, 2022.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

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

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**NOTICE OF SKAMANIA COUNTY'S PROPOSED 2022 TITLE III PROJECTS  
SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION ACT OF 2000  
(PUBLIC LAW 106-393)**

Skamania County solicited Title III projects from the public and various agencies for 2022-2023. The projects listed below will be considered for funding by the Board of Commissioners. A public hearing will be held at 5:30 p.m. Tuesday, July 19, 2022, in the Skamania County Courthouse, Commissioners Meeting Room 18, 240 NW Vancouver Avenue, Stevenson, WA to receive public comments regarding proposed Title III Projects for 2022-2023.

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by noon on the Monday preceding the date of the public hearing. Anyone interested may appear and be heard. Skamania County Courthouse is accessible for persons with disabilities. Please let us know if you will need any special accommodations to attend the meeting by calling (509) 427-3700.

Copies of the proposed 2022-2023 Title III Applications are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**Skamania County Sheriff's Emergency Services sponsored by Skamania County Sheriff's Department.**

**Continue to enhance** and improve necessary and appropriate emergency response capabilities of the Skamania County Sheriff to include search and rescue in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area. Proposes to maintain a Road Deputy wages and overtime, including maintenance and replacement of supporting equipment and services utilized to provide response to emergencies, including Search and Rescue missions on National Forest lands in Skamania County. The primary responsibilities of personnel will be response to emergency services and coordination of search and rescue incidents. Primary responsibility is the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area within the boundaries of Skamania County. All SAR Coordinator Deputies will maintain appropriate training in Search and Rescue Coordination, emergency medical treatment, and training in the national recognized ICS and NIMS. This will all officers to be utilized in a command level position at the scene of incidents related to Search and Rescue, wildfires, and other emergencies.

**North Country EMS St. Helen's Project sponsored by North Country EMS.**

**Continue to provide** ambulance and rescue services staffed with trained emergency medical service personnel to areas of Skamania County as depicted in the provided service area map, with special emphasis on certain Mt. St. Helens recreational areas during the months of, July and August and early September and response from other stations as needed and available.

**Skamania County Firewise Defensible Space, sponsored by Underwood Conservation District.**

**Continue an ongoing program** supporting residents and small Wildland Urban Interface (WUI) communities in reducing their risk from wildfire. UCD assist people in strengthening their "defensible space" to preserve life and property in event of a wildland fire.

**EMS and Rescue Response sponsored by Skamania County Public Hospital District dba Skamania County Emergency Medical Services.**

**Requesting renewed** funding of this project so that the provision of services and reimbursement of associated costs may continue uninterrupted. This project provides emergency medical services, rescue, and ambulance transport services to areas of the County owned by the federal government, including fire suppression services for structural and wild land firefighting in addition to trail rescue, rope rescue, motor vehicle collisions, hazardous materials, and public assistance calls. Requesting funds for training costs related to services provided under this contract, equipment purchases, and call reimbursements directly related to the services provided under this contract.

**Skamania County Fire District #1**

**Requesting funds** to address calls for service in federally lands in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic area, surrounding Fire District #1. Dispatching local resources is key in providing quality immediate response to emergencies to county residents and visitors. In addition to providing fire suppression services for structural and wild land firefighting, Fire District #1 response to many types of calls, including motor vehicle collisions, hazardous materials, public assistance calls, and manpower assistance to rescue calls.

Dated this 17<sup>th</sup> day of May 2022.

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Debbie Slack  
Clerk of the Board  
Publish: May 25<sup>th</sup> and June 1, 2022.

**DATE: May 17, 2022**

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

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

Please publish the following documents on the dates indicated:

1. Set date for Public Hearing – legal notice ~ publish May 25<sup>th</sup> and June 1<sup>st</sup> 2022
2. Please sent bill to:  
Skamania County Commissioners  
Attn: Debbie Slack  
P.O. Box 790  
Stevenson, WA 98648

Public Hearing on; July 19, 2022

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD  
LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20220831

DATE: 05/06/2022

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. HOOD CREST, LLC	GORGE CREST 341 KOHLOCK KNAPP RD UNDERWOOD	WA 98651 0000 401237	DOMESTIC WINERY < 250,000 LITERS
2. BREEM, PETER RICHARD BREEM, FAYE	WHITE SALMON VINEYARDS 391 NEWELL RD UNDERWOOD	WA 98651 9104 084694	DOMESTIC WINERY < 250,000 LITERS



Washington State  
Liquor and Cannabis Board  
PO Box 43098

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

May 06, 2022

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 WS-LCB.

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](mailto:wslcb@liq.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIQ 864 07/10



WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES  
 1025 UNION AVE SE - P O Box 43075  
 Olympia WA 98504-3075  
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: SKAMANIA COUNTY COMMISSIONERS

MAY 6, 2022

SPECIAL OCCASION #: 090091

CAPE HORN AMERICAN LEGION POST 122  
 10221 WASHOUGAL RIVER RD  
 WASHOUGAL, WA 98671

DATE: JULY 16, 2022

TIME: 5:00 PM TO 11:59 PM

PLACE: CAPE HORN AMERICAN LEGION POST 122 - 10221 WASHOUGAL RIVER RD, WASHOUGAL

CONTACT: CHRIS FULLER (DOB: 4.16.0194) 360-518-0814

SPECIAL OCCASION LICENSES

- \*  Licenses to sell beer on a specified date for consumption at a specific place.
- \*  License to sell wine on a specific date for consumption at a specific place.
- \*  Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
- \*  Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

5/17/22 x

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

Richard Mahar, Chair

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

**SUBMITTED BY** Alex Hays – Community Events  
Department

  
Signature

**AGENDA DATE** May 17, 2022

**SUBJECT:** Authorization to Purchase

**ACTION REQUESTED:** Approve the Authorization - Forklift

**SUMMARY/BACKGROUND**

The fairgrounds are in need of a Forklift to help with the events and overall maintenance of the grounds.

**FISCAL IMPACT**

The funds to pay for the machinery will come out of the fairground capital improvement fund

**RECOMMENDATION**

Approve the Authorization

**LIST ATTACHMENTS**

Authorization to Purchase form  
Agenda Commentary



**AUTHORIZATION TO PURCHASE**

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

**SKAMANIA COUNTY**

DATE OF REQUEST: 5/17/2022

ITEM REQUESTED FOR PURCHASE: Forklift

PURPOSE OF ITEM TO BE PURCHASED: For equipment to help with events and maintenance

PROPOSED VENDOR: Toyota

APPROXIMATE AMOUNT OF PURCHASE: \$30,060.00 plus sales tax

REQUESTED BY: Alex Hays

SUPERVISOR APPROVAL: \_\_\_\_\_

BUDGET OKAY: Yes

SUPPLEMENTAL BUDGET  YES  NO

SOURCE OF FUNDING: Fairgrounds Capital Improvements


DEPARTMENT HEAD APPROVAL: 

COMMISSIONER APPROVAL (2 Signatures required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

**SUBMITTED BY** Alex Hays – Community Events  
Department

  
Signature

**AGENDA DATE** May 17, 2022

**SUBJECT:** Authorization to Purchase

**ACTION REQUESTED:** Approve the Authorization – Scissor Lift

**SUMMARY/BACKGROUND**

The fairgrounds are in need of a scissor lift to help with the events and overall maintenance of the grounds.

**FISCAL IMPACT**

The funds to pay for the machinery will come out of the fairground capital improvement fund

**RECOMMENDATION**

Approve the Authorization

**LIST ATTACHMENTS**

Authorization to Purchase form  
Agenda Commentary



**AUTHORIZATION TO PURCHASE**

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER \$5,000.00)

**SKAMANIA COUNTY**

DATE OF REQUEST: 5/17/2022

ITEM REQUESTED FOR PURCHASE: Scissor Lift

PURPOSE OF ITEM TO BE PURCHASED: For equipment to help with events and maintenance

PROPOSED VENDOR: Toyota

APPROXIMATE AMOUNT OF PURCHASE: \$17,490.51

REQUESTED BY: Alex Hays

SUPERVISOR APPROVAL: \_\_\_\_\_

BUDGET OKAY: Yes

SUPPLEMENTAL BUDGET  YES  NO

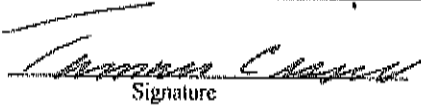
SOURCE OF FUNDING: Fairgrounds Capital Improvements

DEPARTMENT HEAD APPROVAL: 

COMMISSIONER APPROVAL (2 Signatures required)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Community Health</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>May 17, 2022</u>	
<b><u>SUBJECT</u></b>	<u>Ordinance 2022-02 – Expanded Local Board of Health and Attachment A</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve</u>	

### **SUMMARY/BACKGROUND**

E2SHB 1152 was passed by legislature during the 2021 legislative session requiring that local boards of health expand the composition to include an equal number of members who are nonelected officials. The statute specifies groups of individuals that must be represented on the expanded local board of health.

Previously approved Ordinance 2022-02 now includes reference to Attachment A. Attachment A is necessary to amend Skamania County Code 8.04.040.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

It is the recommendation of Community Health that the Board of County Commissioners approve revision to Ordinance 2022-02 referencing Attachment A and Attachment A for codification.

### **LIST ATTACHMENTS**

Ordinance 2022-02  
Attachment A



**ORDINANCE 2022-02**  
**(AN ORDINANCE AMENDING SKAMANIA COUNTY CODE**  
**CHAPTER 8.04.040 – BOARD OF HEALTH)**

**WHEREAS**, the County is authorized under RCW Chapter 70.05 to expand the size and composition of the local board of health; and,

**WHEREAS**, the 2021 Washington State Legislature, under E2SHB 1151, enacted legislation addressing the compositions and appointments to local boards of health which will require Skamania County, as of July 1, 2022, to amend Ordinance 2009-05 Chapter 8.04.040; and,

**WHEREAS**, effective July 1, 2022, E2SHB 1151 changes the required composition of local boards of health by requiring an equal number of members who are nonelected officials as number of elected officials; and,

**WHEREAS**, the statute specifies groups of individuals that must be represented on the local board of health as outlined in RCW 70.05.030; and

**WHEREAS**, the statute requires the board to establish rules for the appointment process for the nonelected members that is fair, unbiased, and that ensures that nonelected members are diverse in expertise and experience; and,

**WHEREAS**, Skamania County has usual and accustomed areas for American Indian and Alaska Native people, In-lieu fishing sites, which requires that the expanded Board of Health have a tribal representative selected by the American Indian Health Commission; and,

**WHEREAS**, notice of the public hearing was provided in the official newspaper of general circulation at least 10 days prior to the public hearing, meeting the notification requirements; and,

**WHEREAS**, on April 12, 2022, the Board of County Commissioners held a workshop to discuss Ordinance 2022-02 establishing an expanded Board of Health; and,

**WHEREAS**, on April 19, 2022, at 5:30 p.m., the Board of County Commissioners held a legislative public hearing on Ordinance 2022-02; and,

**WHEREAS**, after accepting public comment on the proposed amendment to Chapter 8.04.040, the public hearing was closed to further comment; and,

**WHEREAS**, on April 19, 2022, the Board of County Commissioners considered adoption of Ordinance 2022-02; and,

**WHEREAS**, on May 17, 2022, the Board of County Commissioners approved the addition of Attachment A to Ordinance 2022-02 for the purpose of incorporating changes to Chapter 8.04 of the Skamania County code; and,

**NOW THEREFORE BE IT HERBY ORDAINED AND ESTABLISHED** Ordinance 2022-02 and Attachment A amending Skamania County Code Chapter 8.04.040 -- expanded local board of health is hereby adopted.



**BE IT FINALLY ORDAINED** that Ordinance 2022-02 was adopted and became effective on April 19, 2022, and Attachment A is hereby adopted and effective May 17, 2022 by the Skamania County Board of County Commissioners, a political subdivision of the State of Washington.

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

\_\_\_\_\_  
Approved as to form only  
Adam Kick, Prosecutor

Ordinance 2022-02 Attachment A

8.04.040 Board of Health

A. As set forth in RCW [70.05.030](#), the board of county commissioners and at least three (3) other members, as defined by E2SHB 1152, shall constitute the local board of health effective July 1, 2022. The jurisdiction of the local board of health shall be coextensive with the boundaries of said county. Non-elected board members shall be approved by a majority vote of the county commissioners. The initial term, for non-elected members of the newly expanded Board of Health, will be randomly assigned as one (1) year, two (2) years, or three (3) years and subsequent terms will be for three (3) years.

B. The elected chair of the board of county commissioners for each year shall also serve as the elected chair of the board of health.

C. The board of health shall have supervision over all matters pertaining to the preservation of the life and health of the people of Skamania County. In addition to those duties set forth in RCW [70.05](#), they shall also:

1. Collect, analyze, and disseminate to the community, through the Skamania County community health department and the community development department, information about community health conditions, risks and resources, and the availability of resources to address identified problems; and,
2. Enact such rules, regulations, and polices as are necessary to preserve, promote, and improve the health status of Skamania County residents, and guide the allocation of appropriated and necessary public health resources; and,
3. Assure that necessary and effective public health services are available for the protection of the people of Skamania County, including the control and abatement of nuisances detrimental to public health; and
4. Enforce the public health codes and policies of the county.

D. The board of health shall hold no fewer than one regular meeting in each month of each year; provided, that if no issues over which the board of health has jurisdiction are pending upon its calendar, a meeting may be canceled. All meetings of the board of health shall be open to the public, pursuant to the Open Public Meeting Act, codified in RCW [42.30](#).

E. A majority of the board of health members shall constitute a quorum. A quorum shall consist of at least one County Commissioner. Business may be transacted by a majority vote. The board of health shall take no actions unless the quorum is met.

F. The clerk of the board of county commissioners shall serve as the clerk of the board of health for purposes of recording and maintaining records from board of health meetings.

G. The board of health shall keep a public record of its transactions, findings, and decisions.


H. Non-elected board members will serve without compensation but may be reimbursed for travel expenses and/or a meeting stipend approved by the Skamania County Board of County Commissioners.

I. In any interlocal agreement for public health services from another county, the Skamania County board of health shall describe how public health policies and fees shall be set for Skamania County.

J. Fees shall be established by resolution of the board of county commissioners from time to time. The board of county commissioners may choose to subsidize all, or any portion of any fee charged to Skamania County citizens for public health services provided it budgets sufficient funds to pay the subsidy. (Ord. 2009-05, 12-15-09).

K. All members of the Board of Health shall have the ability to vote on all issues pertaining to public health policy and priorities. However, any Board of Health supported issue requiring additional funding from the County will be forwarded as a recommendation to the Board of County Commissioners. All decisions related to the setting or modification of permit, licensing, and application fees may only be determined by the Board of County Commissioners.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Public Works</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>May 17, 2022</u>	
<b><u>SUBJECT</u></b>	<u>2022 Crushed Rock Contract Bid Award</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Award/Execute the 2022 Crushed Rock Contract to James Dean</u>	

**SUMMARY/BACKGROUND**

This award is to allow the ER&R Fund to purchase crushed rock for various maintenance activities in 2022

**FISCAL IMPACT**

The ER& R Fund has sufficient funds budgeted to cover this contract; The Public Works Estimate was **\$69,466.50** for ½ to No.4 Chip Rock. Awarding the contract for ½ to No.4 Chip Rock to James Dean Construction Inc will have a fiscal impact of **\$67,673.30**.

**RECOMMENDATION**

The bid is less than the Engineers estimate. The Public Works Department recommends/ that the Board of Commissioners of Skamania County, by motion action, Award and Execute the 2022 Crushed Rock Contract to James Dean Construction Inc. in the amount of **\$67,673.30**

**LIST ATTACHMENTS**

- County Face Sheet for Contracts
- Bid Acceptance Form
- Bid Tabulation Form
- 2022 Crushed Rock Contract Form/Bond Form (2)







Skamania County  
Department of Public Works  
Engineer's Office

Skamania County Courthouse Annex  
Post Office Box 1009  
Stevenson, Washington 98648  
(509) 427-3910

## Skamania County Bid Acceptance Form

**Bid Opening Date:** May 17, 2022  
**Description:** 2022 Crushed Rock Contract

<b>Bidder</b>	<b>Bid Price</b>
<b>James Dean Construction</b>	<b>\$ 67,673.30</b>

Award as highlighted this day of May 17, 2022.

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Chair of the Board

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Commissioner

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Commissioner

Res No.

2022-27

PROJECT TITLE: 2022 CRUSHED ROCK CONTRACT

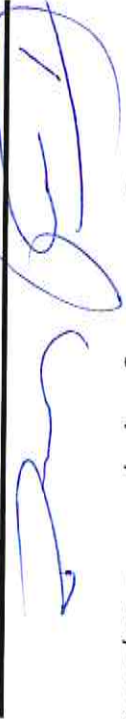
Bidder No.1

James Dean

ITEM NO.	Total Quantity	Unit	Items	Unit Price	SubTotal	Tax	Total
1	1500	TON	1/2 to No.4 Chips	\$ 41.89	\$ 62,835.00	7.70%	\$ 67,673.30

**Project Manager Recommendations**

After tabulating and reviewing the proposals I here by recommend Award to the lowest responsible bids



Project Manager

**Engineer Recommendations**

I here by recommend the contract be awarded to Bidder 1

Bidder 1: \$ 67,673.30



County Engineer



## CONTRACT FORM

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, between the SKAMANIA COUNTY BOARD OF COMMISSIONERS, under and by virtue of Section 34, Chapter 187 of the Laws of 1937 as revised, 1943, and

2022 Skamania County Crushed Rock Contract

hereinafter called the "Contractor", WITNESSETH:

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The Contractor shall do all work and furnish all tools, material, and equipment for the completion of the following project:

This contract is for crushing, delivering and stockpiling aggregate to various Skamania County stockpiles.

The Contractor shall complete the above described project in full compliance with the terms, conditions, and stipulations herein and in compliance with the attached plans and specifications.

2. The parties mutually agree that all documents hereto attached, including but not limited to the NOTICE TO CONTRACTORS; INSTRUCTIONS TO BIDDERS; BOND FORM; PROPOSAL FORM; NON-COLLUSION DECLARATION; SPECIAL PROVISIONS (If any); and the complete plans and/or specifications, together with the following numbered Addenda: \_\_\_\_\_, \_\_\_\_\_, are hereby made a part of this contract. The parties further agree that the Washington State Department of Transportation / American Public Works Association's 2021 STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION is hereby incorporated by reference.
3. Performance under this contract shall be rendered to the satisfaction of Skamania County.
4. The parties agree that TIME IS OF THE ESSENCE.
5. The parties agree that the Contractor is an independent Contractor and not a servant, agent or employee of the County; and, except as otherwise provided, the Contractor is not subject to the supervision or control of the County and the County is not responsible for the Contractor's conduct.
6. Except as expressly provided herein, no liability shall attach to the County by reason of entering \_\_\_\_\_ into this \_\_\_\_\_ contract

The CONTRACTOR shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency.

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

The CONTRACTOR specifically waives its immunity under Title 51 (Industrial Insurance Act), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims file by and/or injuries to Contractor's own employees.

7. Except as otherwise provided, any and all suits for any and every breach of this contract must be instituted and maintained in a court of competent jurisdiction in Skamania County, State of Washington. The parties agree that the laws of the State of Washington govern with respect to interpretation and performance. In the event of a breach of this agreement, the prevailing party shall be entitled to recover all costs in connection with enforcing the terms of this agreement, which include but are not limited to the recovery of reasonable attorney's fees, whether or not a lawsuit is filed.
8. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agent of either party, that are not contained in this written contract shall be valid or binding.
9. In addition to its other remedies, the County may cancel or otherwise rescind this contract if the Contractor does not perform the work in accordance with this agreement and the laws, regulations and policies of Skamania County and the State of Washington.

IN WITNESS WHEREOF, the Contractor has executed this instrument, and the SKAMANIA COUNTY BOARD OF COMMISSIONERS have caused this instrument to be executed the day and year first above written.

by: \_\_\_\_\_

by: \_\_\_\_\_  
CONTRACTOR

The foregoing contract is hereby approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR'S SURETY

by: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
SKAMANIA COUNTY, WASHINGTON

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

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

## CONTRACT FORM

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The CONTRACTOR shall indemnify and hold harmless the Contracting Agency, and its respective employees agents, licensees, and representatives, from and against any and all claims, actions, judgments, costs, penalties, liabilities, damages, losses, and expenses, including but not limited to attorneys' fees, and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees, invitee or employees) or damage to or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of the Contractor's performance of its work, unless such injury, death or damage is caused by the negligence of the Contracting Agency.

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by: \_\_\_\_\_

by: \_\_\_\_\_  
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\_\_\_\_\_  
CONTRACTOR'S SURETY

by: \_\_\_\_\_

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**ATTEST:**

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

**BOND FORM**

Know all men by these presents, that \_\_\_\_\_ of \_\_\_\_\_, as Principal, and, \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the County of Skamania, State of Washington, in the penal sum of \_\_\_\_\_ dollars ( \$ \_\_\_\_\_ ) for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that whereas, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the said \_\_\_\_\_ Principal, herein, executed a certain contract with the County of Skamania, State of Washington by the items, conditions and provisions of which contract the said \_\_\_\_\_ Principal, herein agree to furnish all material and do certain work, to-wit: That \_\_\_\_\_ will undertake and complete the construction of

according to the maps, plans, and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by \_\_\_\_\_ undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-fact, Surety

2022 Crushed Rock Contract

\_\_\_\_\_  
\_\_\_\_\_  
Address of local office and agent of Surety Company

SEAL

Approved:

\_\_\_\_\_  
Chair

Representing the BOARD OF COUNTY  
COMMISSIONERS OF SKAMANIA COUNTY,  
WASHINGTON

Date: \_\_\_\_\_, \_\_\_\_\_

ATTEST:

Surety Bond Number
Contract Number

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



**BOND FORM**

Know all men by these presents, that \_\_\_\_\_ of \_\_\_\_\_, as Principal, and, \_\_\_\_\_ as Surety, are jointly and severally held and bound unto the County of Skamania, State of Washington, in the penal sum of \_\_\_\_\_ dollars ( \$ \_\_\_\_\_ ) for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

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WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attorney-in-fact, Surety

2022 Crushed Rock Contract

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Address of local office and agent of Surety Company

**SEAL**

**Approved:**

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Chair

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

**Date:** \_\_\_\_\_, \_\_\_\_\_

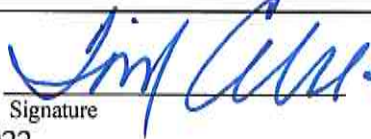
**ATTEST:**

Surety Bond Number
Contract Number

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Clerk of the Board

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Public Works Department	 Signature
<b><u>AGENDA DATE</u></b>	May 17, 2022 and June 28, 2022	
<b><u>SUBJECT</u></b>	Present Long-Term Lease to the Board of County Commissioners for preliminary approval and advertising	
<b><u>ACTION REQUESTED</u></b>	Give preliminary approval for Long-Term Lease for Lewis and Saunders in Wind River Business Park	

**SUMMARY/BACKGROUND**

Skamania County Code 2.56.070 directs that proposed long-term leases shall be presented to the Board of County Commissioners in a regular business meeting, for preliminary acceptance of the rental agreement. If the Board accepts the rental agreement, a notice of the agreement shall be posted in the paper of record and complete terms of the agreement shall be posted on the county's website for thirty days. If no competing offer is made, the preliminary agreement shall become final after the thirty-day notice period.

Eli Lewis and Jen Saunders have accepted the terms of the two-year lease for the northern most bay in the Fire Cache for an initial rental rate of \$431.60 per month and Lessee will be responsible for all utilities per the attached rental agreement.

**FISCAL IMPACT**

Lease payments monthly to the county

**RECOMMENDATION**

Give preliminary approval of the rental agreement and direct notice to be made in paper of record and terms of lease to be posted on the website. This will be brought back to the Board on June 28<sup>th</sup> for the Board to review and competing offers and determine whether to give final approval on the lease.

**LIST ATTACHMENTS**

Lease  
Contract Facesheet

# COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information: Contractor: Eli Lewis and Jen Saunders  
Contact Person: Eli Lewis  
Title:  
Address: PO Box 1342  
Address: Stevenson, WA 98648  
Phone: 503-329-1754

4. Brief description of purpose of the contract and County's contracted duties:  
On Call Surveying Services

5. Term of Contract: From: July 1, 2022 To: June 30, 2024

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)

**This is a lease agreement for Wind River Business Park property**

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 FY 2019 Year: \$  
Amount Not Budgeted in Current Year: \$  
Total Non-County Funds Committed: \$  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$

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: \_\_\_\_\_

Public Notice  
2 Year Lease Agreement

Notice is hereby given that the Board of County Commissioners is considering entering into a three-year lease agreement with Eli Lewis and Jen Saunders for a portion of a building at the Wind River Business Park. Full terms of this lease are available on the County's webpage or by contacting the Public Works Department at 509-427-3910. Per Skamania County Code 2.56, competing bids will be accepted in the Public Works Office at PO Box, 1009, 170 NW Vancouver Ave., Stevenson, WA 98348 until **Thursday, June 2rd, 2022 at 1:30 p.m.** In order for a competing bid to be considered, the Bid must be accompanied by a certified check for twice the proposed monthly lease payments.

Debbie Slack  
Clerk of the Board  
Skamania County Commissioners  
240 NW Vancouver Ave.,  
Stevenson, WA 98648

Publish: May 25, 2022

Lease Agreement, Eli Lewis/Jen Saunders  
Building #2315  
91 Forest Road 41, Wind River Business Park, Stabler WA. 98610

## **LEASE AGREEMENT**

This agreement is entered into this 1st day of July, 2022 by and between **Skamania County**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor," and **Eli Lewis and Jen Saunders of PO Box 1342, Stevenson, WA, 98648**, herein referred to as "Lessee."

### **Recitals**

1. Lessor is the owner of the real property, **91 Forest Road 41, Wind River Business Park**, in Stabler Washington, otherwise known as the Fire Cache hereinafter referred to as the "Premises."
2. Lessee desires to lease the westernmost bay of that building and use of outdoor space for parking for the purposes of operating an art studio.
3. 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 westernmost bay of Fire Cache Building in addition to the use of the outdoor space for parking for Lessee's use for the purpose of and art studio and performing such services in connection therewith as are usually and customarily connected with and incidental business operations, and for which the Premises are hereby leased, subject to the recitals, terms and conditions herein, the breach of which shall result in a reversion to the Skamania County of all right, title and interest in and to the Premises.
2. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation this lease

Lease Agreement, Eli Lewis/Jen Saunders  
Building #2315  
91 Forest Road 41, Wind River Business Park, Stabler WA. 98610

shall immediately terminate. This shall include but not be limited to being able to obtain approval from the local Building Official and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

3. 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. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific 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, or that would tend to create a nuisance, or damage the reputation of the Premises.
  - 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. Lessee states that there are materials and/or chemicals used in the manufacture of munitions that must be used, handled and stored in accordance with local, state or federal regulations and certifies compliance with all pertinent regulations in the use of these materials or chemicals.
  - f. Refrain from making any permanent or damaging 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.

- 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 Premise is a publicly-owned no smoking facility.
- i. Restrict use of the premises to those activities normally performed in connection with the purposes for which the Premises are being leased.

**SECTION TWO**  
**Terms and Conditions**

- 1. The term of this lease agreement shall begin **July 1, 2022** and be in effect for a period of two (2) years.
- 2. The initial lease payment shall be \$431.60 per month in addition to the Washington State Leasehold Excise Tax (currently 12.84%) will be due on the 1<sup>st</sup> day of each calendar month, to Lessor. Payable to Skamania County Treasurer, P.O. Box 1009 Stevenson WA 98610. The lease payment shall include and annual automatic lease rate increases set forth in paragraph 6, below, beginning January 1, 2022.
- 3. 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.
- 4. If Lessee shall have completely and timely fulfilled each and every term and condition hereof and is not in default, this lease may renew for an additional two (2)year term in the



Lease Agreement, Eli Lewis/Jen Saunders  
Building #2315  
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Lessor's discretion,. The terms and conditions of the lease for the renewal term must be approved by the Board of County Commissioner and published on the County's website for 30 days allowing other entities to bid on the rental of the property; 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.

If Lessee's option is not to renew the initial term of this Agreement, Lessee shall notify Lessor in writing, delivered to Lessor not less than ninety (90) days prior to the last day of the expiring term.

6. Rent shall be increased (or unchanged in the event of a negative change) on January 1, 2023 a percentage equal to any positive annual percentage change in the Consumer Price Index for Urban Wage Earners most recently published by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U) prior to the commencement of the fifth year of the Lease Term (as applicable), as compared to the CPI-U prior to the Lease Commencement Date or most recent anniversary thereof. In the event of a negative CPI-U change, the Base Rent shall adjust only when the CPI-U increases above the year just prior to the first year in which there was a CPI-U decrease, and then only to the extent of that change. In no event will the Base Rent decrease. 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.

### **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 five (5) days of the due date, Lessee shall, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five percent (5%) 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, shall bear interest at the rate of one percent (1%) per month.

#### **SECTION FOUR** **Security Deposit**

Through a short term lease, lessee has deposited with Lessor a cash deposit in the amount of eight hundred dollars (**\$760 + leaseholders tax = 97.58 for a total of 857.58 which will include the first and last month's rent**), 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 here-in, (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.

Lease Agreement, Eli Lewis/Jen Saunders  
Building #2315  
91 Forest Road 41, Wind River Business Park, Stabler WA. 98610

**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**

Lessee shall bear responsibility for utility services . Lessee warrants to hold Lessor harmless for the costs of all such utility services and to maintain at all times sufficient heat, and ventilation to preserve the premises against damage from the elements. Applications and connections for utility services above shall be made in the name of the Lessee only, and Lessee shall be

Lease Agreement, Eli Lewis/Jen Saunders  
Building #2315  
91 Forest Road 41, Wind River Business Park, Stabler WA. 98610

shall be solely liable for such utility charges as they become due.

Lessee is authorized to place a portable restroom on site at Lessee's expense.

**SECTION EIGHT**  
**Maintenance and Repairs**

1. Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and condition, the Premises, and any and all improvements, additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation and major structural components of the Premises, unless the use, conduct or activities of Lessee caused the problem that necessitated the repair or replacement work. Lessee maintenance and repair responsibilities shall extend to the landscaped areas, the parking areas and the shipping and receiving areas adjacent to the Premises where Lessee shall also keep such areas in a clean and orderly manner. Specifically, Lessee shall keep the Premises free of debris. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may do so and assess the cost of repair to Lessee.
2. 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.
3. Lessee shall be fully responsible for all janitorial services and any such related costs for the Premises, and

shall 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 and shall name Lessor as an additional insured and loss payee on any such policies. The full actual cost of such insurance shall be paid by the Lessee. Payments may be made monthly or annually, at the Lessee's option. All such costs are due upon receipt of an invoice.
2. Any and all personal property, vehicles, equipment or fixtures of the Lessee and others shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property, and insurance for such property.
3. 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 or 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 subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

- b. Lessee shall maintain general liability insurance covering bodily injury liability and wrongful death, personal injury liability, and property damage liability for all operations and activities on the Premises. Such insurance shall be in the amount of at least \$2,000,000 combined single limit of liability, or such greater sums as Lessor may reasonably require. The Lessor and the Port of Skamania County shall be named as additional insureds. Lessee shall provide proof of insurance by a certificate of insurance evidencing above coverage and the Lessor added as an additional insured prior to taking possession of the Premises and shall maintain that insurance coverage all times under this lease and any extension thereof.
  - c. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof, including all environmental obligations set forth herein.
- 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.
  - 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 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 and in that event Lessee shall receive no compensation for early lease termination or relocation costs.

6. Lessor and Lessee 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



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by any governmental authority.

**SECTION ELEVEN**  
**Indemnity**

Lessee shall indemnify Lessor and the Port of Skamania County, their employees, officials, agents, representatives and elected officials, against all expenses, liabilities, actions 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 injury or damage to persons or property happening on or about the Premises or caused, directly or indirectly, from Lessee's operations; (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, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.
3. If Lessee shall fail to pay rent or any other sum due

hereunder when the same shall become due.

4. If Lessee shall fail to perform or comply with any of the conditions of this Lease 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.
5. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
6. 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 may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and 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. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.
5. 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.

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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**

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, or any renewal term Lessor shall provide Lessee with advance notice of all such access needs, scheduling access in advance and during normal business hours, except in the event of an emergency.

**SECTION FIFTEEN**  
**Lessee's Improvements**

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee shall provide Lessor with engineering sketches and drawings for all improvements to review for approval consideration upon request by Lessor. Lessee is responsible for all permits, approvals, laws and regulations related to any such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises or its structure, systems and services. Lessee acknowledges the Premises is designed in its architectural design and aesthetics to represent and support the Lessor and its business development vision and mission. Any improvements or modifications require authorization and shall not degrade this design and intent.
2. Except as described above, at the Lessor's option, upon

termination of this lease, Lessee shall remove all such improvements and modifications, and restore the Premises to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration. However, the determination of removal of such improvements and modifications shall be made at the time of Lessor's written consent, prior to Lessee's construction of the improvements and modifications to the Premises.

3. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies and fixtures that are and shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture, equipment, supplies and fixtures; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.
4. The Lessee may, with the Lessor's prior written consent, post and install any signs on or in the Premises providing such signs do not conflict or violate any other clause of this Agreement, and meet any and all ordinances, laws, regulations, etc., that may apply.

**SECTION SIXTEEN**  
**Presence and Use of Hazardous Substances**

1. Lessor represents to the knowledge of the Lessor there has been no previous contamination on, or remediation of, the Premises or the property of which the Premises are a part.
2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are

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subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:

- a. Comply promptly, timely and completely with all governmental requirements for permitting, reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;
- b. Submit to the Lessor and correct copies of all permits, reports, manifests and identification numbers at the same time, as they are required to be and/or submitted to the appropriate governmental authorities;
- c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;
- d. Allow Lessor or its agents or representatives to come on the Premises at all reasonable times to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;
- e. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;
- f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances and
- g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.

4. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises (including any third-party inspectors or experts) and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
5. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.
6. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee or any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

**SECTION SEVENTEEN**  
**Cleanup Costs, Default and Indemnification**

1. Lessee shall be fully and completely liable to Lessor for

- any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, caused by the Lessee including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.
  3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.

**SECTION EIGHTEEN**  
**Compliance with All Laws**

Lessee agrees to comply with all applicable federal, state and



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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 required "Certificate of Occupancy" shall be paid by Lessee.

**SECTION NINETEEN**  
**Easements, Agreements or Encumbrances**

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the Premises which Lessor has disclosed to Lessee in writing or so otherwise reasonably evident to Lessee, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

**SECTION TWENTY**  
**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 of this lease imposed on Lessee.

**SECTION TWENTY-ONE**  
**Liability of Lessor**

Lessee shall be in exclusive control and possession of the Premises, and 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 TWENTY-TWO**  
**Consents, Waivers**

Whenever either party's consent or approval is required under this

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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-THREE**  
**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.
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.

<b>LESSOR:</b>	<b>LESSEE:</b>
SKAMANIA COUNTY	Eli Lewis and Jen Saunders
509-427-3900	P. O. Box 1342
PO Box 1099	Stevenson, WA 98648
Stevenson, WA 98648	503-329-1754

**SECTION TWENTY-FOUR**  
**Assignment, Mortgage or Sublease**

1. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet the Premises, in whole or in part, or permit the Premises to be used or occupied by others, without Lessor's prior written

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approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from its obligation to perform pursuant to this Lease, unless the Lessor shall, in its sole discretion, consent in writing to the release of Lessee and substitution of the Sublessee.

**SECTION TWENTY-FIVE**  
**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-SIX**  
**Applicable Law**

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

**SECTION TWENTY-SEVEN**  
**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 prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

**SECTION TWENTY-EIGHT**  
**Time of the Essence**

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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.

**LESSEE:** Eli Lewis and Jen Saunders

By \_\_\_\_\_  
Eli Lewis, Lessee

By \_\_\_\_\_  
Jen Saunders, Lessee

**LESSOR:** SKAMANIA COUNTY, a Political Subdivision of the State of Washington

**APPROVED** this \_\_\_ day of \_\_\_\_\_ 2022.

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

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Prosecuting Attorney

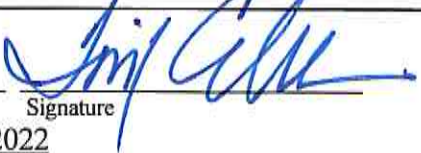
For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

# Lewis - Saunders Lease Exhibit





**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Public Works Department	 Signature
<b><u>AGENDA DATE</u></b>	May 17, 2022 and June 28, 2022	
<b><u>SUBJECT</u></b>	Present Long-Term Lease to the Board of County Commissioners for preliminary approval and advertising	
<b><u>ACTION REQUESTED</u></b>	Give preliminary approval for Three-year Lease for Robert Hale in Wind River Business Park	

**SUMMARY/BACKGROUND**

Skamania County Code 2.56.070 directs that proposed long-term leases shall be presented to the Board of County Commissioners in a regular business meeting, for preliminary acceptance of the rental agreement. If the Board accepts the rental agreement, a notice of the agreement shall be posted in the paper of record and complete terms of the agreement shall be posted on the county's website for thirty days. If no counter offer is made, the preliminary agreement shall become final after the thirty day notice period.

Robert Hale has accepted the terms of the three-year lease for the southernmost two bays in the Fire Cache for an initial lease payment of \$971.10 per month. Lessee will be responsible for all utilities per the attached rental agreement.

**FISCAL IMPACT**

Lease payments to the county

**RECOMMENDATION**

Give preliminary approval of the rental agreement and direct notice to be made in paper of record and terms of lease to be posted on the website. This will be brought back to the Board on June 28<sup>th</sup> 2022 for the Board to review and competing offers and determine whether to give final approval on the lease.

**LIST ATTACHMENTS**

Lease  
Contract Facesheet



Public Notice  
3 Year Lease Agreement

Notice is hereby given that the Board of County Commissioners is considering entering into a three-year lease agreement with Robsin Incorporated for a portion of a building at the Wind River Business Park. Full terms of this lease are available on the County's webpage or by contacting the Public Works Department at 509-427-3910. Per Skamania County Code 2.56, competing bids will be accepted in the Public Works Office at PO Box, 1009, 170 NW Vancouver Ave., Stevenson, WA 98348 until **Thursday, June 23<sup>rd</sup>, 2022 at 1:30 p.m.** In order for a competing bid to be considered, the Bid must be accompanied by a certified check for twice the proposed monthly lease payments.

Debbie Slack  
Clerk of the Board  
Skamania County Commissioners  
240 NW Vancouver Ave.,  
Stevenson, WA 98648

Publish: May 25, 2022



Lease Agreement, Robert Hale, Robsin Incorporated  
Building #2315  
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## **LEASE AGREEMENT**

This agreement is entered into this 1st day of July, 2022 by and between **Skamania County**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor," and **Robert Hale, Washougal, WA, 98671**, herein referred to as "Lessee."

### **Recitals**

1. Lessor is the owner of the real property, **91 Forest Road 41, Wind River Business Park**, in Stabler Washington, otherwise known as the Fire Cache hereinafter referred to as the "Premises."
2. Lessee desires to lease the south two bays of that building and use of outdoor space for use to construct and assemble Tiny Homes, which will include storing material on the asphalt parking area adjacent to the building.
3. 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 southernmost two bays of Fire Cache Building inhgkbhh addition to the use of the outdoor space for parking for Lessee's use for the purpose of constructing modular Tiny Homes and performing such services in connection therewith as are usually and customarily connected with and incidental operations, and for which the Premises are hereby leased, subject to the recitals, terms and conditions herein, the breach of which shall result in a reversion to the Skamania County of all right, title and interest in and to the Premises.
2. If the Lessee's use of the Premises is at any time

prohibited by law or governmental regulation this lease shall immediately terminate. This shall include but not be limited to being able to obtain approval from the local Building Official and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

3. 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. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific 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, or that would tend to create a nuisance, or damage the reputation of the Premises.
  - 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. Lessee states that there are materials and/or chemicals used in the manufacture of munitions that must be used, handled and stored in accordance with local, state or federal regulations and certifies compliance with all pertinent regulations in the use of these materials or chemicals.

- f. Refrain from making any permanent or damaging 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.
- 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 Premise is a publicly-owned no smoking facility.
- i. Restrict use of the premises to those activities normally performed in connection with the purposes for which the Premises are being leased.

**SECTION TWO**  
**Terms and Conditions**

1. The term of this lease agreement shall begin **July 1, 2022** and be in effect for a period of three years.
2. The initial lease payment shall be \$971.10 per month in addition to the Washington State Leasehold Excise Tax (currently 12.84%) will be due on the 1<sup>st</sup> day of each calendar month, to Lessor. Payable to Skamania County Treasurer, P.O. Box 1009 Stevenson WA 98610. The lease payment shall include and annual automatic lease rate increases set forth in paragraph 6, below, beginning January 1, 2022.
3. 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.
4. If Lessee shall have completely and timely fulfilled each and every term and condition hereof and is not in

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default, this lease may renew for an additional three (3) year term in the Lessor's discretion,. The terms and conditions of the lease for the renewal term must be approved by the Board of County Commissioner and published on the County's website for 30 days allowing other entities to bid on the rental of the property; 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.

If Lessee's option is not to renew the initial term of this Agreement, Lessee shall notify Lessor in writing, delivered to Lessor not less than ninety (90) days prior to the last day of the expiring term.

6. Rent shall be increased (or unchanged in the event of a negative change) on January 1, 2023, and each year thereafter a percentage equal to any positive annual percentage change in the Consumer Price Index for Urban Wage Earners most recently published by the Bureau of Labor Statistics of the United States Department of Labor (CPI-U) prior to the commencement of the fifth year of the Lease Term (as applicable), as compared to the CPI-U prior to the Lease Commencement Date or most recent anniversary thereof. In the event of a negative CPI-U change, the Base Rent shall adjust only when the CPI-U increases above the year just prior to the first year in which there was a CPI-U decrease, and then only to the extent of that change. In no event will the Base Rent decrease. 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.

### **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 five (5) days of the due date, Lessee shall, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five

percent (5%) 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, shall bear interest at the rate of one percent (1%) per month.

#### **SECTION FOUR** **Security Deposit**

Through two short term leases, lessee has deposited with Lessor a cash deposit in the amount of eight hundred dollars **\$1800**, 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 here-in, (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.

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**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**

Lessee shall bear responsibility for utility services. Lessee warrants to hold Lessor harmless for the costs of all such utility services and to maintain at all times sufficient heat, and ventilation to preserve the premises against damage from the elements. Applications and connections for utility services above shall be made in the name of the Lessee only, and Lessee shall be

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shall be solely liable for such utility charges as they become due.

Lessee is authorized to place a portable restroom on site at Lessee's expense.

**SECTION EIGHT**  
**Maintenance and Repairs**

1. Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and condition, the Premises, and any and all improvements, additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation and major structural components of the Premises, unless the use, conduct or activities of Lessee caused the problem that necessitated the repair or replacement work. Lessee maintenance and repair responsibilities shall extend to the landscaped areas, the parking areas and the shipping and receiving areas adjacent to the Premises where Lessee shall also keep such areas in a clean and orderly manner. Specifically, Lessee shall keep the Premises free of debris. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may do so and assess the cost of repair to Lessee.
2. 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.
3. Lessee shall be fully responsible for all janitorial services and any such related costs for the Premises, and shall maintain the premises in a clean condition.

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**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 and shall name Lessor as an additional insured and loss payee on any such policies. The full actual cost of such insurance shall be paid by the Lessee. Payments may be made monthly or annually, at the Lessee's option. All such costs are due upon receipt of an invoice.
2. Any and all personal property, vehicles, equipment or fixtures of the Lessee and others shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property, and insurance for such property.
3. 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 or 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 subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

- b. Lessee shall maintain general liability insurance covering bodily injury liability and wrongful death, personal injury liability, and property damage liability for all operations and activities on the Premises. Such insurance shall be in the amount of at least \$2,000,000 combined single limit of liability, or such greater sums as Lessor may reasonably require. The Lessor and the Port of Skamania County shall be named as additional insureds. Lessee shall provide proof of insurance by a certificate of insurance evidencing above coverage and the Lessor added as an additional insured prior to taking possession of the Premises and shall maintain that insurance coverage all times under this lease and any extension thereof.
- c. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof, including all environmental obligations set forth herein.
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.
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 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 and in that event Lessee shall receive no compensation for early lease termination or relocation costs.

6. Lessor and Lessee 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 and the Port of Skamania County, their employees, officials, agents, representatives and elected officials, against all expenses, liabilities, actions 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 injury or damage to persons or property happening on or about the Premises or caused, directly or indirectly, from Lessee's operations; (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, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.

3. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due.
4. If Lessee shall fail to perform or comply with any of the conditions of this Lease 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.
5. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
6. 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 may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and 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. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.
5. 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.

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**

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, or any renewal term Lessor shall provide Lessee with advance notice of all such access needs, scheduling access in advance and during normal business hours, except in the event of an emergency.

**SECTION FIFTEEN**  
**Lessee's Improvements**

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense, with the following exception. For the first year of the lease, Lessor, may at Lessor's sole discretion, and only with prior written permission, allow Lessee to subtract up to one-half month's rent for materials needed to upgrade premises for a maximum of 25% of a year's total rent. All labor associated with any improvements will be at the sole expense of the Lessee and Lessee shall be responsible for any permits necessary for such improvements. This shall allowed in each month of the first year, but shall be calculated on a per month basis, and at no time shall Lessor allow more than one-half month's rent credit in any one month. Any improvements where credit is approved shall become the property of the Lessor. Lessee shall provide Lessor with engineering sketches and drawings for all improvements to review for approval consideration upon

request by Lessor. Lessee is responsible for all permits, approvals, laws and regulations related to any such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises or its structure, systems and services. Lessee acknowledges the Premises is designed in its architectural design and aesthetics to represent and support the Lessor and its business development vision and mission. Any improvements or modifications require authorization and shall not degrade this design and intent.

2. Except as described above, at the Lessor's option, upon termination of this lease, Lessee shall remove all such improvements and modifications, and restore the Premises to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration. However, the determination of removal of such improvements and modifications shall be made at the time of Lessor's written consent, prior to Lessee's construction of the improvements and modifications to the Premises.
3. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies and fixtures that are and shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture, equipment, supplies and fixtures; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.
4. The Lessee may, with the Lessor's prior written consent, post and install any signs on or in the Premises providing such signs do not conflict or violate any other clause of this Agreement, and meet any and all ordinances, laws, regulations, etc., that may apply.

**SECTION SIXTEEN**  
**Presence and Use of Hazardous Substances**

1. Lessor represents to the knowledge of the Lessor there has been no previous contamination on, or remediation of, the Premises or the property of which the Premises are a part.
2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:
  - a. Comply promptly, timely and completely with all governmental requirements for permitting, reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;
  - b. Submit to the Lessor and correct copies of all permits, reports, manifests and identification numbers at the same time, as they are required to be and/or submitted to the appropriate governmental authorities;
  - c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;
  - d. Allow Lessor or its agents or representatives to come on the Premises at all reasonable times to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;
  - e. Comply with minimum levels, standards or other



performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;

- f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances and
  - g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.
4. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises (including any third-party inspectors or experts) and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
  5. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.
  6. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee of any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics

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Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

#### SECTION SEVENTEEN

#### Cleanup Costs, Default and Indemnification

1. Lessee shall be fully and completely liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, caused by the Lessee including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.
3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring

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costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.

**SECTION EIGHTEEN**  
**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 required "Certificate of Occupancy" shall be paid by Lessee.

**SECTION NINETEEN**  
**Easements, Agreements or Encumbrances**

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the Premises which Lessor has disclosed to Lessee in writing or so otherwise reasonably evident to Lessee, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

**SECTION TWENTY**  
**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 of this lease imposed on Lessee.

**SECTION TWENTY-ONE**  
**Liability of Lessor**

Lessee shall be in exclusive control and possession of the

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Premises, and 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 TWENTY-TWO**  
**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-THREE**  
**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.
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  
509-427-3900  
PO Box 1099  
Stevenson, WA 98648

**LESSEE:**

Robert Hale, Robsin Incorporated  
129 Pendleton Way, #582  
Washougal, WA 98671  
971-206-1400

**SECTION TWENTY-FOUR**  
**Assignment, Mortgage or Sublease**

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1. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet the Premises, in whole or in part, or permit the Premises to be used or occupied by others, without Lessor's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from its obligation to perform pursuant to this Lease, unless the Lessor shall, in its sole discretion, consent in writing to the release of Lessee and substitution of the Sublessee.

**SECTION TWENTY-FIVE**  
**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-SIX**  
**Applicable Law**

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

**SECTION TWENTY-SEVEN**  
**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 prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

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**SECTION TWENTY-EIGHT**  
**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.

**LESSEE:** Robert Hale

By \_\_\_\_\_  
Robert Hale, Lessee

**LESSOR:** SKAMANIA COUNTY, a Political Subdivision of the State of Washington

**APPROVED** this \_\_\_ day of \_\_\_\_\_ 2022.

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

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Commissioner

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

\_\_\_\_\_  
Commissioner

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Prosecuting Attorney

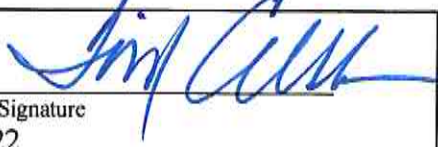
For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

# Robert Hale Lease Exhibit





COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works Department	
<b><u>AGENDA DATE</u></b>	May 17, 2022 and June 28, 2022	
<b><u>SUBJECT</u></b>	Present Long-Term Lease to the Board of County Commissioners for preliminary approval and advertising	
<b><u>ACTION REQUESTED</u></b>	Give preliminary approval for Long-Term Lease for Wind River Trust in Wind River Business Park	

**SUMMARY/BACKGROUND**

Skamania County Code 2.56.070 directs that proposed long-term leases shall be presented to the Board of County Commissioners in a regular business meeting, for preliminary acceptance of the rental agreement. If the Board accepts the rental agreement, a notice of the agreement shall be posted in the paper of record and complete terms of the agreement shall be posted on the county's website for thirty days. If no competing offer is made, the preliminary agreement shall become final after the thirty-day notice period.

Wind River Trust has accepted the terms of the ten-year lease for buildings 1045, 2025 and a portion of Martha Creek Field. Wind River Trust will rebuild and restore the buildings and grow native plants in the portion of Martha Creek Field. Lessee will be responsible for all utilities per the attached rental agreement.

**FISCAL IMPACT**

Lease payments monthly to the county which may be offset by improvements to the property. All improvements will become the property of the county.

**RECOMMENDATION**

Give preliminary approval of the rental agreement and direct notice to be made in paper of record and terms of lease to be posted on the website. This will be brought back to the Board on June 28<sup>th</sup> 2022 for the Board to review and competing offers and determine whether to give final approval on the lease.

**LIST ATTACHMENTS**

Lease  
Contract Facesheet





Public Notice  
10 Year Lease Agreement

Notice is hereby given that the Board of County Commissioners is considering entering into a ten-year lease agreement with the Wind River Trust for properties at the Wind River Business Park. Full terms of this lease are available on the County's webpage or by contacting the Public Works Department at 509-427-3910. Per Skamania County Code 2.56, competing bids will be accepted in the Public Works Office at PO Box, 1009, 170 NW Vancouver Ave., Stevenson, WA 98348 until **Thursday, June 23rd, 2022 at 1:30 p.m.** In order for a competing bid to be considered, the Bid must be accompanied by a certified check for twice the proposed monthly lease payments.

Debbie Slack  
Clerk of the Board  
Skamania County Commissioners  
240 NW Vancouver Ave.,  
Stevenson, WA 98648

Publish: May 25, 2022

Lease Agreement, Wind River Trust  
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Wind River Business Park, Stabler WA. 98610

## **LEASE AGREEMENT**

This agreement is entered into this 1st day of June, 2022 by and between **Skamania County**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor," and **Wind River Trust, P.O. Box 764, Carson, WA 98610**, herein referred to as "Lessee."

### **Recitals**

1. Lessor has the authority to lease the real property, of buidings 1045, 2025 and a portion of Martha Creek Field **within Wind River Business Park**, in Stabler Washington, hereinafter referred to separately by name, and together as the "Premises."
2. Lessee desires to lease Buildings 1045 (the former District Ranger's Residence), 2025 (the former Nursery Office) and approximately 2.7 acres in Marth Creek Field shown on Exhibit A.
3. 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. Wind River Trust is a non-profit organization established to collaborate with both the County and the USFS to help restore and maintain the Historic Wind River Nursery and associated buildings and maintain this historic site as a destination for people coming to enjoy the surrounding Gifford Pinchot National Forest.
2. In accordance with the purpose stated above, Lessor leases to Lessee Building 1045 to be renovated for future short-term subleasing by Wind River Trust (WRT); building 2025 to be renovated and used as an office and apartment and approximately 2.7 acres of Martha Creek Field to be used

to grow native plants. Access to field will be approved by county and will maintain fence surrounding the 2.7 acres. Premises are hereby leased, subject to the recitals, terms and conditions herein, the breach of which shall result in a reversion to Skamania County of all right, title and interest in and to the Premises.

3. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation this lease shall immediately terminate. This shall include but not be limited to being able to obtain approval from the local Building Official and the Bureau of Alcohol, Tobacco, Firearms and Explosives.
4. 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. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific 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, or that would tend to create a nuisance, or damage the reputation of the Premises.
  - 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.

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- e. Lessee states that there are materials and/or chemicals used in the renovation of the buildings that must be used, handled and stored in accordance with local, state or federal regulations and certifies compliance with all pertinent regulations in the use of these materials or chemicals.
- f. Refrain from making any permanent or damaging 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.
- g. Not embark on any improvements, renovations or alterations the the premices without a plan presented to the Wind River Advisory Committee and approved by the Board of County Commissioners.
- h. Maintain liability insurance for all paid and volunteer workers, naming the county as additionally insured in the amount of \$1,000,000 per incident and \$2,000,000 in aggregate.
- i. Track all volunteer hours and report those hours worked to the Skamania County Public Works department, quarterly when requested.
- j. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.
- k. Refrain from smoking in the Premises as the Premise is a publicly-owned no smoking facility.
- l. Restrict use of the premises to those activities normally performed in connection with the purposes for which the Premises are being leased.

**SECTION TWO**  
**Terms and Conditions**

Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
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1. The term of this lease agreement shall begin **July 1, 2022** and be in effect for a period of ten (10) years.
2. The initial lease payment shall be Four Hundred (\$400) per month in addition to the Washington State Leasehold Excise Tax (currently 12.84%) will be due on the 1<sup>st</sup> day of each calendar month, to Lessor. Payable to Skamania County Treasurer, P.O. Box 1009 Stevenson WA 98610. The lease may be offset in whole or in part by improvements to the premises made by the lessee in accordance with the provisions above. Lessee shall provide receipts, timesheets and any other reasonable documentation of expenses paid to improve the premises due on the 1<sup>st</sup> day of each calendar month.
3. Lessee shall present a work plan for the following year at the January meeting of the Wind River Advisory Committee.
4. Lessee shall give an on-site tour of all improvements of the previous year to the Wind River Advisory Committee at the September meeting of the Committee.
5. If during the course of any annual period of this lease, it is determined by the Wind River Advisory Committee that insufficient progress is being made in the restoration and or renovation of the properties, the Advisory Committee shall recommend the termination of the Lease by the Board of County Commissioners.
6. It is understood that it is the intent of this agreement for the Lessee to renovate and restore building 1045 and upon its completed restoration, Lessee shall sublet the building. Prior to Lessee subletting building; Lessor and Lessee will negotiate a revenue sharing plan. The revenue sharing plan shall be finalized and in place prior to subletting of the property.
7. It is understood that it is the intent of this agreement for the Lessee to renovate and restore building 2025 and upon its completed restoration, Lessee shall use the building as an office and possible caretaker's residence. Unless this building is sub-leased, it will not be subject

to a revenue sharing plan.

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.
4. Per RCW 36.34.180, no renewal of a lease once executed and delivered shall be had, except by re-leasing and re-letting of the property according to the terms and conditions of the Revised Code of Washington.
6. Any negotiated cost sharing plan shall be reviewed by the Lessor and Lessee annually to ensure both parties' intents are being met. Such review shall include all costs incurred by the lessee in the renovation or subletting of the premises, all revenues received by the Lessee from the premises, and any other information pertinent to ensure transparency and accountability.

### **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 five (5) days of the due date, Lessee shall, in order to cure Lessee's default hereunder, pay to Lessor liquidated damages equal to five percent (5%) 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, shall bear interest at the rate of one percent (1%) per month.



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**SECTION FOUR**  
**Security Deposit**

Lessee will deposit with Lessor a cash deposit in the amount of eight hundred dollars **\$800**, 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 here-in, (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



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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**

Lessee shall bear responsibility for utility services . Lessee warrants to hold Lessor harmless for the costs of all such utility services and to maintain at all times sufficient heat, and ventilation to preserve the premises against damage from the elements. Applications and connections for utility services above shall be made in the name of the Lessee only, and Lessee shall be solely liable for such utility charges as they become due.

## **SECTION EIGHT**

### **Maintenance and Repairs**

1. Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and condition, the Premises, and any and all improvements, additions and

alterations thereto, located on the Premises. work. Lessee maintenance and repair responsibilities shall extend to the landscaped areas, the parking areas adjacent to the Premises shown on Exhibit A, where Lessee shall also keep such areas in a clean and orderly manner. Specifically, Lessee shall keep the Premises free of debris. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may do so and assess the cost of repair to Lessee.

2. 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.
3. Lessee shall be fully responsible for all janitorial services and any such related costs for the Premises, and shall maintain the premises in a clean condition.

#### **SECTION NINE**

##### **Insurance/Casualty to Premises**

1. Lessee 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 and shall name Lessor as an additional insured and loss payee on any such policies. The full actual cost of such insurance shall be paid by the Lessee.
2. Any and all personal property, vehicles, equipment or

fixtures of the Lessee and others shall be on the Premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property, and insurance for such property.

3. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's activities 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 activity 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 or 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, volunteers, customers, invitees, contractors or subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.
  - b. Lessee shall maintain general liability insurance covering bodily injury liability and wrongful death, personal injury liability, and property damage liability for all operations and activities on the Premises. Such insurance shall be in the amount of at least \$1,000,000 per incident and \$2,000,000 combined single limit of liability, or such greater sums as Lessor may reasonably require. The Lessor and the Port of Skamania County shall be named as additional insureds. Lessee shall provide proof of insurance by a certificate of insurance evidencing above coverage and the Lessor added as an additional insured prior to taking possession of the Premises and shall maintain that insurance coverage all times under this lease and any extension thereof.

- c. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof, including all environmental obligations set forth herein.
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.
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 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 and in that event Lessee shall receive no compensation for early lease termination or relocation costs.
6. Lessor and Lessee 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

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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 and the Port of Skamania County, their employees, officials, agents, representatives and elected officials, against all expenses, liabilities, actions 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 injury or damage to persons or property happening on or about the Premises or caused, directly or indirectly, from Lessee's operations; (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, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.
3. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due.
4. If Lessee shall fail to perform or comply with any of the conditions of this Lease 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.
5. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.
6. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve to any other

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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 may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and 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. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.
5. 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.
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**

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, or any renewal term Lessor shall provide Lessee with advance notice of all such access needs, scheduling access in advance and during normal business hours, except in the event of an emergency.



**SECTION FIFTEEN**  
**Lessee's Improvements**

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee shall provide Lessor with plans and drawings for all improvements to review for approval consideration upon request by Lessor. Lessee is responsible for all permits, approvals, laws and regulations related to any such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises or its structure, systems and services. Lessee acknowledges the Premises is designed in its architectural design and aesthetics to represent and support the Lessor and its business development vision and mission. Any improvements or modifications require authorization and shall not degrade this design and intent.
2. Upon termination of this lease, all improvements and modifications shall become the property of the Lessor.
3. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies and fixtures that are and shall remain the property of Lessor.
4. The Lessee may, with the Lessor's prior written consent, post and install any signs on or in the Premises providing such signs do not conflict or violate any other clause of this Agreement, and meet any and all ordinances, laws, regulations, etc., that may apply.

**SECTION SIXTEEN**  
**Presence and Use of Hazardous Substances**

1. Lessor represents to the knowledge of the Lessor there has been no previous contamination on, or remediation of, the Premises or the property of which the Premises are a part.

2. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or that are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:
  - a. Comply promptly, timely and completely with all governmental requirements for permitting, reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;
  - b. Submit to the Lessor and correct copies of all permits, reports, manifests and identification numbers at the same time, as they are required to be and/or submitted to the appropriate governmental authorities;
  - c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;
  - d. Allow Lessor or its agents or representatives to come on the Premises at all reasonable times to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of Hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;
  - e. Comply with minimum levels, standards or other performance standards or requirements that may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances) present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities;

- f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances and
  - g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.
4. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises (including any third-party inspectors or experts) and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.
  5. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.
  6. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee or any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

**SECTION SEVENTEEN**  
**Cleanup Costs, Default and Indemnification**

1. Lessee shall be fully and completely liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.
2. Lessee shall defend and hold Lessor harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, caused by the Lessee including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.
3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. Lessee specifically agrees that any bond or other security provided shall extend to the indemnity agreed to in this subparagraph.

Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
Wind River Business Park, Stabler WA. 98610

**SECTION EIGHTEEN**  
**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 required "Certificate of Occupancy" shall be paid by Lessee.

**SECTION NINETEEN**  
**Easements, Agreements or Encumbrances**

The parties shall be bound by all existing easements, agreements and encumbrances (if any) of record relating to the Premises which lessor has disclosed to Lessee in writing or so otherwise reasonably evident to Lessee, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

**SECTION TWENTY**  
**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 of this lease imposed on Lessee.

**SECTION TWENTY-ONE**  
**Liability of Lessor**

Lessee shall be in exclusive control and possession of the Premises, and 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 TWENTY-TWO**  
**Consents, Waivers**

Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
Wind River Business Park, Stabler WA. 98610

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-THREE**

#### **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.
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  
509-427-3900  
PO Box 1099  
Stevenson, WA 98648

**LESSEE:**

Phil Dodd, President  
Wind River Trust Board of Directors  
P.O. Box 764  
Carson, WA 98610

### **SECTION TWENTY-FOUR**

#### **Assignment, Mortgage or Sublease**

1. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet the Premises, in whole or in part, or permit the Premises to be used or

Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
Wind River Business Park, Stabler WA. 98610

occupied by others, without Lessor's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from its obligation to perform pursuant to this Lease, unless the Lessor shall, in its sole discretion, consent in writing to the release of Lessee and substitution of the Sublessee.

**SECTION TWENTY-FIVE**  
**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-SIX**  
**Applicable Law**

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

**SECTION TWENTY-SEVEN**  
**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 prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

**SECTION TWENTY-EIGHT**  
**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

Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
Wind River Business Park, Stabler WA. 98610

of the day and year first above written.

**LESSEE:** Wind River Trust (WRT)

By \_\_\_\_\_  
Phil Dodd, WRT Board President

**LESSOR:** SKAMANIA COUNTY, a Political Subdivision of the State of  
Washington

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2022.

**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 \_\_\_\_\_

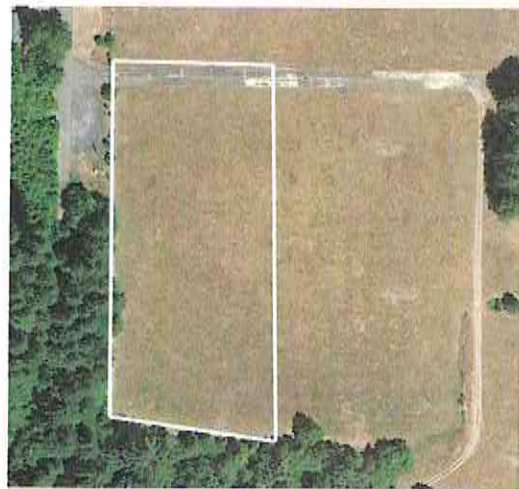


Lease Agreement, Wind River Trust  
Buildings #1045, 2025 and a portion of Martha Creek Field  
Wind River Business Park, Stabler WA. 98610

**EXHIBIT A: LOCATION OF LEASED PREMISES**



Lease area delineated by white line surrounding Buildings #1045 and #2025.



2.7 acre lease in Martha Creek field delineated by white line in overview on left and closeup on right.

**ORDINANCE 2022-03**

**(AN ORDINANCE AMENDING SKAMANIA COUNTY CODE TITLE 10 – TRAFFIC,  
CHAPTER 10.08.070 – PARKING RESTRICTIONS WIND RIVER ROAD)**

**WHEREAS**, Skamania County Code Title 10, Chapter 10.5 adopts the Washington Model Traffic Ordinance, Chapter 308-330 WAC; and

**WHEREAS**, Parking vehicles taller than an automobile in front of the Carson Post Office restrict sight distance from Cloverdale Road; and

**WHEREAS**, the Skamania County Engineer has determined that it is in the public's best interest to limit parking in front of the Carson Post Office along the east side of Wind River Road from MP 1.19 to MP 1.23; and

**WHEREAS**, the Skamania County Board of Commissioners finds that it is in the public interest to restrict the height of vehicles allowed to park in front of the Carson Post Office; and,

**WHEREAS**, the Board of County Commissioners held a public hearing on May 10, 2022, at 5:30pm to gather testimony and to consider adoption.

**NOW THEREFORE BE IT ORDAINED**, by the Skamania County Board of Commissioners that paragraph E is added to Skamania County Code Chapter 10.08.070 Wind River Road, as follows:

**10.08.070 – Wind River Road**

E. Parking on the east side of Wind River Road in front of the Carson Post Office from MP 1.19 – 1.23 shall be limited to automobiles, motorcycles, and light trucks only.

ACKNOWLEDGED IN REGULAR SESSION this 19<sup>th</sup> day of April 2022 and set for public hearing on the 10<sup>th</sup> day of May 2022 at 5:30 pm.

17<sup>th</sup>  
AL

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

*Thomas R. Lounsbury*

Chair

*Commissioner*

*Paul Faulstich*

Commissioner

*-Chair*

*Christy Handberg*

Commissioner



**ATTEST:**

*Debbie Stewart*

Clerk of the Board

**APPROVED AS TO FORM:**

*Adam Kick*

Adam Kick, Prosecuting Attorney

AYE 3  
NAY 0  
ABSTAIN 0  
ABSENT 0

**ORDINANCE NO. 2022-03 IS HEREBY PASSED INTO LAW THIS 17<sup>th</sup> DAY OF MAY 2022.**

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

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

AYE \_\_\_\_\_  
NAY \_\_\_\_\_  
ABSTAIN \_\_\_\_\_  
ABSENT \_\_\_\_\_

**NOTICE OF PUBLIC HEARING**  
**Before the**  
**Board of Skamania County Commissioners**

**PURPOSE:** The Skamania County Board of Commissioners hereby give notice that a public hearing will be held to consider Ordinance 2022-03, Amending Skamania County Code 10.08.070(Parking Restrictions Wind River Road).

Parking will be restricted in front of the Carson Post Office MP 1.19 to MP 1.23, to automobiles, motorcycles and light trucks only.

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by 12:00 PM on the Monday preceding the date of the public hearing. Anyone interested may appear and be heard.

Copies of Ordinance 2022-03 are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at [www.skamaniacounty.org](http://www.skamaniacounty.org)

**DATE:** May 17, 2022  
**TIME:** 5:30 PM  
**PLACE:** Skamania County Courthouse, Room No. 18 (lower level)  
240 NW Vancouver Avenue  
Stevenson, WA.

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

**DATED** this 19<sup>th</sup> day of April 2022.

**Debbie Slack**  
**Clerk of the Board**

Publish: April 27, 2022

**DATE:** April 20, 2022  
**TO:** The Skamania County Pioneer  
PO Box 250  
Stevenson, WA 98648

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

Please publish the following document on the dates indicated:

1. Document: Public Hearing for Ordinance 2022-03  
Publish as: Legal Notice on April 27, 2021  
Public Hearing: May 17, 2022  
Send Bill to: Skamania County Public Works





Skamania County Fire District # 1  
PO Box 309  
Carson, WA 98610

509.427.8698 Station 1-1

April 26, 2022

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

Honorable Commissioners and Clerk of the Board:

Skamania County Fire District #1 is grateful for the opportunity to apply for project year 2022-2023 Title III funding. During the last application period, Fire District #1 elected not to ask for funds, and instead, wrote a letter supporting Skamania EMS & Rescue in our joint endeavors. This year, we are asking that you award us funding to offset the costs of providing and preparing for District response to calls for wildfires, rescues, and motor vehicle accidents on federally managed lands within Skamania County. If awarded, funding will cover costs associated with wages, equipment and apparatus deployment for the covered areas bordering and within Fire District 1, to include the south Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area.

Volunteer fire districts are disappearing in the state of Washington, and nation-wide, due to both rising costs and compliance with standards and regulations. Skamania County Fire District #1 remains committed to preserving high-quality fire service and motor vehicle accident response for our residents and visitors, while actively seeking alternative funding sources to defray the costs to our constituents. Title III funding is one of these important sources.

Included with our application you will find a map of Skamania County Fire District #1 and our extended service area (Exhibit A). You will also find our proposed project budget (Exhibit B). While call volume does fluctuate from year to year, Fire District #1 receives an average of 10 calls per year in our extended service areas, with an average time per event of approximately two hours. We used these numbers to calculate the figures in our proposed budget. We have included a request in our application to allow for some flexibility with funding, if awarded, enabling the District to make responsible decisions with appropriated funds.

Finally, Fire District #1 would like to express our gratitude for the opportunity you have provided, and we look forward to discussing our proposal with you in the upcoming months. Until then, please reach out to me with any questions you may have at your convenience.

Humbly,

LaRene Huber  
Secretary

on behalf of Dustin Shields, Chief

**SKAMANIA COUNTY, WASHINGTON**  
**Title III Project Submission Form**  
**For Projects in 2022-2023**

Secure Rural Schools and Community Self-Determination Act  
Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners  
PO BOX 790  
Stevenson, WA 98648 or email: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

1. Project Number: (assigned by County)
2. Project Name: **South Gifford Pinchot/Columbia Gorge Scenic Area Fire & Rescue**
3. Project Sponsor: **Skamania County Fire District # 1**
4. Sponsor's Contact Information
  - a. Contact Name: **Dustin Shields, Chief**
  - b. Contact Address: **PO Box 309, Carson, WA 98610**
  - c. Contact Phone: **509.427.8698 (Station 1-1) 509.427.8855 (Mobile)**
  - d. Contact Email: **[chief@skamaniafire1.com](mailto:chief@skamaniafire1.com)**  
**[info@skamaniafire1.com](mailto:info@skamaniafire1.com)**
  - e. Contact Fax: **None**
5. Project Location
  - a. Location: **Federally-managed public lands in the Gifford Pinchot National Forest and Columbia Gorge Scenic Area surrounding Fire District #1. (See attached map, Exhibit A)**
  - b. National Forest/District (if applicable): **Gifford Pinchot National Forest**
  - c. Other Lands: State  Tribal  Federal  County  City  Private
6. Project meets the following authorized use of funds \* (see instructions for expanded definitions of authorized uses/check all applicable uses):
  - Reimbursable Search, Rescue and Emergency Srvcs/National Forest Land
  - Firewise Activities
  - Training Costs and Equipment Purchases directly related to emergency services
  - Community Wildfire Protection Plans



\*See application instructions package for expanded definition of authorized uses

7. Project Description (address each question)

a. Describe the project:

In years past, Skamania County Fire District #1 has been awarded Title III funds to address calls for service in federally managed lands in the Gifford Pinchot National Forest and Columbia Gorge Scenic Area surrounding Fire District #1. The District is submitting an application for the upcoming project year (2022-2023) to address the needs of residents and visitors to the areas. Because call volume fluctuates from season to season, and Title III funding is based on reimbursement, the district requests that our funding be fluid, with an allowance to use it for call reimbursements and equipment purchases directly related to operational readiness for the services we provide under this contract.

The federally managed areas of the Gifford Pinchot National Forest and the Columbia Gorge Scenic Area that border the taxing district boundaries where we provide response for fire and rescue emergencies are not covered by an assigned fire district, and are without a funding mechanism. Areas surrounding our response area are some of the highest travelled and utilized areas in the National Forest and the Gorge.

Dispatching local resources is key in providing quality immediate response to emergencies for our county residents and visitors. In addition to providing fire suppression services for structural and wild land firefighting, Fire District #1 responds to many types of calls, including motor vehicle collisions, hazardous materials, public assistance calls, and manpower assistance to rescue calls.

Funding of this project provides a benefit to taxpayers of Skamania County, who will not have to bear the entirety of costs associated with fire and rescue response on federal lands.

b. Identify project readiness:

Fire District #1, through mutual aid, works closely with Skamania EMS & Rescue and the Skamania County Sheriff's Office to provide the best possible emergency services for residents and visitors in known locations that are requiring immediate assistance. Fire District #1 employs 10 apparatus designed to work in a variety of terrains and environments specific to our region. Additionally, all FD#1 officers and tenured personnel are well trained in ICS. These services are established programs that the fire district has supported for years.

c. Identify project partners and how they will work together:

As noted in Section 7, Item B.

d. Identify if this is a continuation of a previously funded Title III Project:

As noted in Section 7, Item A.

8. Statement of Project Goals and Objectives (address each question)

a. What are the expected outcomes of the project?

Funding this project would not only continue services being provided, but allow us to continue to grow and meet the increasing needs for service on our forest lands. It is a mechanism to provide immediate response to parties in need, while decreasing the burden of the local community being the only funding mechanism.

b. How does the project meet the purposes of legislation?

PL 106-393, Sec. 103 outlines the payments to counties for the benefit of public safety, law enforcement, education and other public purposes. Our project, for the provision of fire suppression and rescue services clearly meets the purpose of Title III funding and defines the overall intent of PL 106-393, restoring stability and rendering a measure of reimbursement to counties affected by federal land ownership and dwindling tax revenue.

c. How is the project in the best public interest? Identify benefits to community and federal lands?

First responders, and primarily Fire District # 1 have the capability to reach injured visitors and fire incidents in the southern portion of the Gifford Pinchot National Forest and Columbia Gorge Scenic Area quickly. Recreational use of these areas increase year after year, and so, too, does the financial burden to Skamania County residents.

9. Measurements of project accomplishments/expected goals:

OUTCOME	EXPLANATION
Total Miles:	See attached map, Exhibit A
Total Acres:	See attached map, Exhibit A
Number of Labor Days:	Variable (call dependent)
Estimated Participants:	20 + Volunteer Firefighters
Other (Specify):	None

10. Estimated project start date: **Immediate (ongoing project within funding period)**

11. Estimated project completion date: **None (ongoing project within funding period)**

12. Readiness to proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place:

Yes

No (if No, explain): \_\_\_\_\_



13. Applicants qualifications and past experience with similar type projects (describe):  
**Skamania County Fire District #1 has been providing service in and around our community since 1959.**

**We have 20 active and well trained members who take a great amount of pride in providing quality emergency services to those in need. For numerous years we have provided responses for incidents of every type, including those on national forest lands relating to fire, recreation, and industry.**

**We work well with our fire/ems emergency response partners through mutual aid agreements, and have a good working relationship with the Skamania County Sheriff's Office.**

14. Title III Funding Request:

a. Total Skamania County 2022-2023 Title III Funds Requested: **\$13,443**

15. Monitoring Plan:

- a. How will you measure your project success and the quantifiable outcomes identified in Question 8?

**Fire District #1 does an in-house review of all incidents that we provide service for. We will continue this process while soliciting feedback from agencies we work with to further streamline our performance. We strive to keep up-to-date with industry practices through training and established networks.**

- b. How will you report this information back to the Skamania County Commissioners?

**At the end of each contract cycle, the fire district would present the commissioners with a report of our activity and fulfill any requests made throughout the year. Call detail, staff response and equipment use will be submitted at time of invoice as well.**

16. Project Work Plan (list the task and time frame. Name individuals, consultants and organizations responsible):

<b>TASKS</b>	<b>TIME FRAME (DATES)</b>	<b>RESPONSIBLE PARTY/NAME</b>
<b>Fire Response</b>	<b>On going</b>	<b>Fire District # 1 Personnel</b>
<b>Rescue Response</b>	<b>On going</b>	<b>Fire District # 1 Personnel</b>

(Continued – Next Page)

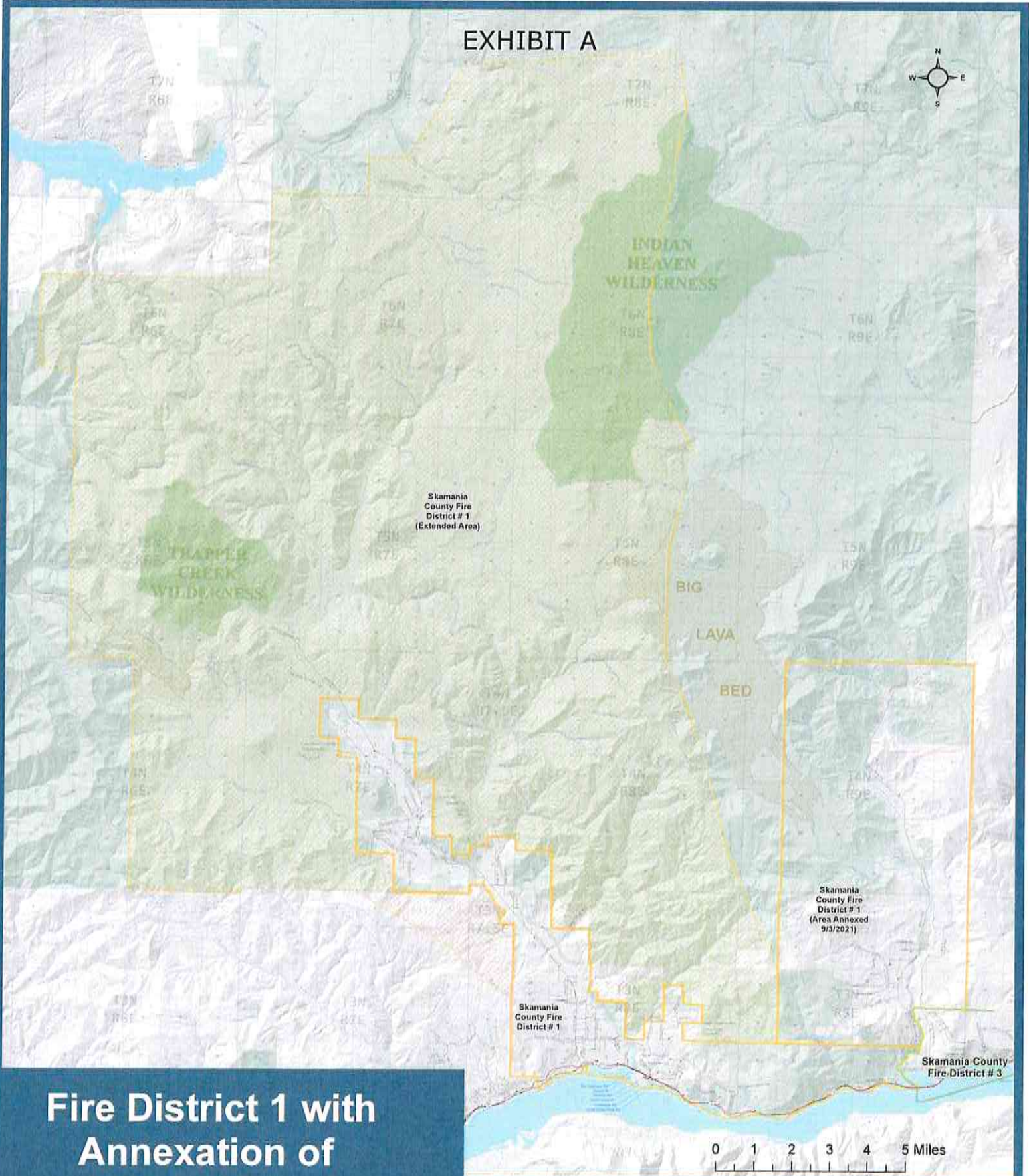
Project budget (include any in-kind personnel, goods, services)

ITEM	COUNTY TITLE III FUNDS REQ.	OTHER COUNTY/LOCAL AGENCY FUNDS	STATE/FEDERAL OR OTHER CONTRIBUTIONS	TOTAL AVAILABLE FUNDS
17. Salaries	\$3,640	\$0	\$0	\$0
18. Benefits	** SEE INDIRECT COSTS **			
19. Materials/Supplies	\$3,000	\$0	\$0	\$0
20. Contracted Svcs	\$0	\$0	\$0	\$0
21. Travel	\$0	\$0	\$0	\$0
22. Interfund Costs	\$0	\$0	\$0	\$0
23. Other Operating	\$6,225	\$0	\$0	\$0
<b>24. Operations Sub Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
25. Indirect Sponsor Costs for non-county projects (non-profits, other gov't agencies) <i>Admin./Overhead not to exceed 12.5%</i>	\$578	\$0	\$0	\$0
26. Capital Costs (specify)  _____  _____	\$0	\$0	\$0	\$0
<b>27. Total Project Budget</b>	<b>\$13,443</b>	<b>\$0</b>	<b>\$0</b>	<b>\$</b>

28. Identify source(s) and amount(s) of other County or local agency contributions in budget:  
None.
29. Identify source(s) and amount(s) of state, federal and other contributions in budget:  
None.
30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts):  
See attached, Exhibit B.



# EXHIBIT A



## Fire District 1 with Annexation of Mill A Willard and Extended Area



- Fire District 1
- Fire District 1- Extended Service Area
- Federal Land
- State Land

**DISCLAIMER:** This map product was prepared by Skamania County and is for information purposes only. It may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.  
Data Source and Map By: Skamania County Assessment & GIS, R. Hollatz, 10/14/2021



EXHIBIT B  
*Skamania County Fire District # 1*  
**South Gifford Pinchot & Columbia Gorge Scenic Area  
 Fire and Rescue**

**TOTAL BUDGET**

**\$13,443**

**TOTAL BUDGET**

Personnel	\$3,640
Apparatus	\$6,225
Equipment (Other)	\$3,000
Administration	\$160
Other (11% Overhead)	\$418

**TOTAL** **\$13,443**

**PERSONNEL BUDGET**

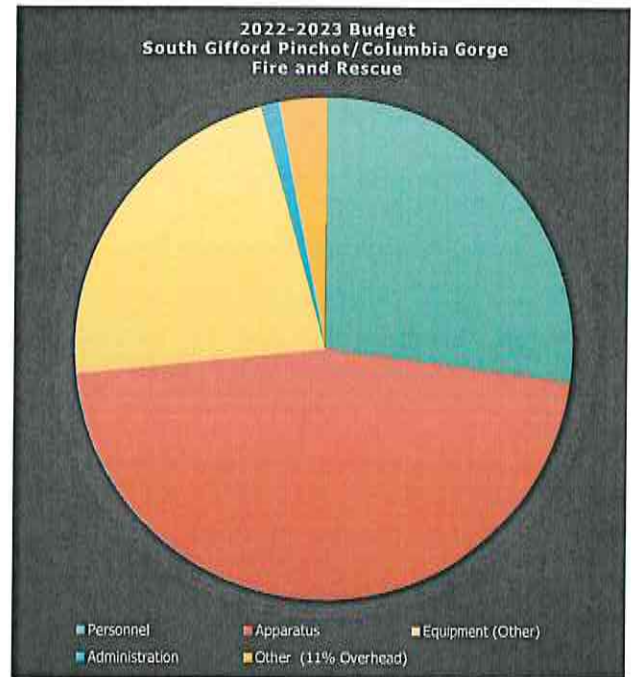
Incident Commander (\$42/Hour)	\$840
Officer/Captains (\$32/Hour)	\$640
Firefighter I (\$20/Hour) 2 Responding	\$800
Firefighter II (\$17/Hour) 4 Responding	\$1,360
Office Manager/Finance (\$32/Hour)	\$160

**TOTAL** **\$3,800**

**APPARATUS BUDGET**

Rescue (\$56/Hour)	\$560
Pumper (\$139/Hour)	\$695
Tender/Tactical (\$112/Hour)	\$1,120
Brush (\$69/Hour)	\$690
Engine/Type I (\$133/Hour)	\$2,660
Engine/Type II (\$118/Hour)	\$0
Command Vehicle (\$50/Per Call)	\$500

**TOTAL** **\$6,225**



*Project Budget: 2022-2023 Title III*  
*South Gifford Pinchot/Columbia Gorge Fire and Rescue*



**SKAMANIA COUNTY, WASHINGTON  
Title III Project Submission Form  
For Projects in 2022**

Secure Rural Schools and Community Self-Determination Act  
Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners  
PO Box 790  
Stevenson, WA 98648 or email: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

<b>1. Project Number: (assigned by County)</b>	
<b>2. Project Name:</b> NCEMS St. Helens Project	
<b>3. Project Sponsor:</b> North Country Emergency Medical Service	
<b>4. Sponsor's Contact Information</b>	
<b>a. Contact Name:</b>	Shaun Ford
<b>b. Contact Address:</b>	PO Box 189, Yacolt, WA 98675
<b>c. Contact Phone:</b>	360-686-3271
<b>d. Contact Email:</b>	s.ford@northcountryems.org
<b>e. Contact Fax:</b>	360-686-8127

<b>5. a. Project Location:</b> (attach project area map if applicable) <u>refer to attached map</u>
<b>b. National Forest/District (if applicable)</b> St. Helens District of the Gifford Pinchot National Forest, Mount St. Helens Volcanic Monument, Mount St. Helens Ranger District
<b>c. Other Lands?</b> State <input type="checkbox"/> Tribal <input type="checkbox"/> Federal <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Private <input type="checkbox"/>

<b>6. Project meets following authorized use of funds* (check all applicable uses)</b>
<input checked="" type="checkbox"/> Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
<input type="checkbox"/> Firewise Activities
<input type="checkbox"/> Training Costs and Equipment Purchases directly related to emergency services
<input type="checkbox"/> Community Wildfire Protection Plans
<input type="checkbox"/>
<b>*See application instructions package for expanded definition of authorized uses</b>

**7. Project Description (Address each question)**

**a. Describe the project**

North Country EMS will provide ambulance and rescue services staffed with trained emergency medical service personnel to areas of Skamania County as depicted in the attached service area map with special emphasis on certain Mount St. Helens recreational areas during the months of July, August and early September. All other months NCEMS will respond from other stations as needed and available. The staff is provided extensive area familiarization and other specific training in EMS/Rescue related emergencies in this unique area. The crews are housed in a residence provided by the US Forest Service in the lower compound at the Pine Creek Information Center during the summer months.

**b. Identify project readiness**

North Country EMS is an Advanced Life Support (ALS) transport and rescue service that is specialized in rural and backcountry EMS. We have highly skilled and experienced paramedics and emergency medical technicians (EMTs) and some of the best equipment available. North Country EMS has provided emergency medical service to this area since 1976. Throughout the years, we have grown to meet the needs of those seeking recreational activities, tourists, employees and residents of this area by providing emergency medical and rescue services.

**c. Identify project partners and how they will work together**

Since the beginning of our service in 1976 we have worked very closely with the US Forest Service and the Skamania County Sheriff's Office to provide emergency services to this area. The staff from the Mount St. Helens National Volcanic Monument have been very cooperative in assisting with housing our crews and providing critical information on trauma and medical incidents prior to our arrival. The Skamania County Sheriff's Office and North Country EMS have worked very well together in search and rescue operations in the National Forest along with other incidents that involve both agencies.

**d. Identify if this is a continuation of a previously funded Title III project**

This will be a continuation of previous projects.



**7. Statement of Project Goals and Objectives (address each question)**  
**a. What are the expected outcomes of the project?**

The expected outcomes of the project are the same as in past years, which is to provide the most professional, responsive and effective emergency medical and rescue service to designated areas in Skamania County with emphasis on the Mount St. Helens National Volcanic Monument during the months of July, August, and early September.

**b. How does the project meet the purposes of the legislation?**

As stated in the Title III portion of the Secure Rural Schools and Community Self Determination Act of 2000 search, rescue, and emergency services are eligible to receive funds.

**c. How is the project in the best public interest? Identify benefits to community and federal lands.**

It is in the public interest to have emergency medical service available close by in the summer months due to the high volume of visitors and the potential for injury and illness. The area serviced by North Country EMS has an influx of visitors during the summer months. With the high number of visitors, there are always injuries or medical emergencies. In 2021 North Country EMS had 27 calls for service with the highest volume June through September while our crews were stationed at Pine Creek. These calls may range from traumatic injuries sustained while hiking or climbing or from motorcycle or motor vehicle accidents to heart attacks and other emergency medical problems. North Country EMS also provides search and rescue to the Mount St. Helens area working closely with the Skamania County Sheriff's Office.

**8. Measurement of Project Accomplishments/Expected Goals:**

OUTCOME	Explanation
Total Miles:	n/a
Total Acres:	n/a
Number of Labor Days:	365
Estimated Participants:	n/a
Other (Specify):	

to, Estimated Project Start Date: July 1, 2022

**11. Estimated Project Completion Date:** June 30, 2023

**12. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place?**      •1 Yes      D No (if No, explain)

**13. Applicants qualifications and past experience with similar type projects (describe)**

North Country EMS is an Advanced Life Support (ALS) service that is specialized in rural and back country EMS. We have skilled and experienced paramedics and EMTs and the best equipment available.

North Country EMS has provided emergency medical service to Skamania County areas since 1976. More specifically, we have served the area since the eruption of Mount St Helens in 1980. Throughout the years, we have grown to meet the needs of those recreating in the area, the tourists, employees and residents, by providing emergency medical and rescue services.

North Country EMS has performed under the same grant guidelines for many years. We have continued to upgrade the equipment, communications, and services provided.

**14. Title III Funding Request:**

a. **Total Skamania County 2022-2023 Title III Funds Requested:** \$82,850

**15. Monitoring Plan:**

a. **How will you measure your project success and the quantifiable outcomes identified in Question 8?**

When the crews have an emergency medical or rescue call, they complete a St Helens Project report. These reports are used to document all activities performed during the year. Any medical/trauma incident will be documented on a patient care report and reviewed by our Chief/Battalion chiefs. The leaders of the rescue team will review any rescue related incidents.

b. **How will you report this information back to the Skamania County Commissioners:**

The Chief will compile an annual report of activities that will describe all activity for the year which occurred in Skamania County with emphasis on the St. Helens project area.

**PROJECT WORK PLAN**

**16. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible**

<u>Tasks</u>	<u>Time Frame - Dates</u>	<u>Responsible Party/Name</u>
Staff Pine Creek Station	Full time staffing, July, August & early September 2022	North Country EMS
End regular schedule staffing at Pine Creek Station	September 2022	North Country EMS
Respond and assist in fall, winter, and spring months as available and needed	September 2022-June 2023	North Country EMS
Hiring and orientation of employees	May/June 2023	North Country EMS
Begin Staffing Pine Creek Station	Weekends May/June 2023 while training	North Country EMS

**Project Budget (Include an, in-kind personnel, good, services)**

Item	County Title III Funds Requested	Other County Or Local agency Funds	State, Federal Or Other Contributions	Total Available Funds
17. Salaries	\$42,000			
18. Benefits	\$ 10,000			
19. Materials & Supplies	\$14,250			
20. Contracted Services	\$7,500			
21. Travel				
22. Interfund Costs				
23. Other operating Costs	\$9,100			
24. Operations Subtotal				
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	N/A	N/A	N/A	N/A
26. Capital Costs (specify) _____ _____ _____				
27. Total Project Budget	\$82,850			

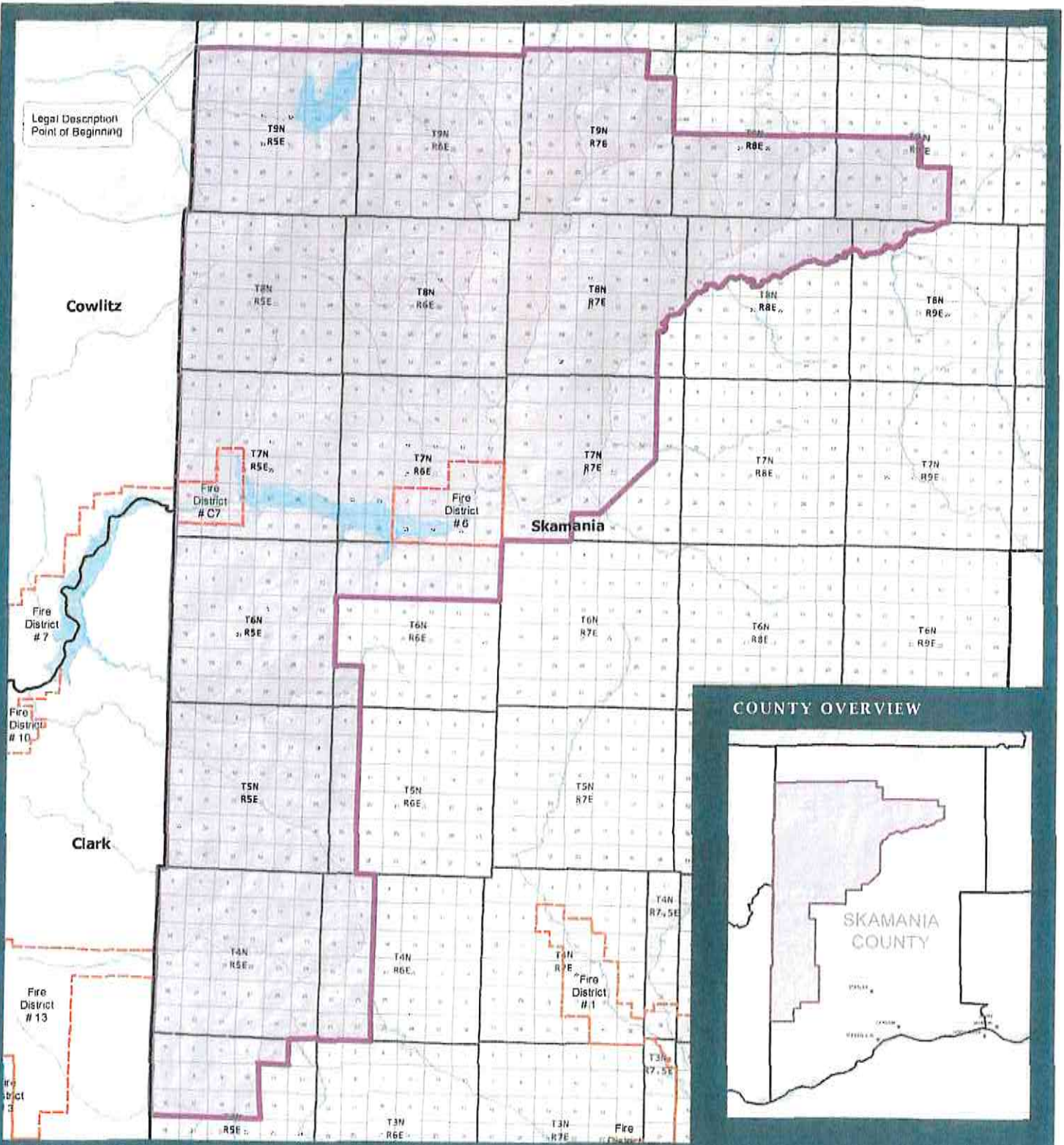
**28. Identify Source(s) and amounts of other County or local agency contributions in budget:**

\$500 in ambulance fees, \$10,000 Skamania Hospital District contract, \$500 investment interest.  
The total annual budget is \$93,850.

**29. Identify Source(s) of state, federal, and other contributions in budget:**

**30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)**

Budget worksheet attached.



Legal Description  
Point of Beginning

Cowlitz

Skamania

Clark

COUNTY OVERVIEW



LEGEND

- EMS District
- Townships
- Fire Districts
- Sections
- Major River

# Skamania County Emergency Medical Service District 1 Boundary

0 1 2 3 4 5 6 12 Miles

DISCLAIMER: This map product was prepared by Skamania County and is for informational purposes only. It may not have been produced for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Absolute Scale  
1:210,108  
Relative Scale  
1 in. = 4.89 miles



SKAMANIA COUNTY  
Department of Assessment (GIS)  
Created by: Rick Hollatz  
Creation date: 03/23/2011  
Located in: Skamania County

**NORTH COUNTRY EMERGENCY MEDICAL SERVICE**  
**2022 Skamania County EMS District #1 Budge - Fund 6272**

**REVENUE**

Account Code	Description	Amount
3321070	TITLE III GRANT - SKAMANIA COUNTY	\$82,850.00
3422100	SKAMANIA HOSPITAL DISTRICT CONTRACT	\$10,000.00
3426000	AMBULANCE FEES	\$500.00
3611100	INVESTMENT INTEREST	\$500.00
	<b>TOTAL INCOME</b>	<b>\$93,850.00</b>

**EXPENSE**

Account Code	Description	Amount
100	SALARIES	\$42,000.00
200	BENEFITS	\$10,000.00
300	SUPPLIES	\$10,750.00
323	Medical supplies	\$1,500.00
326	Expendable supplies	\$150.00
328	Uniforms	\$800.00
329	Operating supplies	\$100.00
330	Building supplies	\$1,000.00
351	Vehicle supplies	\$500.00
352	Tires	\$200.00
353	Radio supplies	\$500.00
359	Other equipment supplies/ parts	\$2,000.00
360	Fuel	\$4,000.00
410	PROFESSIONAL SERVICES	\$5,000.00
411	OVERHEAD EXPENSE FOR OPERATIONS	\$17,000.00
450	RENTAL/ LEASE AGREEMENTS	\$2,600.00
460	INSURANCE	\$3,400.00
480	CONTRACT REPAIRS	\$3,000.00
490	MISCELLANEOUS	\$100.00
	<b>TOTAL EXPENDITURES</b>	<b>\$93,850.00</b>





# Skamania County

## Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Alan Peters, AICP, Director

### WEEKLY DEPARTMENT REPORT April 11, 2022

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#### Planning

- Hemlock Road subdivision approved by Hearing Examiner last week. Final plat approval will come to the BOCC.
- Awaiting additional information from application for Columbia Gorge Getaways Conditional Use project.
- Two short plats recorded last week; one will record this week. Several others in the queue.
- Staff preparing for Hearing Examiner and Planning Commission meetings next week.
- Storedahl Quarry EIS ongoing.
- Current planning workload consists of short plat/subdivision applications, National Scenic Area development reviews, critical areas/shoreline reviews, and contract with Bingen.

#### Building and Environmental Health

- Met with Stevenson staff last week to discuss building inspections in city.
- Finalizing revised contract with Bingen for building inspection services. Beginning review of apartment complex project,
- Routine operations with county, Stevenson, North Bonneville, and Bingen building permit review and inspections.

#### Permits as of March 31, 2022

	AS OF:	3/28/20	3/28/21	3/28/22	2021 TOTALS
NSA		14	15	12	46
NSA Letter Amendments		0	0	2	4
CA, CU, ML, SHR, SEP, ARU		8	8	9	36
Short Plats		2	5	6	17
Septic Permits		23	52	48	195
Water Permits		6	9	11	26
Building Permits		66	87	92	364
Stevenson City Building Permits		17	23	24	75
North Bonneville Building Permits			4	8	23

**SKAMANIA COUNTY, WASHINGTON**  
**Title III Project Submission Form**  
**For Projects in 2022-2023**

Secure Rural Schools and Community Self-Determination Act of 2000  
 Public Law 106-393

Submission deadline: April 28, 2022  
 Submit to: Skamania County Board of Commissioners  
 PO Box 790  
 Stevenson, WA 98648

<b>1. Project Number: (assigned by County)</b>
<b>2. Project Name: Sheriff's Emergency Services</b>
<b>3. Project Sponsor: Skamania County Sheriff</b>
<b>4. Sponsor's Contact Information</b>
<b>a. Contact Name: David S. Brown</b>
<b>b. Contact Address: POB 790, Stevenson, WA 98648</b>
<b>c. Contact Phone: 509-427-9490</b>
<b>d. Contact Email: daveb@co.skamania.wa.us</b>
<b>e. Contact Fax: 509-427-4369</b>

**5. a. Project Location: Gifford Pinchot National Forest and Columbia Gorge Scenic Area lands within Skamania County.**

**b. National Forest/District: Same as above**

**c. Other Lands?** State  Tribal  Federal  County  City  Private

A percentage of search and rescue calls for service as well as calls for other emergency services occur on lands adjacent to the National Forest and Gorge Scenic Area. The resources requested in this proposal may be occasionally utilized to assist in these areas.

**6. Project meets following authorized use of funds\* (check all applicable uses)**

- Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
- Community Service Work Camp
- Easement Purchases
- Forest Related Educational Opportunities
- Fire Prevention and County Planning
- Community Forestry

\*See application instructions package for expanded definition of authorized uses

**7. Project Description (Address each question)**



- a. Describe the project
- b. Identify project readiness
- c. Identify project partners and how they will work together
- d. Identify if this is a continuation of a previously funded Title III project.

The Skamania County Sheriff proposes to maintain Road Deputy wages and overtime, including maintenance and replacement of supporting equipment and services utilized to provide response to emergencies including Search and Rescue missions upon National Forest lands in Skamania County. The primary responsibilities of personnel will be response to emergency services and coordination of, search and rescue incidents. The geographical area of primary responsibility is the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area within the boundaries of Skamania County. All SAR Coordinator Deputies will maintain appropriate training in Search and Rescue Coordination, emergency medical treatment, and training in the nationally recognized ICS and NIMS. This will allow the officers to be utilized in a command level position at the scene of incidents related to Search and Rescue, wildfires, and other emergencies

**8. Statement of Project Goals and Objectives (address each question)**

- a. What are the expected outcomes of the project?
- b. How does the project meet the purposes of the legislation?
- c. How is the project in the best public interest? Identify benefits to community and Federal lands.

The ongoing objective is to continue to enhance and improve necessary and appropriate emergency response capabilities of the Skamania County Sheriff to include search and rescue in the Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area. We also continue to provide initial response to medical calls, reported wildfires and other public safety services. We intend to seek reimbursement for search and rescue, law enforcement patrols, training, equipment purchases related to emergency services and continuing necessary maintenance and replacement of equipment, material, and supplies expended, damaged or destroyed in response to incidents on National Forest System lands.

**9. Measurement of Project Accomplishments/Expected Goals:**

<b>OUTCOME</b>	<b>Explanation</b>
<b>Total Miles:</b>	<b>10,000</b>
<b>Total Acres:</b>	<b>1.1 million</b>
<b>Number of Labor Days:</b>	<b>365</b>
<b>Estimated Participants:</b>	<b>18</b>
<b>Other (Specify):</b>	

**10. Estimated Project Start Date: July 1, 2022**

**11. Estimated Project Completion Date: June 30, 2023**

**1. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place?**       **Yes**       **No (if No, explain)**

**2. Applicants qualifications and past experience with similar type projects (describe)**

The Sheriff has the responsibility for Search and Rescue operations within Skamania County per the Revised Code of Washington (38.52.400). Skamania County and the Columbia River Gorge continue to have their recreational opportunities heavily promoted by the Forest Service as well as the business community. Recreational use continues to increase.

The current program has provided the Sheriff the opportunity to utilize Title 3 funds to provide necessary response to calls on National Forest System lands.

**3. Title III Funding Request:**

**Total Skamania County 2022 Title III Funds Requested: \$69,503**

**4. Monitoring Plan:**

**a. How will you measure your project success and the quantifiable outcomes identified in Question 8?**

Tracking the response of deputies to emergency calls, monitoring the length of time it takes to complete SAR calls, continued measuring of overtime costs for response to emergency calls in the GPNF and CRGNSA and overall cost analysis of the project.

**b. How will you report this information back to the Skamania County Commissioners:**

The Commissioners will be provided with a report detailing the activities of the program upon request.

<b>PROJECT WORK PLAN</b>		
<b>5. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible</b>		
<b><u>Tasks</u></b>	<b><u>Time Frame – Dates</u></b>	<b><u>Responsible Party/Name</u></b>
Coordination of SAR missions	Ongoing	Skamania County Sheriff
Response to emergency calls on National Forest lands	Ongoing	Skamania County Sheriff
Collaboration with other SAR resources outside of Skamania County	Ongoing	Skamania County Sheriff
Initial and ongoing training of Search and Rescue Coordinators in Sheriff's Office	Ongoing	Skamania County Sheriff
Maintenance and acquisition of emergency response equipment	Ongoing	Skamania County Sheriff

**Project Budget (Include any in-kind personnel, good, services)**

<b>Item</b>	<b>County Title III Funds Requested</b>	<b>Other County Or Local agency Funds</b>	<b>State, Federal Or Other Contributions</b>	<b>Total Available Funds</b>
<b>17. Salaries</b>	\$31,387			\$31,387
<b>18. Benefits</b>	\$8,116			\$ 8,116
<b>19. Materials &amp; Supplies</b>	\$21,000			\$21,000
<b>20. Equipment Replace</b>	\$3,500			\$3,500
<b>21. Equipment Repair</b>	\$1,500			\$1,500
<b>22. Equipment Maint.</b>	\$1,500			\$1,500
<b>23. Other operating Costs</b>	\$2,500			\$2,500
<b>24. Operations Subtotal</b>	<b>\$69,503</b>			<b>\$69,503</b>
<b>25. Indirect Sponsor Costs</b>	\$0			\$0

(project administration/ overhead not to exceed 12.5%)				
<b>26. Capital Costs (specify)</b>  <hr/> <hr/>				
<b>27. Total Project Budget</b>	<b>\$69,503</b>			<b>\$69,503</b>

**28. Identify Source(s) and amounts of other County or local agency contributions in budget:** none

**29. Identify Source(s) of state, federal, and other contributions in budget:**  
 There currently are no known state or other federal contributions factored into this proposed budget.

**30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)**

Position	Hours	Wages	Benefits	Contracted Svcs
SAR Deputy	400	22,674	5,843	
Overtime	200	8,713	2,273	



SKAMANIA EMERGENCY MEDICAL SERVICES & RESCUE  
SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT  
253 SW First Street • PO BOX 338 • Stevenson, Washington 98648  
Office: 509-427-5065 Fax: 509-427-2767 Email: [info@skamaniaems.com](mailto:info@skamaniaems.com)

Skamania County  
Board of Commissioners  
Clerk of the Board  
PO BOX 790  
Stevenson, WA 98648

April 21, 2022

Honorable Commissioners and Clerk of the Board:

Skamania EMS & Rescue is grateful for the opportunity to apply for project year 2022/23 Title III funding. As we have in years prior, we are asking that you award us funding to offset the costs of providing and preparing for emergency medical and rescue services on federally managed lands within Skamania County. These funds, if awarded, will be used to cover wages, equipment, response contracted rescue services expenses for areas within our district, which encompasses all of Skamania County.

Not only do the services we provide bring a benefit to the residents and visitors of our community, but the services and equipment we provide, as well as the training we take part in is imperative to the safety of our personnel and those first responders that we work so closely with.

Within the application materials, you will find historical funding requests and expense detail for the prior four project years. As we requested last year, we would welcome consideration for project adjustments as noted in our contract, and in section (17) of the 2022/23 application, which states, in part *"This budget represents estimated costs. Line items may be adjusted dependent upon need, call volume and training opportunities."*

In closing, Skamania EMS & Rescue is grateful for the opportunity you have provided and look forward to discussing our proposal with you in the upcoming months. Should you have any advance questions, please feel free to reach out to me at your convenience.

Sincerely,

Ann Lueders  
Superintendent

**SKAMANIA COUNTY, WASHINGTON**  
**Title III Project Submission Form**  
**For Projects in 2022-2023**

Secure Rural Schools and Community Self-Determination Act

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners  
PO Box 790  
Stevenson, WA 98648

1. Project Number: (assigned by County) \_\_\_\_\_
2. Project Name: EMS & RESCUE RESPONSE, SKAMANIA COUNTY
3. Project Sponsor: Skamania Co Public Hospital District (dba: Skamania EMS & Rescue)
4. Sponsor's Contact Information:
  - a. Contact Name: Ann Lueders, Superintendent
  - b. Contact Address: PO BOX 338, 253 SW First Street, Stevenson, WA 98648
  - c. Contact Phone: 509.427.5065 (Office) 509.281.2394 (Mobile)
  - d. Contact Email: annlueders@skamaniaems.com
  - e. Contact Fax: N/A

5. a. Project Location: (attach project area map if applicable) federally owned land in the Gifford Pinchot National Forest and Columbia River Gorge Scenic Areas.

b. National Forest/District (if applicable): Gifford Pinchot

c. Other Lands? State  Tribal  Federal  County  City  Private

6. Project meets following authorized use of funds\* (check all applicable uses)

- Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
- Firewise Activities
- Training Costs and Equipment Purchases directly related to emergency services
- Community Wildfire Protection Plans

\*See application instructions package for expanded definition of authorized uses

**7. Project Description (Address each question)**

- a. Describe the project
- b. Identify project readiness
- c. Identify project partners and how they will work together
- d. Identify if this is a continuation of a previously funded Title III project.

For many years, Skamania EMS & Rescue has been awarded Title III funding to address the needs of residents and, more particularly, visitors to Skamania County. These contracts were authorized to provide high quality medical care and rescue services to the residents and visitors of Skamania County who needed services while recreating or traveling on federally owned lands within our response areas. As Title III funding is based on reimbursement for services provided, we maintain appropriate call logs and expenditure records to seek payment on our contract. We are submitting an application for the upcoming project year (22/23) and have included a request that our funding be fluid, with an allowance to use it for training costs, equipment purchases and call reimbursements directly related to the services we provide under this contract, and for contracted services to cover our district in the areas above and beyond Old Man Pass.

The provision of service and associated training, materials, equipment and operational costs usually exceed the allotted contract amount, resulting in taxpayers for Skamania County subsidizing these services. Securing future contracts with the Board of Commissioners for Skamania County will be beneficial for both SCEMS (as an agency) and the public that we serve. Having the ability to recover service and readiness costs expended on lands that provide limited, if any, other form of revenue has continued to solidify our abilities to provide services in these areas.

Through a strong network of mutual aid and contract partners SCEMS is prepared to respond to calls for service within its designated response areas while working to decrease response times as much as possible. SCEMS currently has agreements in place with Klickitat County EMS, Klickitat County FD #1 (Trout Lake), Klickitat County FD #3 (Husum/BZ/NW Lake), all Skamania County Fire Agencies, Cascade Locks Fire & EMS, and North Country EMS. Additionally, we have a strong working relationship with the Skamania County Sheriff's Office. We continue to build a renewed and strong relationship with the SAR resources that are now directly under the guidance of the Sheriff.

SCEMS is requesting renewed funding of this project so that the provision of services and reimbursement of associated costs may continue uninterrupted. Funding of this project provides a benefit to taxpayers of Skamania County, who will not have to bear the entirety of costs associated with emergency medical response and rescue on federal lands.

**8. Statement of Project Goals and Objectives (address each question)**

- a. What are the expected outcomes of the project?
- b. How does the project meet the purposes of the legislation?
- c. How is the project in the best public interest? Identify benefits to community and federal lands.

Reauthorization of funding at the level requested for this project would continue well-established responses to areas of our county that are owned by the federal government, while putting federal funding back into emergency services in our local communities. Funding that goes back into these services clearly benefits our local residents by reducing or eliminating that portion of their property tax payments used to subsidize emergency medical and rescue services.



This project meets the purposes of the legislation by allowing local resources to submit for reimbursement of funds expended for services provided on federal lands, training and equipment expenses. It also provides benefit to federal land managers by having high quality, consistent response to emergency medical and rescue calls that happen routinely on their lands.

Additionally, we are requesting funds to assist with the purchase of Advanced Rescue Equipment, and more directly an all-terrain vehicle that will replace our aging units, which we received from the US Army Corps of Engineers Surplus equipment program greater than ten years ago. The purchase of an updated all-terrain vehicle would increase our agency related rescue capabilities, and provide greater advantages in our assistance to the Skamania County Sheriff's SAR team in three ways:

- 1) By equipping the unit with specialized winter equipment, we would improve year round response capabilities. With the increased winter recreation opportunities and interest in our community, year round response capabilities are a must.
- 2) The planned unit would increase safety and efficiency for our responders by providing the ability to carry up to six (6) personnel to locations where responders are often needed in mass. By having adequate restraint and cargo space to carry personnel and gear, we increase our safety margin, improve response capabilities, and may increase positive patient outcomes.
- 3) Patient transport capabilities are greatly improved with purchase of this unit. Our current units are not engineered specifically for rescue/medical response and lack the ability for a patient attendant. Given the nature of rescue calls, and the likelihood for traumatic injury, a unit specifically designed with patient transport in mind would be critical for our rescue functions.

9. Measurement of Project Accomplishments/Expected Goals:

OUTCOME	Explanation
Total Miles:	See attached map, Exhibit A
Total Acres:	See attached map, Exhibit A
Number of Labor Days:	Variable, Call Dependent
Estimated Participants:	20-25 (available, participants dependent on call needs)
Other (Specify):	None

10. Estimated Project Start Date: Immediately.

11. Estimated Project Completion Date: On going.

12. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place?  Yes  No (if No, explain)

13. Applicants qualifications and past experience with similar type projects (describe)

SCEMS has provided emergency medical and rescue services to the residents and visitors of Skamania County since the 1950's. These services are provided on private, state, and federally owned lands in Skamania County. Services provided consist of Advanced Life Support (ALS) medical transport, motor vehicle & machinery extrication, rope rescue, trail/overland rescue, special event staffing, public education, and are implemented through a strong commitment to the community. SCEMS provides these services through its personnel and strong agency partnerships

from around the county and region. SCEMS itself employs approximately 25 personnel in combination. Our roster is made up of volunteer, part-time, and full-time employees. SCEMS's current roster has 2 volunteers, 6 part-time employees, and 16 full-time employees.

**14. Title III Funding Request:**

- a. **Total Skamania County 2022-2023 Title III Funds Requested: \$47,500**  
(Total financial project costs are estimated at \$66,012). SCEMS anticipates contributing \$13,538 in budget and an additional \$5,000 + in value of in-kind contributions or via separate donations, for response needs that are in excess of our award and costs that are directly and indirectly related.)

**Monitoring Plan:**

- b. **How will you measure your project success and the quantifiable outcomes identified in Question 8?**
- c. **How will you report this information back to the Skamania County Commissioners:**

SCEMS does a quality assurance/quality improvement review of all medical incidents that we provide service for. These reviews are performed by our agency training officer and medical program director to ensure the highest and most appropriate level of treatments were performed. When our agency performs a technical rescue (rope, water rescue, etc.) we also perform a peer review of the incident to ensure quality services were provided. We will continue these processes while soliciting feedback from agencies we work with to further streamline our performance. We also strive to keep up to date with industry practices through training and established networks.

At the end of the contract cycle, as requested SCEMS would present the commissioners with a report of our years' activity related to this project. Additionally, we could fulfill any requests made during the contract cycle

**PROJECT WORK PLAN**

15. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible

<u>Tasks</u>	<u>Time Frame – Dates</u>	<u>Responsible Party/Name</u>
Respond and provide aid and transport to medical emergencies	Ongoing	Skamania EMS & Rescue (and contracted agencies)
Respond to motor vehicle incidents	Ongoing	Skamania EMS & Rescue
Respond to recreational and technical rescue incidents	Ongoing	Skamania EMS & Rescue
Seek and obtain training to renew/expand skills/abilities	Ongoing	Skamania EMS & Rescue
Obtain equipment necessary to successfully perform activities	Ongoing	Skamania EMS & Rescue

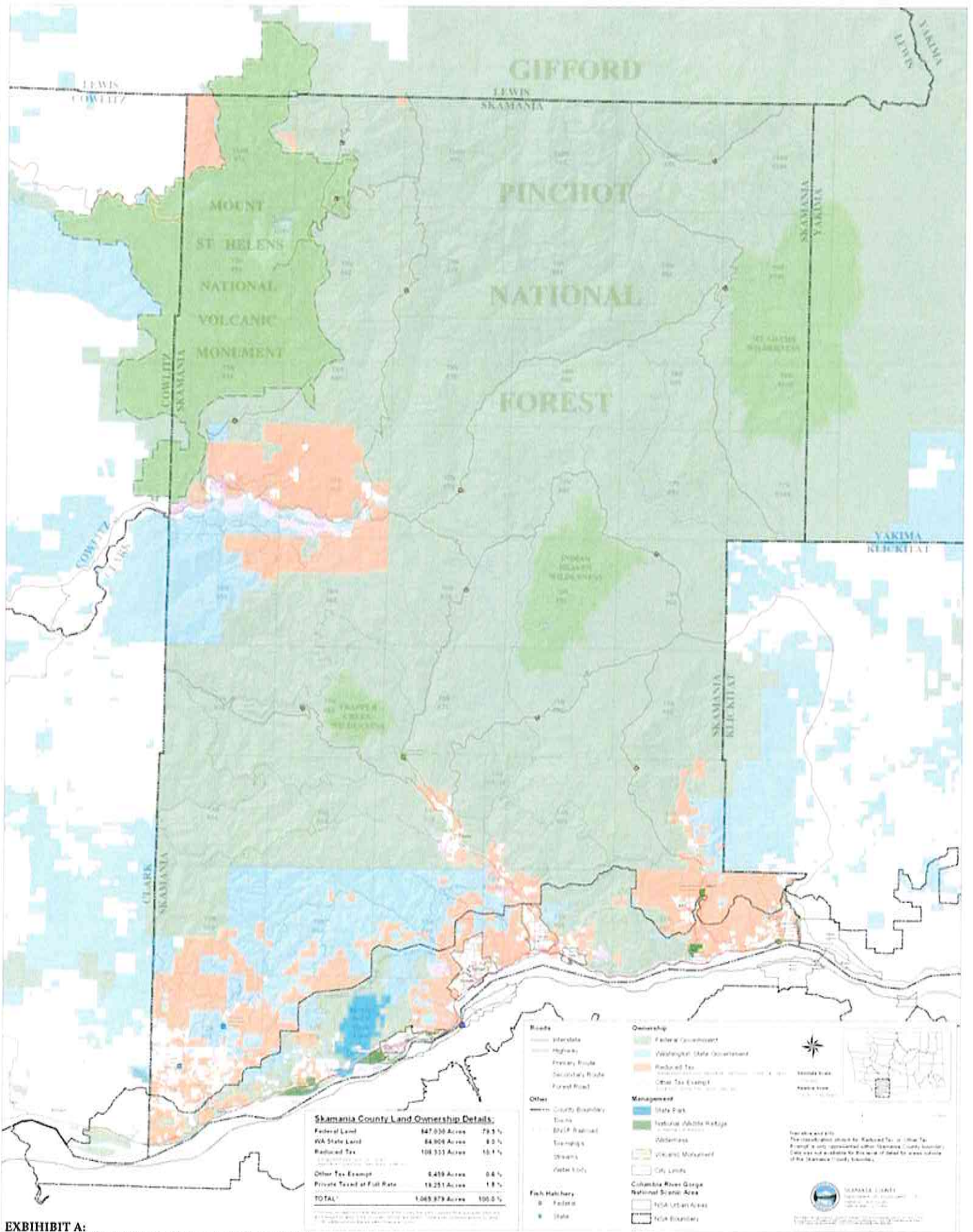
**Project Budget (Include any in-kind personnel, good, services)**

<b>Item</b>	<b>County Title III Funds Requested</b>	<b>Other County Or Local agency Funds</b>	<b>State, Federal Or Other Contributions</b>	<b>Total Available Funds</b>
17. Salaries	7,855			7,855
18. Benefits		6,542		6,542
19. Materials & Supplies				
20. Contracted Services	7,500	2,500		10,000
21. Travel				
22. Interfund Costs				
23. Other operating Costs	7,120			7,120
24. Operations Subtotal				
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	N/A	N/A	N/A	N/A
26. Capital Costs (specify) All Terraine Vehicle   	25,000	4,496	5,000	34,496
27. Total Project Budget	47,475	13,538	5,000	66,013

**28. Identify Source(s) and amounts of other County or local agency contributions in budget: In kind contributions from the agency's existing and projected budget; as well as registration fees for training of non-member personnel who respond with partner agencies; service fees for the provision of rescue services to non-residents.**

**29. Identify Source(s) of state, federal, and other contributions in budget: Pending grant request, application.**

**30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.) As attached, Exhibit B**



**EXHIBIT A:**  
**SKAMANIA COUNTY EMS, TITLE III APPLICATION**

## Skamania County Public Hospital District

### EMS and Rescue Response in Skamania County, Washington

**EXPENSE 2022/23 PROJECT (07/2022-06/2023)**

<u>Total Estimated Project:</u>	<u>\$</u>	<u>66,012</u>	<u>Project Budget Detail</u>	<u>Hours</u>
Personnel - Paramedic	\$	3,686	On Duty @ \$40.95 Regular	60/20
Personnel - EMT	\$	2,779	On Duty @ \$32.08 Regular	60/20
Personnel - AEMT	\$	1,390	On Duty @ \$32.08 Regular	30/10
Apparatus	\$	7,120	Daily Rate w/o Operator	N/A
Contracted Services	\$	10,000	Interlocal Agreements for Service	
Training Expense	\$	-		
Equipment Expense	\$	34,496	All-Terraine Vehicle (includes estimated tax)	
Overhead	\$	6,542	<b>11% - NOT BILLED BACK, REFERENCE ONLY</b>	

#### HISTORICAL DATA

**BUDGET 2021/22 PROJECT (07/2021-06/2022)**

<u>Total Funding Request:</u> \$ <u>53,275</u>	CONTRACT AWARD: \$46,773 <u>Total Project Expense:</u> <u>Pending</u>
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**BUDGET 2020/21 PROJECT (07/2020-06/2021)**

<u>Total Funding Request:</u> \$ <u>45,882</u>	CONTRACT AWARD: \$41,667 <u>Total Project Expense:</u> <u>\$ 37,611.00</u>
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**BUDGET 2019/20 PROJECT (07/2019-06/2020)**

<u>Total Funding Request:</u> \$ <u>30,748</u>	CONTRACT AWARD: \$30,000 <u>Total Project Expense:</u> <u>\$ 33,782.00</u>
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**BUDGET 2018/19 PROJECT (07/2018-06/2019)**

<u>Total Project Budget:</u> \$ <u>25,059</u>	CONTRACT AWARD: \$25,000 <u>Total Project Expense:</u> <u>\$ 38,755.00</u>
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**BUDGET 2017/18 PROJECT (07/2017-06/2018)**

<u>Total Project Budget:</u> \$ <u>23,750</u>	CONTRACT AWARD: \$13,000 <u>Total Project Expense:</u> <u>\$ 7,743.86</u>
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**SKAMANIA COUNTY, WASHINGTON**  
**Title III Project Submission Form**  
**For Projects in 2022-2023**

Secure Rural Schools and Community Self-Determination Act  
Public Law 005-141

Submission deadline: April 28, 2022

Submit to: Skamania County Board of Commissioners  
PO Box 790  
Stevenson, WA 98648 or email: [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us)

<b>1. Project Number: (assigned by County)</b>
<b>2. Project Name:</b> Skamania County Firewise Community Defensible Space
<b>3. Project Sponsor:</b> Underwood Conservation District
<b>4. Sponsor's Contact Information</b>
<b>a. Contact Name:</b> Dan Richardson (and Tova Tillinghast)
<b>b. Contact Address:</b> PO Box 96, White Salmon, WA 98672
<b>c. Contact Phone:</b> 509-637-7003
<b>d. Contact Email:</b> dan@ucdwa.org (and tova@ucdwa.org)
<b>e. Contact Fax:</b> n/a

<b>5. Project Location:</b> Throughout Skamania County, mostly on private land (with possible work on public property adjacent to homes in wildfire-prone sites).
<b>b. National Forest/District (if applicable)</b> _____ <u>Gifford Pinchot</u> _____
<b>c. Other Lands?</b> State <input type="checkbox"/> Tribal <input type="checkbox"/> Federal <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> Private <input checked="" type="checkbox"/>

<b>6. Project meets following authorized use of funds* (check all applicable uses)</b>
<input type="checkbox"/> Reimbursable Search, Rescue, and Emergency Services on National Forest Lands
<input checked="" type="checkbox"/> Firewise Activities
<input type="checkbox"/> Training Costs and Equipment Purchases directly related to emergency services
<input checked="" type="checkbox"/> Community Wildfire Protection Plans
<input type="checkbox"/>
*See application instructions package for expanded definition of authorized uses



**7. Project Description**  
**a. Describe the project**

The Skamania County Firewise project centers around supporting residents and small Wildland-Urban Interface (WUI) communities in reducing their risk from wildfire. Through this program, Underwood Conservation District (UCD) assists people in strengthening their “defensible space” to preserve life and property in event of a wildland fire. Participation is, of course, strictly voluntary.

Core services provided by this program over the past several years have included:

- A mobile chipper service to reduce brush and woody debris around homes;
- Public tabling and films events, workshops and publications;
- In-person technical assistance for rural homeowners;
- An incentive program for residents to hire professional contractor help in lowering their wildfire risks;
- Coordination of community-scale fuels-reduction projects, as opportunities allow.

For the 2022-23 Firewise Program, UCD proposes to continue these efforts, re-invigorating the incentive program for residents, and also moving forward some proposed community projects in Mill A and elsewhere. Community-scale projects traditionally hosted in the Swift Lake area will be supported, as will other multi-property efforts as they arise.

**b. Identify project readiness**

UCD is ready to continue Firewise operations immediately, as funding allows. Renewing the Title III funding in summer 2022 will allow residents and communities to continue work through the most intense months of this wildfire season and prepare for 2023.

**c. Identify project partners and how they will work together**

Key partners evolve over the years, based on their capacity, interest, and conditions on the ground. UCD has partnered with numerous groups and agencies, including Skamania County Forest Youth Success (FYS); several fire protection districts; rural communities and cabin/homeowner associations at Northwestern Lake, Swift Lake, Skamania Landing, Interlaken, Mineral Springs, and elsewhere; Saving Skamania County; and Washington Department of Natural Resources (DNR).

The most important partners are Skamania County residents themselves. Homeowners and residents must be engaged around their homes to reduce wildfire hazards – we are here to support that, but we neither mandate the work nor can we do it for them, most of the time. (We do assist occasional residents who are elderly or otherwise unable to carry out limbing, brushing, etc.). Every mobile chipper visit we arrange, for example, comes after hours of a resident’s own work improving their defensible space.

We will continue identifying and strengthening partnerships wherever we can in 2022-23.

**d. Identify if this is a continuation of a previously funded Title III project.**

Yes, Skamania County Firewise is the continuation of a previously funded Title III project (“Skamania County Firewise, 2021-22”).



*The mobile chipper funded by the Skamania County Firewise Program, removing brush piles from around a rural home near Underwood. (UCD staff photo)*

**8. Statement of Project Goals and Objectives (address each question)**

**a. What are the expected outcomes of the project?**

- The 2022-23 Firewise program will assist least 75 Skamania County households with technical assistance, the mobile chipper service, and/or direct management of community-scale defensible space project.
- UCD staff expect to coordinate at least two community-scale Firewise projects (community clean-up, CWPP-identified projects, shaded fuelbreaks, etc.), based on identified need with a community partner, such as a fire district or homeowners group.
- Conduct outreach at two or more community events, including and at least one UCD-produced workshop.
- Continuing to refresh and update several wildfire information/awareness kiosks’ large signage at two or three sites in Skamania County.

**b. How does the project meet the purposes of the legislation?**

The Secure Rural Schools and Community Self-Determination Act's call to "provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires..."

The Skamania County Firewise Program acts in both the letter and the spirit of this legislation. This program's work is an ongoing effort to empower residents to adapt to wildfire and lower their risks from it. The specifications we use in carrying out this work are drawn from the Act and advisory documents on how to best implement it.

**c. How is the project in the best public interest? Identify benefits to community and federal lands.**

This program reduces the risks to individual homes and communities in the WUI, which is a compelling public interest, whether measured in terms of personal financial impact, community resilience, and firefighter safety. Wildfire research and experiences around the West shows that there's no such thing as fire-proof. But there is tilting the odds of a home surviving a wildfire by improving defensible space and homeowner awareness. The Skamania County Firewise Program serves people directly, person to person, in working to head off some of the foreseeable threat that wildfire poses to rural homes and communities.

The work carried out under this program also benefits adjacent federal lands, in that Skamania County residents live in proximity to an enormous area of the Gifford Pinchot National Forest. Some communities are surrounded by it. Fire is no respecter of boundaries, and work to reduce the threat of calamitous wildfire benefits all concerned.

**9. Measurement of Project Accomplishments/Expected Goals:**

<b>OUTCOME</b>	<b>Explanation</b>
<b>Total Miles:</b>	-
<b>Total Acres:</b>	25+ acres, estimated, of private land via the mobile chipper service, and coordinated community work crew projects.
<b>Number of Labor Days:</b>	At least 50 full staff-days from UCD Firewise technicians, plus at least 6-8 full days of chipping labor, and a significantly greater in-kind match labor from homeowners and other partners – at least another 25 work days in homeowner labor, we estimate.
<b>Estimated Participants:</b>	We estimate service to 75 or more households; and, an unknown hundreds of people informed through articles, mailers and other outreach efforts.
<b>Other (Specify):</b>	-

**10. Estimated Project Start Date:** July 15, 2022

**11. Estimated Project Completion Date:** June 15, 2023

**12. Readiness to Proceed: Are permits, environmental clearances, signed agreements, volunteers, etc. in place?**  Yes  No (if No, explain)

Permits are not generally required to work on wildfire hazard-reduction activities around homes with landowners. We assist landowners, when necessary, to engage relevant environmental compliance authorities (e.g., the National Scenic Area), on a site-by-site basis. We sign agreements with landowners involved with contract crews, youth crews and similar projects they do not perform themselves. Other agreements (e.g., mobile chipper contracting) are produced and signed during the course of the work season; we are familiar with those and anticipate no delays in producing them as needed.

**13. Applicant's qualifications and past experience with similar type projects (describe)**

UCD is a public, local agency operating under state laws and regulations. Firewise is one of several natural resource programs and grants that UCD operates every year. Agency staff receive high marks in periodic state audits. UCD staff implements the Skamania County Firewise Program with professionalism and efficiency.

UCD has operated this program since approximately 2012, with varying levels of funding and outcomes, but with a steady presence. Staff have provided technical advice and assistance to at least several hundred residents over the years. Additionally, UCD has participated in presentations and workshops. More than 800 residences have been served through the mobile chipper service.

**Title III Funding Request:**

**a. Total Skamania County 2022-2023 Title III Funds Requested: \$38,580.67**

**14. Monitoring Plan:**

**a. How will you measure your project success and the quantifiable outcomes identified in Question 8?**

We track several areas, including:

- Documentation by residents participating in Firewise programs, including approximate acreage and location (community or locale) of fuels-reduction treatments, dollars spent, landowner hours contributed and number of landowners assisted.

- Documentation of Firewise community-scale demonstration project outcomes, such as the number of community members and volunteers involved, acres treated, publicity received and community response.
- The number and approximate location (community or locale) of Skamania County residents participating in the mobile chipper service and the Firewise Incentive Program.
- The number and approximate location of Skamania County residents given individual home wildfire hazard assessments and related one-on-one technical assistance.
- Other pertinent metrics, such as the location, curriculum and number of residents attending free public Firewise workshops completed in Skamania County.

**b. How will you report this information back to the Skamania County Commissioners:**

By a year-end written report.

**PROJECT WORK PLAN**

**15. Lists the tasks and time frame. Name Individual(s), consultant(s), organization(s) responsible**

<u>Tasks</u>	<u>Time Frame – Dates</u>	<u>Responsible Party/Name</u>
Manage the Mobile Chipper Service – publicity, scheduling, contracting.	Through funding period (July 2022-June 2023).	UCD Staff (FW Coordinator, Technician)
Provide technical assistance to community members for the planning and coordination of Firewise Community projects. Objective: <i>At least two</i> community-scale projects.	Through funding period	UCD Staff in partnership with cooperating communities, agencies
Provide individual Wildfire-Hazard Home Assessments and other technical assistance to Skamania County residents.	Through funding period	UCD Staff (FW Coordinator, Technician)
Provide public presentations and outreach information to Skamania County residents. Objective: participate or host <i>at least two</i> public informational events.	Through funding period	UCD Staff (FW Coordinator, Technician)
Project administration and vouchering.	Monthly: through funding period.	UCD Staff (Admin)

**Project Budget (Include any in-kind personnel, good, services)**

<b>Item</b>	<b>County Title III Funds Requested</b>	<b>Other County Or Local agency Funds</b>	<b>State, Federal Or Other Contributions</b>	<b>Total Available Funds</b>
17. Salaries	13,147.41			
18. Benefits	5,207.74			
19. Materials & Supplies	750.00			
20. Contracted Services	17,390.00			
21. Travel	250.00			
22. Interfund Costs	0.00			
23. Other operating Costs	0.00			
24. Operations Subtotal	36,745.16			
25. Indirect Sponsor Costs for non-county projects (non-profits, other government agencies, etc) (project administration/ overhead not to exceed 12.5%)	1,835.52	N/A	N/A	N/A
26. Capital Costs (specify)	0.00			
27. Total Project Budget	38,580.67			

**28. Identify Source(s) and amounts of other County or local agency contributions in budget:**

We attempt to partner with other local agencies (fire districts, e.g.) on outreach and project identification, but we do not get funding from those partners.

**29. Identify Source(s) of state, federal, and other contributions in budget:**

We have not budgeted for additional matching funds that may be forthcoming from the state for wildfire-reduction programs. The chance of that is real but unquantifiable at this time. Additionally, we are not listing allied or matching funds that might be brought to bear by Washington DNR. This, too, remains a possibility, especially in western Klickitat County.

**30. Attach a worksheet that shows calculations for budget line items (i.e. personnel positions, hours, rates of pay, benefits, listing of contracted services and amounts.)**



Outcome	Salaries		Travel	Materials and Supplies		Contracted Services		District Operating Costs	Total 2021-22 Title III Request
	Position	Project Hrs/Yr		Cost	Project Hrs/Yr	Cost	Description		
Outreach, Education & Project Implementation	District Manager	16	792.52	16	400.00	250.00	50.00	350.00	
	Firewise Coordinator	225	7,749.72	225	2,657.51		100.00	8,000.00	
	Firewise Technician	100	3,444.32	100	1,253.35		100.00	4,000.00	
	Firewise						100.00	2,540.00	
	Admin	32	1,169.85	32	536.13		400.00	2,600.00	
<b>Sub-Total</b>		<b>373.00</b>	<b>13,147.41</b>		<b>5,207.74</b>	<b>250.00</b>	<b>750.00</b>	<b>17,390.00</b>	<b>18,590.67</b>
<b>Totals (Cumulative)</b>			<b>\$ 13,147.41</b>		<b>\$ 85,355.16</b>	<b>\$ 18,605.16</b>	<b>\$ 83,355.16</b>	<b>\$ 17,390.00</b>	<b>\$ 38,530.67</b>
									<b>38,530.67</b>
									<b>TOTAL REQUEST</b>