

LION'S CLUB
EGG DAY'S CAR SHOW
APPLICATION



City of Winlock

323 N.E. First Street/PO Box 777
Winlock, WA. 98596-0777
(360) 785-3811/fax (360)-785-4378
cityclerk@cityofwinlock.com

Special Event Permit Application (\$25.00 required along with application)

Event Producer Contact Information

Name of Applicant* Jodie Curtis

Name of Organization/Individual Winlock Lions Club

Mailing Address P.O. Box 174

City Winlock State Wa Zip Code 98596

Phone # 360-523-4907 Cell Phone # _____

Email Address _____ Fax # _____

Onsite Contact Name Scott Collins Contact # (360) 523-4907

Emergency Contact(s) Kristi Bridgman Contact # (206) 423-3313

Insurance Provider DSP INS. SERVICE Policy # 22667

Insurance Agent Name JENI ADAMS Phone # 800-316-6705

Tax ID or Business License # 91-6058485 NON-PROFIT

Who is the beneficiary of this event, if any? N/A

*If applicant is working on behalf of, or for the organization, and is not an employee of the organization, please provide a letter from the sponsoring organization that shows authorization for the individual applicant to work on behalf of the organization, certifying that the applicant will be financially responsible for any costs or fees that may be imposed for the special event, and a copy of the tax exemption letter from the IRS if the applicant claims to be a tax-exempt nonprofit organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams		
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186	
E-MAIL ADDRESS: lionsclubs@dspins.com			
INSURED winlock lions club winlock Washington	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		HDO G48333205	09/01/2023	09/01/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 10,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISA H10778906	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DEF <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Egg days June 14-16 2024
 PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER**CANCELLATION**

Heidi Uhrli
 Po Box 593
 WINLOCK Washington 98596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Special Event Information

Event Name Winlock Custom Car Show
 Proposed Event Date(s) June 15, 2024
 Proposed Event Operating Time(s) 6:30 am - 3 pm
 Proposed Event Location E. Walnut to Fir on E front st including all of Pine + Cedar
 Proposed Event Set-up Time 6:30 am
 Proposed Clean Up Time 3 pm - 4 pm
 Estimated Attendance # 5,000 people / 120 cars
 Purpose of Event Community Car Show

This Event Includes the Following (Check all that apply)

Walk / Run / Bike Route	Parade
Please attach a detailed course map and written production area.	Location of assembly with narrative traffic control plan indicating street closures and flagger locations. Location of viewing stand: _____ Location of disbanding area: _____
Beer Garden <u>N/A</u>	Designated Parking
Anticipated capacity? _____ Desired Location _____	List all spaces requested here. _____ *Please include a parking plan that includes the location of ADA accessible spaces.
<input checked="" type="checkbox"/> Portable Toilets	Animals
Number of regular units: <u>1</u> *Number of ADA accessible units: <u>1</u> *The ADA requires at least one accessible unit per cluster up to 20 units or 25% of total number of units at least including quantity. If your event will only have one unit, it must be ADA compliant.	List of animals involved in event.
<input checked="" type="checkbox"/> Vehicles	<input checked="" type="checkbox"/> Band / Music Performers
Type of vehicles involved: <u>Cars/Trucks</u> Number of vehicles involved: <u>120</u>	Number of Bands / Performers Names: <u>2 DJs</u> Type of Music to be played: <u>oldies</u>
Police and Fire Information	Police and Fire Information
Tents	Fenced Area
With or without side walls, greater than 400 square feet (single tents larger than 20x20 or multiple tents less than 12 feet apart)	(Such as a beer garden) flames / burning, torches, candles etc.... Proposed occupant load:
Amusement Building/Fair, Carnival Rides	Pyrotechnic Displays
<input checked="" type="checkbox"/> Fuel Powered Equipment / Machinery	Other Event Not Listed
Propane, gasoline, <u>diesel</u> , etc.... Please describe equipment and fuel: <u>generator to power stage</u>	Describe: _____

*If you are holding your event on private property (such as a parking lot) please provide a letter from the property owner indicating permission for you to hold the event at that location.

Security Plan

Your security plan should be what you plan to do in case of an emergency at your event. If your event is fenced or has a fenced area (such as a beer garden) additional information is needed regarding emergency exits, security guards, alcohol monitors, etc.....

Please identify the following:

Location and number of First Aid Kits N/A

Number of trained security personnel N/A Name of contracted security company N/A

Number of trained security volunteers N/A Number of alcohol monitors (beer garden events) N/A

Emergency evacuation plan for fenced events and events with a fenced area (beer garden events)

Who calls 911 in the event of an emergency? Any member of Coachmen Car Club

Is there a CPR certified person onsite throughout the event?

Names: Kristi Bridgman

Garbage / Cleanup Plan

Do you plan to sell food and/or beverages at your event? YES NO

If "YES", will you be using disposable plates and/or cups? YES NO

For events at Winolequa Park please check all that apply:

Remove all garbage from the Park Use park dumpster Rent a dumpster

For all other events please describe your plan for disposing of garbage generated by or disposed of at your event:

Dumpsters are available for a fee from City Sanitary Company. City Sanitary may also be able to provide recycling containers. To arrange for extra dumpsters from City Sanitary, please call: (360) 736-4769

***State law requires that vendors selling beverages in single use aluminum, glass or plastic bottles or cans provide recycling.

Neighborhood Notifications

Event organizers must notify neighbors within 300 feet of the event at least two weeks prior to the event. This includes businesses. Notification should be in writing (email is acceptable) and include times when traffic/parking and/or noise may be affected in the area.

I certify that I will contact neighbors and/or abutting businesses of my event and have attached a copy of my notification to them.

Insurance Requirements - THE LIONS - ON FILE

A Certificate of Insurance must be submitted with this permit application under the following conditions. Unless otherwise stated and agreed to, the insured will be responsible for any damage to existing site property and/or facilities and/or in-place equipment.

The wording on the Certificate of Liability Insurance should include: "The certificate holder is afforded coverage as an additional insured buy only with respects to claims arising out of the negligence of the named insured." The certificate holder must be named in the designated box as The City of Winlock, PO Box 777, Winlock, WA 98596

The City of Winlock requires event insurance prior to the issuance of a permit. Commercial General Liability Insurance must be on appropriate form generated by the Insurance Agent or Insurance Company whichever is applicable. The limits and aggregates are as follows:

- Per Occurrence Limit = \$1,000,000.00
- General Aggregate Limit = \$2,000,000.00
- Product Completed Operations Aggregate Limit = \$1,000,000.00
- Coverage Trigger – The insurance must be written on an "occurrence" basis and must be indicated on the Certificate of Liability. Claims made policies will not be acceptable.
- City named as additionally insured on the Commercial General Liability Policy and must be shown on the certificate as additionally insured, not just the certificate holder.
- Liquor liability or fireworks insurance are required for events involving service of alcoholic beverages or the use/demonstration of fireworks. Liquor liability coverage shall be per occurrence limit of \$1,000,000.00.

Proof of Other Permits Obtained

If your event requires other permits from entities other than the City of Winlock, please provide proof that you have obtained such permit(s).

You will need a Washington State Liquor Permit or License if you are having a beer garden, you may need to contact the Lewis County Health Department if your event is cooking and/or serving food, etc....

Hold Harmless Agreement

Whereas, LIONS CLUB (Grantee) has applied for a Special Event Permit under Winlock Municipal Code.

Now, therefore, Grantee on behalf of itself, its agents, heirs, and assignees, and in consideration of the grant of the Special Event Permit, and other good and adequate consideration, the receipt of which is hereby acknowledged, agrees to indemnify, hold harmless and defend the City of Winlock, its appointed and elected officers, employees, agents and assignees from any and all claims which may arise or be claimed to arise as a result of granting this permit.

The City shall not be liable to the Grantee or any other parties for any claim whatsoever arising in connection with this permit, except for negligence solely and entirely the fault of the City.

The grantee shall obtain and maintain a general liability insurance policy naming the City of Winlock as additionally insured. The minimum amount of coverage in this policy shall be \$2,000,000.00 general aggregate, \$1,000,000.00 personal injury and \$1,000,000.00 per occurrence.

Dated this 4th day of June, 2024

Signature: Jodi Curtis

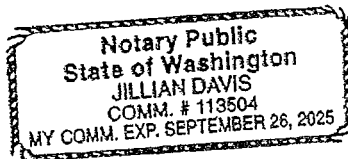
STATE OF WASHINGTON)
):ss
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that Jodi Curtis is the person who appeared before me, and said person acknowledged that he/she/it signed this instrument and acknowledged that he/she/it has the _____ authority of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

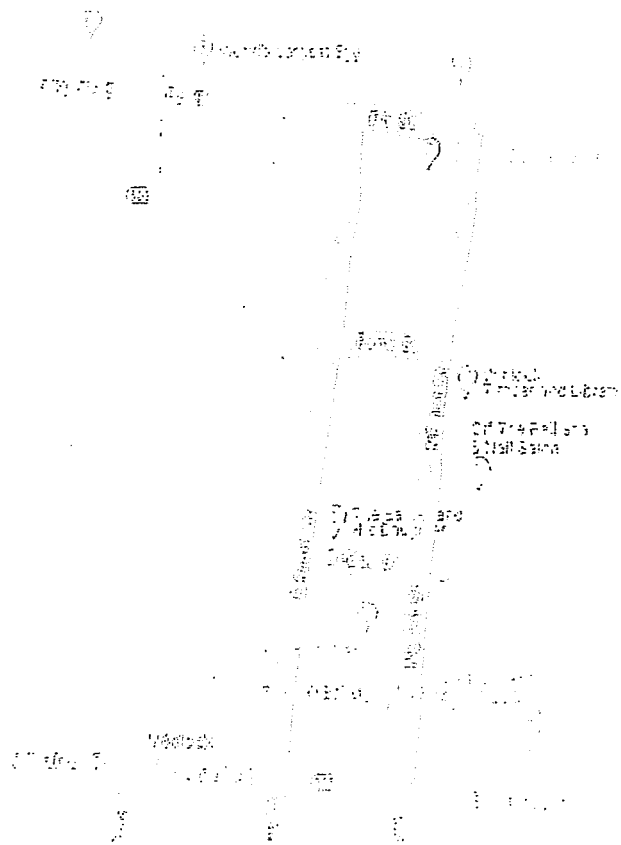
Dated: June 4 2024

Signature: Jillian Davis

My appointment expires: 09.26.2025



THIS PAGE FOR APPLICANT TO
SKETCH/DIAGRAM OF THE AREA(S) TO BE USED



VERIFICATION & AUTHORIZATION OF
CITY OFFICIALS

Mayor

Comments if
applicable: _____

Signature _____

Date _____

Police Department

Comments if
applicable: NO ISSUES, APPROVED

 _____

901

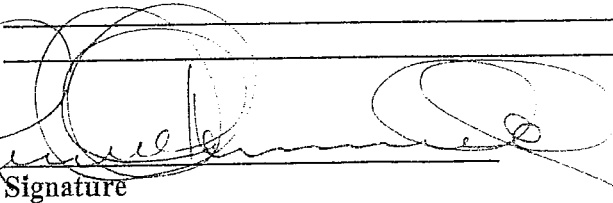
Signature

6-4-24

Date

Fire District #15

Comments if
applicable: NO ISSUES APPROVED

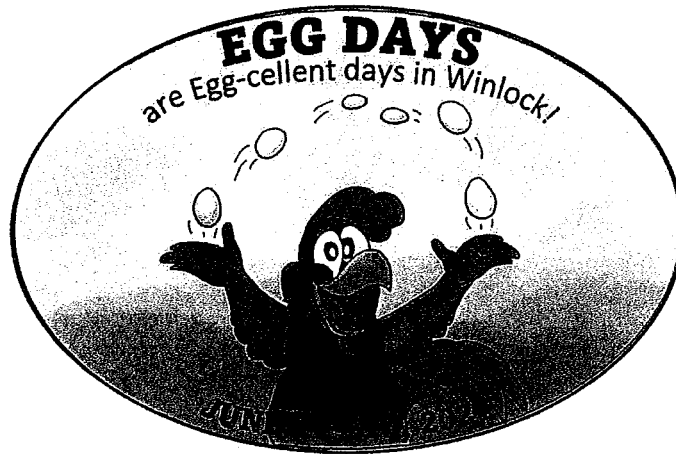
 _____

Signature

6/4/24

Date

This form must be completed prior to returning the Special Event Application to the City Office.



NSF FUNDS POLICY

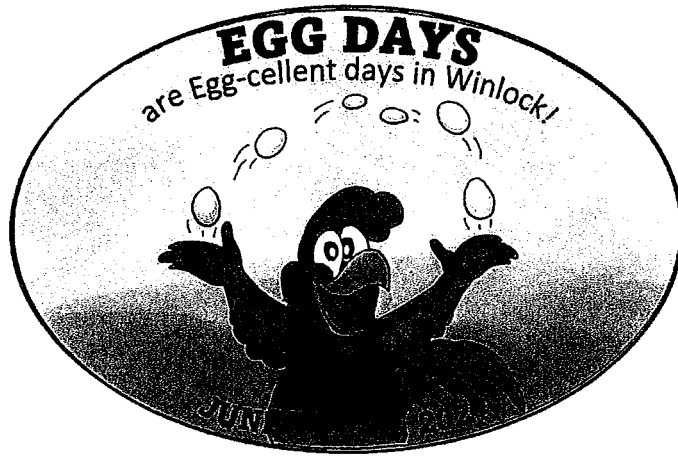
City of Winlock

NSF CHECK NON-SUFFICIENT OR RETURNED FUNDS POLICY

- A fee shall be charged per the current City of Winlock fee schedule for all checks, debit cards, or e-check payments returned for nonsufficient funds. Payment will become null and void.
- In accordance with the Winlock Municipal Code (WMC) 13.40.150, all NSF checks funds will be subject to the current City of Winlock fee schedule. The fee will be billed onto the customer's utility account(s) assessed to miscellaneous invoices or to court records. For utilities, If more than one (1) utility account is affected, each additional utility account will be subject to the current City of Winlock fee schedule.
- NSF checks funds must be paid in full with cash, money order, cashier's check or (no credit or debit cards accepted)
- If an NSF check fund is not paid in full within twenty-four (24) hours of notice or arrangements made with the City Treasurer, including the NSF fee, utility service will be locked until paid, except in accordance with HB 1329 passed April 2023 a Moratorium on water shutoff for inability to pay during a weather service heat related warning or alert will take precedence.
- If more than one (1) NSF check fund is received within a one-year period, an alternate form of payment will be required by using cash, money order, or cashier's check, for a period of one (1) year. (Ord. 1138 § 1, 2023)

Date Approved: _____

Brandon Svenson, Mayor



PUBLIC DEFENDER AGREEMENT

- ***Jacob R. Clark***

AGREEMENT AND CONDITIONS RELATING TO APPOINTMENT OF PUBLIC DEFENDER FOR CITY OF WINLOCK.

In mutual consideration of the following terms and conditions the Parties agree to the following:

1. PARTIES

Parties to this Agreement shall be the City of Winlock Court, hereinafter referred to as "The City" and the undersigned attorney hereinafter referred to as the "Public Defender".

2. PRELIMINARY ARTICLE

- 2.1 The Public Defender shall be a qualified attorney admitted to the practice of law in the State of Washington and shall be bound to act in accordance with the Rules of Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington.
- 2.2 The Public Defender shall have demonstrated experience in representing parties in criminal matters at a level acceptable to the Court.
- 2.3 The City requires that the Public Defender act in an independent and professional manner consistent with the best legal interests of the client said attorney will serve. To that end, the City agrees not to make any judgment concerning the qualifications or performance by a Public Defender which is based upon a difference of legal interpretation between a Public Defender and the City.
- 2.4 The Public Defender shall maintain malpractice insurance during the entire period of the contract and shall provide proof of such insurance to the City.

3. TERMS OF APPOINTMENT

- 3.1 The term of performance of this Agreement will be for a period From June 1, 2024 until the close of business on the 31st day of December 2025. The Public Defender shall continue to represent to final disposition all clients appointed within the period of this Agreement.
- 3.2 The Public Defender shall have the right to termination without cause. In case of such termination of appointment, the Public Defender shall provide thirty (30) days written notice of termination prior to the effective date of any voluntary termination and the affected Public Defender shall exercise all reasonable efforts to complete all cases currently in process.

4. FEE FOR SERVICES

Legal Services to be performed will be compensated by unit. A unit shall be defined as any of the following;

- 4.1 Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all stages including pre-trial release, pre-trial hearings, suppression hearings, trial confirmation hearings, change of plea and sentencing. Cases involving a single incident and offense date will be treated as one unit regardless of the number of charges or citations filed.
- 4.2 Representation of criminal defendants for a jury trial will be counted as an additional five units per day in trial. Jury trials begin upon empaneling a jury.
- 4.3 A bench trial shall be counted as an additional two units. Bench trial begin upon opening statement.
- 4.4 A filed motion shall be counted as an additional one unit and an additional 1.5 units for a hearing on such motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units per case number
- 4.6 Post-trial motions and post-sentencing hearings will not be compensated additionally, nor is the Public Defender appointed for such hearings.
- 4.7 The Public Defender shall be reimbursed for expert witness fees and other out of pocket expenses when approved by the Court in advance.
- 4.8 The Public Defender may request additional units on a case when circumstances warrant additional payment as determined by the presiding Judge.
- 4.9 The Public Defender's representation terminates upon entry of a Judgment and Sentence or Withdrawal Order.
- 4.10 If a Defendant has failed to appear in Court as ordered and at least six (6) months have elapsed there from without the Defendant having personally appeared in Court, the Public Defender representation shall continue, and the case shall be treated as new appointment.
- 4.11 Public Defender shall appear at arraignment calendar to assist unrepresented defendants. Appearing at an arraignment calendar will be 1.5 units.
- 4.12 Any charge of DUI, Physical Control, Assault Fourth Degree, or any violation of a protection order, no contact order or antiharassment order will be an additional 1.0 units. Any other charges that allege domestic violence will be an additional .5 units.
- 4.13 Any case requiring the services of an interpreter shall be an additional unit.

5. RATE OF COMPENSATION

- 5.1 The City shall pay the Public Defender the sum of \$300 for each unit for 2024.
- 5.2 The Public Defender shall provide to the City a Statement of Services Completed describing the number of units completed.
- 5.3 The City shall issue payment monthly for all services provided by the Public Defender, payment shall be made directly to the Public Defender.
- 5.4 The Public Defender shall bill the City for services at the conclusion of the case. If a defendant fails to appear at a court hearing and a warrant is issued, the Public Defender

shall bill for services. If the defendant appears in court within six months after the warrant is authorized to issue, the Public Defender shall not rebill for the same services.

6. SERVICES PROVIDED

- 6.1 Representation of qualified indigents at all stages of proceedings after appointment until withdrawal.
- 6.2 Work cooperatively with the City in scheduling of Court activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.
- 6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with RPC 1.8(m).
- 6.4 The Public Defender shall be allowed to associate and/or substitute counsel at Public Defender's discretion so long as associated counsel meets criteria of section 2.1 through 2.4.

7. WITHDRAWAL BY PUBLIC DEFENDER

- 7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or
- 7.2 Dismissal of the case; or
- 7.3 Entry of a final ruling on a probation case; or
- 7.4 Any other reason approved by the Court.

8. APPEALS

- 8.1 The City shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.
- 8.2 Legal Services on an appeal to Superior Court shall be paid at \$100.0 per hour up to a maximum of three thousand dollars (\$3,000) exclusive of costs, unless a greater amount is provided by the Court. Verified hourly billings shall be presented upon completion prior to payment being made.

9. AMENDING THE AGREEMENT

- 9.1 This agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is an agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.
- 9.2 Should this agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be

waterinconsidered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DO HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF MORTON UNDER THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

THIS APPPOINTMENT SHALL BE EFFECTIVE STARTING JUNE 1, 2024 AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIVED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2026 WHICHEVER SHALL OCCUR FIRST.

CITY OF NAPA VINE

Approved as to form:

By:

BRANDON SVENSON, MAYOR

JAMES M. BUZZARD, WSBA #33555
CITY ATTORNEY

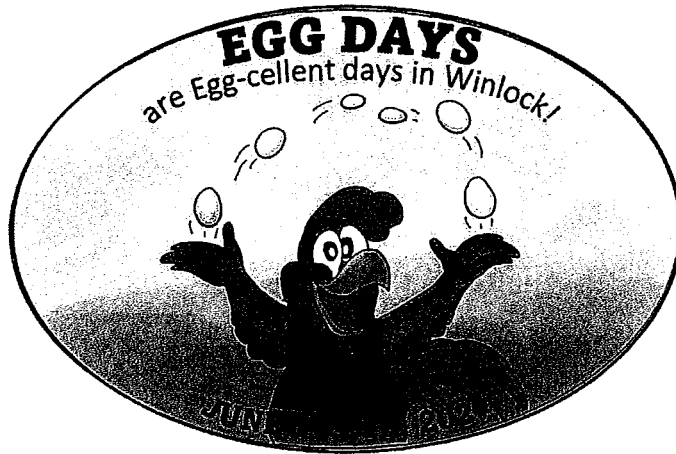
ATTEST:

PUBLIC DEFENDER

CITY CLERK

JACOB R. CLARK, WSBA #38768

DRAFT



PUBLIC DEFENDER AGREEMENT

- ***Joseph O. Enbody***

AGREEMENT AND CONDITIONS RELATING TO APPOINTMENT OF PUBLIC DEFENDER FOR CITY OF WINLOCK.

In mutual consideration of the following terms and conditions the Parties agree to the following:

1. PARTIES

Parties to this Agreement shall be the City of Winlock Court, hereinafter referred to as "The City" and the undersigned attorney hereinafter referred to as the "Public Defender".

2. PRELIMINARY ARTICLE

- 2.1 The Public Defender shall be a qualified attorney admitted to the practice of law in the State of Washington and shall be bound to act in accordance with the Rules of Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington.
- 2.2 The Public Defender shall have demonstrated experience in representing parties in criminal matters at a level acceptable to the Court.
- 2.3 The City requires that the Public Defender act in an independent and professional manner consistent with the best legal interests of the client said attorney will serve. To that end, the City agrees not to make any judgment concerning the qualifications or performance by a Public Defender which is based upon a difference of legal interpretation between a Public Defender and the City.
- 2.4 The Public Defender shall maintain malpractice insurance during the entire period of the contract and shall provide proof of such insurance to the City.

3. TERMS OF APPOINTMENT

- 3.1 The term of performance of this Agreement will be for a period From June 1, 2024 until the close of business on the 31st day of December 2025. The Public Defender shall continue to represent to final disposition all clients appointed within the period of this Agreement.
- 3.2 The Public Defender shall have the right to termination without cause. In case of such termination of appointment, the Public Defender shall provide thirty (30) days written notice of termination prior to the effective date of any voluntary termination and the affected Public Defender shall exercise all reasonable efforts to complete all cases currently in process.

4. FEE FOR SERVICES

Legal Services to be performed will be compensated by unit. A unit shall be defined as any of the following;

- 4.1 Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all stages including pre-trial release, pre-trial hearings, suppression hearings, trial confirmation hearings, change of plea and sentencing. Cases involving a single incident and offense date will be treated as one unit regardless of the number of charges or citations filed.
- 4.2 Representation of criminal defendants for a jury trial will be counted as an additional five units per day in trial. Jury trials begin upon empaneling a jury.
- 4.3 A bench trial shall be counted as an additional two units. Bench trial begin upon opening statement.
- 4.4 A filed motion shall be counted as an additional one unit and an additional 1.5 units for a hearing on such motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units per case number
- 4.6 Post-trial motions and post-sentencing hearings will not be compensated additionally, nor is the Public Defender appointed for such hearings.
- 4.7 The Public Defender shall be reimbursed for expert witness fees and other out of pocket expenses when approved by the Court in advance.
- 4.8 The Public Defender may request additional units on a case when circumstances warrant additional payment as determined by the presiding Judge.
- 4.9 The Public Defender's representation terminates upon entry of a Judgment and Sentence or Withdrawal Order.
- 4.10 If a Defendant has failed to appear in Court as ordered and at least six (6) months have elapsed there from without the Defendant having personally appeared in Court, the Public Defender representation shall continue, and the case shall be treated as new appointment.
- 4.11 Public Defender shall appear at arraignment calendar to assist unrepresented defendants. Appearing at an arraignment calendar will be 1.5 units.
- 4.12 Any charge of DUI, Physical Control, Assault Fourth Degree, or any violation of a protection order, no contact order or antiharassment order will be an additional 1.0 units. Any other charges that allege domestic violence will be an additional .5 units.
- 4.13 Any case requiring the services of an interpreter shall be an additional unit.

5. RATE OF COMPENSATION

- 5.1 The City shall pay the Public Defender the sum of \$300 for each unit for 2024.
- 5.2 The Public Defender shall provide to the City a Statement of Services Completed describing the number of units completed.
- 5.3 The City shall issue payment monthly for all services provided by the Public Defender, payment shall be made directly to the Public Defender.
- 5.4 The Public Defender shall bill the City for services at the conclusion of the case. If a defendant fails to appear at a court hearing and a warrant is issued, the Public Defender

shall bill for services. If the defendant appears in court within six months after the warrant is authorized to issue, the Public Defender shall not rebill for the same services.

6. SERVICES PROVIDED

- 6.1 Representation of qualified indigents at all stages of proceedings after appointment until withdrawal.
- 6.2 Work cooperatively with the City in scheduling of Court activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.
- 6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with RPC 1.8(m).
- 6.4 The Public Defender shall be allowed to associate and/or substitute counsel at Public Defender's discretion so long as associated counsel meets criteria of section 2.1 through 2.4.

7. WITHDRAWAL BY PUBLIC DEFENDER

- 7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or
- 7.2 Dismissal of the case; or
- 7.3 Entry of a final ruling on a probation case; or
- 7.4 Any other reason approved by the Court.

8. APPEALS

- 8.1 The City shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.
- 8.2 Legal Services on an appeal to Superior Court shall be paid at \$100.0 per hour up to a maximum of three thousand dollars (\$3,000) exclusive of costs, unless a greater amount is provided by the Court. Verified hourly billings shall be presented upon completion prior to payment being made.

9. AMENDING THE AGREEMENT

- 9.1 This agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is an agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.
- 9.2 Should this agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be

considered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DO HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF MORTON UNDER THE TERMS AND CONDITIONS AS SET FORTH ABOVE.

THIS APPOINTMENT SHALL BE EFFECTIVE STARTING JUNE 1, 2024 AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIBED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2026 WHICHEVER SHALL OCCUR FIRST.

CITY OF NAPA VINE

Approved as to form:

By:

BRANDON SVENSON, MAYOR

JAMES M. BUZZARD, WSBA # 33555
CITY ATTORNEY

ATTEST:

PUBLIC DEFENDER

CITY CLERK

JOSEPH O. ENBODY, WSBA #21445

Draft

CURRENT FOR REFERENCE

AGREEMENT AND CONDITIONS RELATING TO APPOINTMENT OF PUBLIC DEFENDER FOR THE CITY OF WINLOCK MUNICIPAL COURT

In mutual consideration of the following terms and conditions the Parties agree to the following:

1. PARTIES

Parties to this Agreement shall be the Winlock Municipal Court, hereinafter referred to as "The Court" and the undersigned attorney herein after referred to as the "Public Defender".

2. PRELIMINARY ARTICLE

2.1 The Public Defender shall be a qualified attorney admitted to the practice of law in the State of Washington and shall be bound to act in accordance with the Rules of Conduct established by the Washington State Bar Association as adopted by the Supreme Court of the State of Washington.

2.2 The Public Defender shall have demonstrated experience in representing parties in criminal matters at a level acceptable to the Court.

2.3 The City requires that the Public Defender act in an independent and professional manner consistent with the best legal interests of the client said attorney will serve. To that end, the City agrees not to make any judgment concerning the qualifications or performance by a Public Defender which is based upon a difference of legal interpretation between a Public Defender and the City.

2.4 The Public Defender shall maintain malpractice insurance during the entire period of the contract and shall provide proof of such insurance to the City.

3. TERMS OF APPOINTMENT

3.1 The term of performance of this Agreement will be for a period from August 1, 2023, until the close of business on the 31st day of December 2026. The Public Defender shall continue to represent to final disposition all clients appointed within the period of this Agreement.

3.2 The Public Defender shall have the right to termination without cause. Any termination shall be handles in a courteous and professional manner, and only after conversation between the Court and the Public Defender. In case of such termination of appointment, the Public Defender shall provide thirty (30) days written notice of termination prior to the effective date of any voluntary termination and the affected Public Defender shall exercise all reasonable efforts to complete all cases currently in process.

4. FEE FOR SERVICES

Legal services to be performed will be reimbursed by unit. A unit shall be defined as any of the following:

4.1 Representing and advising a criminal defendant accused of either a misdemeanor or gross misdemeanor offense through all stages including pre-trial release, pre-

trial hearings, suppression hearings, trial confirmation hearings, change of plea and sentencing. Cases involving a single incident and offense date will be treated as one (1) unit regardless of the number of charges or citations filed.

- 4.2 Representation of criminal defendants for a jury trial will be counted as an additional five (5) units per day in trial. Jury trials begin upon empaneling a jury Bench trials begin upon opening statement.
- 4.3 A bench trial shall be counted as an additional two (2) units.
- 4.4 A filed suppression motion shall be counted as an additional one (1) unit and 1.5 units for a hearing on the motion.
- 4.5 Representing a defendant on a probation violation hearing will be counted as .75 units.
- 4.6 Post trial motions and sentencing hearings will not be compensated additionally, nor is the Public Defender appointed for such hearings.
- 4.7 The Public Defender shall be reimbursed for expert witness fees and other out-of-pocket expenses when approved by the Court in advance.
- 4.8 The Public Defender may request additional units on a case when circumstances warrant additional payment as determined by the presiding Judge.
- 4.9 The Public Defender's representation terminates upon entry of a Judgement and Sentence or Withdrawal Order.
- 4.10 If a Defendant has failed to appear in Court as ordered and at least six (6) months have elapsed there from without the Defendant having appeared in Court, the Public Defender representation shall continue, and the case shall be treated as a new appointment.
- 4.11 Appearing at an arraignment calendar will be 1.5 units.
- 4.12 Any charge of DUI, Physical Control or allegation of Domestic Violence will be an additional .5 units.

5. RATE OF COMPENSATION

- 5.1 The Court shall pay the Public Defender the sum of \$190 for each unit for 2023; \$200 for each unit for 2024, 2025 and 2026.
- 5.2 The Public Defender shall provide to the City a Statement of Services completed describing the number of units completed.
- 5.3 The City shall issue payment monthly for all services provided by the Public Defender, payment shall be made directly to the Public Defender.

6. SERVICES PROVIDED

- 6.1 Representation of qualified indigents at all stages of proceedings after appointment until withdrawal.
- 6.2 Work cooperatively with the Court in the scheduling of Court activities and appearances to enhance the efficiency of the Court and provide timely legal representation to the client.
- 6.3 Where a conflict of interest exists in a case assigned to the Public Defender, the City shall be responsible for arranging qualified substitute counsel and compensation to that attorney in accordance with the RPC 1.8(m).

6.4 The Public Defender shall be allowed to associate and/or substitute counsel from Public Defender's firm.

7. WITHDRAWAL BY PUBLIC DEFENDER

- 7.1 At any time after a verdict of acquittal or a judgment and sentence is entered; or
- 7.2 Dismissal of the case; or
- 7.3 Entry of a final ruling on a probation case; or
- 7.4 Any other reason approved by the Court.

8. APPEALS

- 8.1 The Court shall appoint a Public Defender to handle appeals from the Judgment of the Court. Appellate representation may be assigned to a different Public Defender than trial counsel. Trial counsel may request appointment of the appeal unless the Defendant believes a conflict exists.
- 8.2 Legal services on an appeal to Superior Court shall be paid at \$100.00 per hour up to a maximum of two thousand dollars (\$2,000.00) exclusive of costs unless a greater amount is approved by the Court. Verified hourly billings under penalty of perjury must be presented upon completion prior to payment being made.

9. AMENDING THE AGREEMENT


- 9.1 This Agreement may be amended by the parties without further additional consideration being exchanged during the term of performance if there is agreement by both parties. The term of performance of this Agreement may be extended by mutual agreement of the parties.
- 9.2 Should this Agreement be executed after the actual beginning of the term of performance by the Public Defender, the effective date of this Agreement shall be considered to be the date performance by the undersigned Public Defenders actually began and not the date of the execution of this Agreement.

THE UNDERSIGNED MEMBER OF THE WASHINGTON STATE BAR ASSOCIATION DOES HEREBY ACCEPT AN APPOINTMENT AS A PUBLIC DEFENDER OF INDIGENTS ACCUSED IN THE CITY OF WINLOCK UNDER THE TERMS AND CONDITIONS SET FORTH ABOVE.

THIS APPOINTMENT SHALL BE EFFECTIVE STARTING AUGUST 1, 2023, AND CONTINUE UNTIL CANCELLED BY AN AFFIRMATIVE ACT OF EITHER PARTY AS DESCRIBED IN SAID AGREEMENT, OR UNTIL DECEMBER 31, 2026, WHICHEVER SHALL OCCUR FIRST.

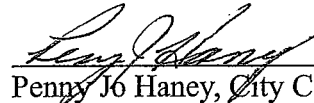
CITY OF WINLOCK

By:



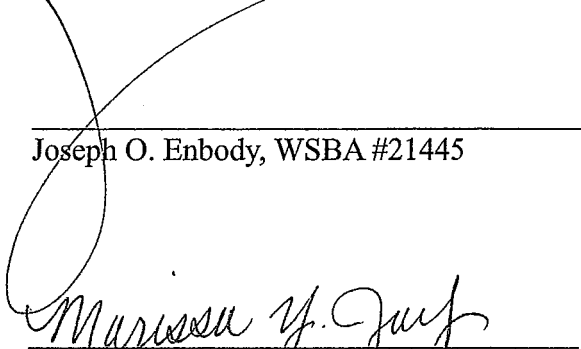
Brandon Svenson, Mayor

Attest:

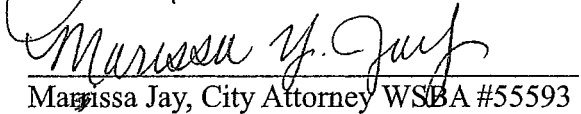


Penny Jo Haney, City Clerk

PUBLIC DEFENDER

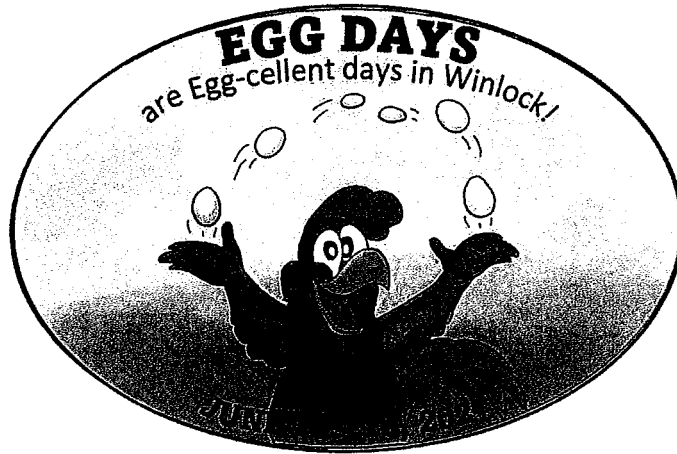


Joseph O. Enbody, WSBA #21445



Marissa Jay, City Attorney WSBA #55593

Approved Reading:	<u>08/14/2023</u>
Effective Date:	<u>08/14/2023</u>



ORDINANCE NO. 1167
BOARD OF ADJUSTMENTS
REPEAL

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1167

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REPEALING THE BOARD OF ADJUSTMENT AND CHAPTER 2.65 OF THE WINLOCK MUNICIPAL CODE; REPEALING SECTIONS OF ORDINANCE NO. 907 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 2.65 WMC is entitled "BOARD OF ADJUSTMENT"; and

WHEREAS, Ordinance No. 907, as codified at Chapter 2.65 of the Winlock Municipal Code, was enacted in 2006; and

WHEREAS, the City passed Ordinance No. 933 in 2008 providing for a Land Use Hearing Examiner; and

WHEREAS, the City has and continues to use a Land Use Hearing Examiner and no longer has a need or a desire for a Board of Adjustment; and

WHEREAS, the Council desires to repeal the Board of Adjustment and Chapter 2.65 WMC as set forth herein.

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

Section 1. Ordinance No. 907, enacted in 2006, as codified at Chapter 2.65 of the Winlock Municipal Code is hereby repealed in its entirety.

Section 2. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 3. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 4. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ____ day of May, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

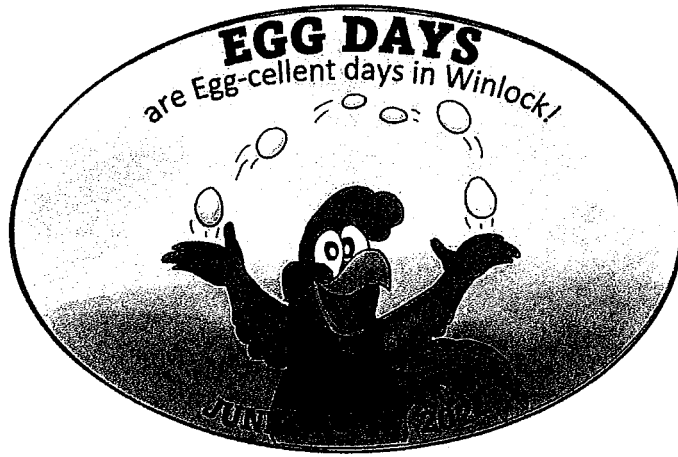
Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024

Publication Date: _____/2024

Effective Date: _____/2024



ORDINANCE NO. 1168
HEARING EXAMINER 18.25

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1168

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, AMENDING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 18.25; AMENDING SECTIONS OF ORDINANCE NO. 933 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 18.25 WMC is entitled "HEARING EXAMINER"; and

WHEREAS, Ordinance No. 933, as codified at Chapter 18.25 of the Winlock Municipal Code, was enacted in 2008; and

WHEREAS, the City's Development Code, adopted by Ordinance No. 1081 in 2019, contains conflicting provisions with Ordinance No. 933; and

WHEREAS, the Council desires to amend Chapter 18.25 as set forth herein.

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

The following sections of Chapter 18.25 of the Winlock Municipal Code, as last amended by Ordinance No. 1146 and 933, are hereby amended as follows:

Section 1. Section 18.25.050 of the Winlock Municipal Code is amended to state:

When requested, the examiner shall report to the city for the purpose of reviewing the administration of city planning, building, and other regulations, ordinances, and policies for the

purpose of reviewing the administration of health, safety, and regulating health ordinances and policies.

Section 2. Section 18.25.090 of the Winlock Municipal Code is amended to state:

The examiner's duties shall be limited to land use decisions relating to property within the city limits, and shall not extend to areas outside the city limits but inside the city's urban growth area (UGA). The examiner shall hear, make a record of, and decide matters provided in this chapter or other ordinances.

A. These duties include adjudication or review of all land use decisions, and the following specific matters:

1. The examiner shall be the review authority for all Type III Land Use Applications. Type III Land Use Applications and decisions are governed by the Winlock Development Code, as it now exists or is hereafter amended. The Examiner shall receive and examine available information, conduct an open record public hearing and prepare records and reports thereof, and issue a final decision for all Type III Land Use Applications unless otherwise provided for herein.
2. ~~_____~~
3. Review of preliminary plats and modifications thereto, to serve as recommendations to the city council;
4. Preliminary plat extension requests pursuant to RCW 58.17.140 and city ordinance, which shall constitute final decisions subject to the appeal provisions;
5. Plat vacations or amendments pursuant to Chapter 58.17 RCW, which shall constitute final decisions subject to the appeal provisions;
6. Hearings under Chapter 43.21C RCW, State Environmental Protection Act (SEPA) and ordinance sections thereto; and
7. Shoreline management hearings.

Deleted: Matters prescribed by short subdivision/short plat and subdivision ordinances, to serve as recommendations to the city council;

B. Except as otherwise provided, an examiner's decision shall be final and conclusive, and may be reviewable as specified within this chapter, or within any other city ordinance, or statute or regulation to such other administrative appellate board or court of competent jurisdiction, as shall thereto be applicable.

C. In computing any period of time prescribed hereunder, the day of the action from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or a city legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or city legal holiday.

Section 3. Repealer. Sections 10 of Ordinance No. 933, as codified at Section 18.25.100 of the Winlock Municipal Code is hereby repealed in its entirety. All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 5. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerk errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ___ day of May, 2024.

Brandon Svenson, Mayor

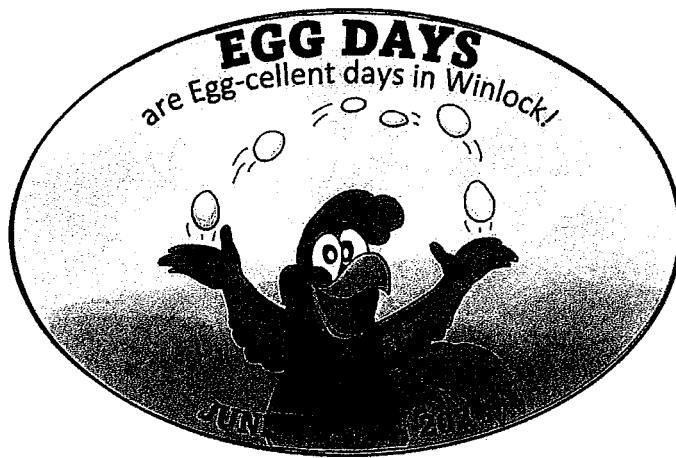
Approved as to form:

Attest:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024



ORDINANCE NO. 1169

CORRECT ORDINANCE NO. 1081

**CITY OF WINLOCK, WASHINGTON
ORDINANCE NO. 1169**

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON,
AMENDING AND CORRECTING SECTIONS OF ORDINANCE NO. 1081;
AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Ordinance No. 1081 was enacted on November 25, 2019; and

WHEREAS, the City Council's action adopting Ordinance No. 1081 was done for the purpose of adopting the 2019 Development Code Update; and

WHEREAS, the adopted minutes for November 25, 2019, reflect the City's intent to adopt Ordinance 1081 as being done for the purpose of adopting an updated development code; and

WHEREAS, the verbiage of the Ordinance 1081 fails to actually adopt the 2019 Development Code Update; and

WHEREAS, the City has operated since that time as if Ordinance No. 1081 did adopt the new Development Code; and

WHEREAS, the City Council finds it necessary to correct the error in Ordinance No. 1081 by passing a correction ordinance; and

WHEREAS, based on the record provided by City staff at the time Ordinance No. 1081 was adopted, the City had complied with all requirements to adopt the 2019 Development Code Update; and

WHEREAS, the Council desires to correct Ordinance No. 1081 as set forth herein.

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

Section 1. Section 1 of Ordinance No. 1081 is amended to state:
That the City of Winlock has completed all requirements pertaining to updating its Development Code under Chapter 36.70A RCW. The City Council of the City of Winlock, Washington, hereby adopts in total the Winlock Development Code, attached hereto, marked Exhibit "A", and incorporated herein by this reference.

Section 2. Sections 2 through 4 of Ordinance No. 1081 are hereby affirmed in their entirety.

Section 3. All amendments, repeals, or other modifications to Ordinance No. 1081 or the Winlock Development Code, passed after the original adoption of Ordinance No. 1081 are hereby affirmed in their entirety. All interim zoning ordinances and/or moratoriums adopted after November 25, 2019, which are effective are hereby affirmed in their entirety.

Section 4. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 7. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ___ day of May, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

ORDINANCE NO. 1081 - REFERENCE

**AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON,
UPDATING THE DEVELOPMENT CODES FOR THE CITY OF
WINLOCK**

WHEREAS, jurisdictions planning under Washington State Growth Management Act (GMA) must adopt development regulations that are consistent with the adopted Comprehensive Plan in which implement the Comprehensive Plan goals and policies. RCW 36.70A; and

WHEREAS, Winlock adopted the Comprehensive Plan Update, Ordinance No. 1077 on June 10, 2019; and

WHEREAS, Winlock adopted its initial Winlock Development Code on January 13, 2009; and

WHEREAS, Winlock Planning Commission provided opportunities for local agencies and the general public to comment on the Development Code Update during a series of public hearings conducted in Winlock, Washington on June 19, 2019; November 4, 2019. 29, 2019; and

WHEREAS, Winlock Planning Commission Provided the draft Development Code Update to the Winlock City Council on October 28, 2019;

WHEREAS, Winlock City Council approved the draft Development Code Update on November 13, 2019.

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

Section 1

That the City of Winlock has completed all requirements pertaining to updating its Development Code under RCW 36.70A.

Section 2

That the provisions of this ordinance are declared to be severable and in the event a court of competent jurisdiction declares any portion of this ordinance invalid, the remaining provisions shall be unaffected thereby.

Section 3

That any previously enacted ordinance, or part thereof in conflict herewith be and the same hereby is repealed to the extent of such conflict.

Section 4

This ordinance shall become effective five (5) days after its passing and publication as required by law.

ADOPTED by the City Council of the City of Winlock, Washington on the 25th day of November 2019.

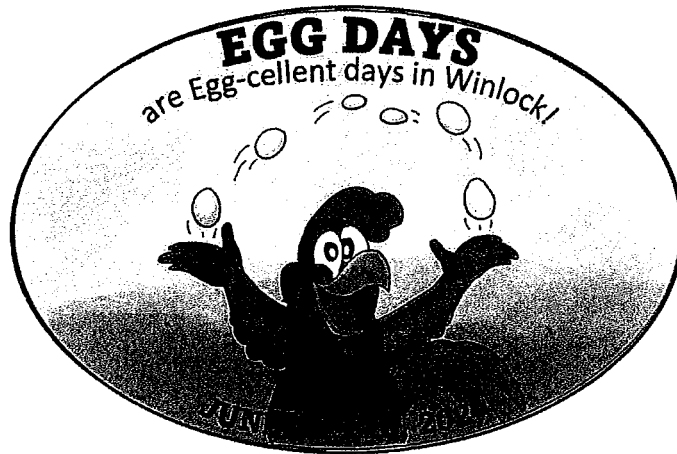
MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney, WSBA #42883



ORDINANCE NO. 1170
DEVELOPMENT CODES
UPDATING SUBDIVISIONS

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1170

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, AMENDING AND CREATING NEW SECTIONS OF THE WINLOCK DEVELOPMENT CODE; AMENDING ORDINANCE NO. 1081 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Ordinance No. 1081 adopted the "Winlock Development Code" or "WDC", was enacted on November 25, 2019; and

WHEREAS, the WDC contains conflicting provisions with the City's Hearing Examiner Ordinance, codified in chapter 18.25 WMC; and

WHEREAS, the City adopted its initial Winlock Development Code on January 13, 2009; and

WHEREAS, the City has periodically made changes to its Development Code including, but not limited to, Ordinance Nos. 955 (2009), 1034 (2015) and 1081 (2019); and

WHEREAS, although the City has periodically made changes, it has failed to ensure that the Municipal Code, Ordinances, and Development Code be consistent; and

WHEREAS, the Council desires to amend portions of the Winlock Development Code as set forth herein.

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

Section 1. A new Section 1.030.105 of the Winlock Development Code is hereby created to state:

1.030.105 Modified Type III Procedure

- A. Hearing. An application subject to a modified Type III process will be considered at one or more public hearings before a city hearing examiner and then the City Council. The city clerk shall schedule a public hearing before the Hearing Examiner for an application within 78 calendar days after the date the city found the application was technically complete.
- B. Notice of Hearing. At least 15 calendar days before the date of the hearing before the Hearing Examiner, the city clerk shall mail public notice of the hearing as provided in Section 1.030.120 WDC. At least 10 days before the date of the hearing, the city clerk shall cause notice of the hearing to be published and posted as provided in Section 1.030.120 WDC.
- C. Staff Report. At least seven (7) calendar days before the date of the hearing, the Planning Director shall issue a written staff report regarding the application(s). The staff report shall set out the relevant facts and applicable standards for the application and a summary of whether the application complies with those standards based on the facts and evidence, including any conditions of approval. The city clerk shall mail a copy of the staff report to the hearings examiner, the applicant, and the applicant's representative(s) and other parties who request it. Copies of the staff report also shall be available at City Hall seven days prior to the hearing and at the public hearing.
- D. Public Hearings. Public hearings shall be conducted in accordance with the rules of procedure adopted by the hearing examiner, except to the extent waived by the hearing examiner. A public hearing shall be recorded electronically:
 1. At the beginning of the hearing, the hearing examiner shall:
 - a. State that testimony will be received only if it is relevant to the applicable standards and is not unduly repetitious;
 - b. Identify the applicable standards;
 - c. State that a witness may request that the hearings be continued or that the record be kept open for a period of time;
 - d. State that the hearings examiner must be impartial and whether the hearings examiner has had any ex-parte contact or has any personal or business interest that could affect his impartiality regarding an application. The hearings examiner shall allow witnesses to challenge his or her impartiality;
 - e. State whether the hearings examiner has visited the site;
 - f. State that persons who want to receive notice of the decision may sign a list for that purpose at the hearing and indicate where it is kept; and

- g. Summarize the conduct of the hearing and the order of testimony.
2. At the conclusion of the hearing on each application, the hearings examiner shall announce one of the following actions:
 - a. That the hearing is continued. If the hearing is continued to a place, date and time certain, then additional notice of the continued hearing is not required to be mailed, published or posted. If the hearing is not continued to a place, date and time certain, then notice of the continued hearing shall be given as though it was the initial hearing.
 - b. That the public record is held open to a date and time certain. The hearings examiner shall state where additional evidence and testimony can be sent and shall announce any limits on the nature of the evidence that will be received after the hearing.
 - c. That the application(s) is/are taken under advisement, or the hearing examiner makes a recommendation to the Council that the application(s) be denied, approved, or approved with conditions, together with a brief summary of the basis for the recommendation, and that a final order will be issued as provided in this section; provided, the hearings examiner shall not make a final decision regarding the application(s) until at least 15 calendar days after the SEPA threshold determination is made.
- E. Recommendation. The Hearing Examiner shall make a written recommendation to approve a project or approve with modifications if the applicant has demonstrated that the proposal complies with the applicable decision criteria of this title. The applicant carries the burden of proof and must demonstrate that a preponderance of the evidence supports the conclusion that the application merits approval or approval with modifications. In all other cases, the Hearing Examiner shall make a recommendation to deny the application.
1. If the Hearing Examiner makes a recommendation that requires a modification which results in a proposal not reasonably foreseeable from the description of the proposal contained in the public notice provided pursuant to Section 1.030.105(B), the Hearing Examiner shall conduct a new hearing on the modified proposal.
 2. The Hearing Examiner may include conditions in the recommendation to ensure a proposal conforms to the relevant decision criteria.
 3. The Hearing Examiner shall within 14 days following the close of the record distribute a written report supporting the decision. The report shall contain the following:
 - a. The recommendation of the Hearing Examiner;
 - b. Any conditions included as part of the recommendation; and
 - c. Findings of fact upon which the recommendation, including any conditions, was based and the conclusions derived from those facts.
 4. The office of the Hearing Examiner shall mail or email the written recommendation,

bearing the date it is mailed, and notice of the Council meeting, to each person who is a party of record.

5. Reconsideration Period. Any party of record may file a written request with the Hearing Examiner for reconsideration within 10 business days of the date of the Hearing Examiner's decision. The request shall explicitly set forth alleged errors of procedure or fact. The Hearing Examiner shall act within 14 days after the filing of the request for an appeal by denying the request, issuing a revised decision, or calling for an additional public hearing.

F. City Council Decision.

1. The Planning Director shall transmit to the City Council a copy of the department file on the application including all written comments received prior to the City Council meeting and information reviewed by or relied upon by the Hearing Examiner. The file shall also include information to verify that the requirements for notice to the public (notice of application, notice of public hearing, and notice of SEPA determination) have been met.
2. The City Council shall, at the public hearing, consider and take final action on each Type IV application.
3. The City Council shall conduct a closed record public hearing. The City Council shall not accept new information, written or oral, on the application, but shall consider the following in deciding upon an application:
 - a. The complete record developed before the Hearing Examiner; and
 - b. The recommendation of the Hearing Examiner.
4. The City Council shall, based on findings of fact and conclusions derived from those facts which support the decision of the Council, either:
 - a. Approve the application; or
 - b. Approve the application with modifications; or
 - c. Remand the application to the Hearing Examiner for an additional review limited to specific issues identified by the Council; or
 - d. Deny the application.

G. Decision.

1. Conditions. The City Council may, based on the record, include conditions in any decision approving or approving with modifications an application in order to ensure conformance with the approval criteria specified in the code or process under which the application was made.
2. Findings of Fact. The City Council shall include findings of fact and conclusions derived from those facts which support the decision of the Council, including any conditions,

in the decision approving or approving with modifications the application. The City Council may, by reference, adopt some or all of the findings and conclusions of the Hearing Examiner.

- H. Notice of Decision. Within seven (7) calendar days of the date of the decision, the city clerk shall mail a notice of decision as provided in Section 1.030.120 WDC.
- I. Appeal and Post-Decision Review. A final decision regarding an application subject to a modified Type III process can be appealed pursuant to Section 1.030.130 WDC and can be amended by post-decision changes pursuant to Section 1.030.150 WDC.

Section 2. Section 1.030.150 of the Winlock Development Code is amended to state:

1.030.150 Post-decision review

- A. Generally. Post-decision review may change decisions and conditions of approval without necessarily subjecting the change to the same procedures as the original decision. Such changes may be warranted by ambiguities or conflicts in a decision and by new or more detailed information, permits or laws. Post-decision review cannot substantially change the nature of the development approved pursuant to a given decision and can only be conducted regarding a decision that approves or conditionally approves an application. An application that is denied is not eligible for post-decision review.
- B. Eligibility and Contents. An applicant or successor in interest may, at any time, file an application for post-decision review of a Type I, II or III decision, describing the nature of and the basis for the proposed change to the decision, including the applicable facts and law, together with the fee prescribed for that application by the city council.
- C. Relationship to an Appeal. An application for post-decision review does not extend the deadline for filing an appeal of the decision being reviewed and does not stay appeal proceedings.
- D. Preliminary Processes.
 - 1. An application for post-decision review is not subject to pre-application review.
 - 2. An application for post-decision review is subject to technical completeness review, Section 1.030.050 WDC; provided, the review authority shall not require an application for post-decision review to contain information that is not relevant and necessary to address the requested change or the facts and law on which it is based. As part of the technical completeness review, the Planning Director shall:
 - a. Determine whether the proposed change can be reviewed as a post-decision review or should be subject to a new application on the merits of the request;
 - b. Classify an application for post-decision review as a Type I, II or III process based on the circumstances of the original decision and the guidelines in subsection (5) of this section.

3. Notify the applicant in writing of the determination and classification.
 - a. The classification of the application is subject to appeal as part of the decision on the merits of the post-decision review.
 - b. A decision denying post-decision review and requiring a new application may be appealed to the hearing's examiner.

E. Post-Decision Review Guidelines.

1. An application for post-decision review of a Type I decision shall be subject to a Type I process.
2. An application for post-decision review of a Type II decision shall be subject to a Type I process if the Director finds the requested change:
 - a. Does not increase the potential adverse impact of the development authorized by the decision or SEPA determination;
 - b. Is consistent with the applicable law or variations permitted by law, including permits to which the development is subject;
 - c. Does not involve an issue of broad public interest, based on the record of the decision; and
 - d. Does not require further SEPA review.
3. An application for post-decision review of a Type II decision shall be subject to a Type II process if it does not qualify for a Type I process.
4. An application for post-decision review of a Type III decision shall be subject to a Type I review process if the Director finds the requested change:
 - a. Reduces the potential adverse impact of the development authorized by the decision;
 - b. Is consistent with the applicable law or variations permitted by law, including permits to which the development is subject; and
 - c. Does not involve an issue of broad public interest, based on the record of the decision.
5. An application for post-decision review of a Type III decision shall be subject to a Type II review process if Director finds the requested change:
 - a. Does not increase the potential adverse impact of the development authorized by the decision or SEPA determination;
 - b. Is needed to address a minor change in the facts or the law, including permits to which the development is subject; and
 - c. Does not involve an issue of broad public interest, based on the record of the decision.

6. An application for post-decision review of a Type III decision shall be subject to a Type III review process if it is not subject to Type I or II review.

7. An application for post-decision review of a modified Type III decision shall be subject to a modified Type III review process.

8. Modifications to a decision other than by a timely appeal or post-decision review shall be by new application.

Deleted: <#>¶

Section 3. Section 3.210.020 of the Winlock Development Code is amended to state:

3.210.020 Review processes for subdivisions

A. Technically complete review of a plat application is subject to a Type I process per Section 1.030.080 WDC.

B. After a preliminary subdivision application is deemed to be technically complete the review of the application for a preliminary plat approval is subject to a modified Type III process. See Section 1.030.105 WDC.

Deleted: 100

C. Review of a technically complete application for a final plat map is subject to a Type I process per Section 1.030.080 WDC.

D. Appeal and post-decision review of final decisions regarding plats are permitted as provided in Sections 1.030.130 and 1.030.150 WDC respectively.

Section 4. Section 3.210.040 of the Winlock Development Code is amended to state:

3.210.040 Approval criteria for a preliminary plat

A. The review authority shall recommend and/or approve a preliminary plat if he or she finds:

1. The applicant has sustained the burden of proving that the application complies with the applicable regulations of the Winlock Development Code to the extent relevant;
2. That the application can comply with those regulations by complying with certain conditions of approval, and those conditions are adopted; or that necessary adjustments, exceptions, modifications or variations have been approved or are required to be approved before the final plat is approved;
3. The subdivision makes appropriate provision for potable water supplies and for disposal of sanitary wastes; and
4. The subdivision complies with RCW 58.17.010.

B. If phases are proposed, then the subdivision also complies with the following:

1. The preliminary plat identifies the boundaries of each phase and sequence of phases;
2. Each phase includes open space and other required public and/or private infrastructure at least in proportion to the number of lots in the phase;
3. The sequence and timing of phases maintains compliance with applicable standards throughout the development of the subdivision; and

4. The applicant completes or assures completion of public improvements consistent with Chapter 3.210.090 WDC.

C. Flag lots are discouraged. When allowed, flag lots shall comply with the following standards:

1. The flag "pole" shall be at least 20 feet wide instead of the frontage regulations of the zone.
2. The flag pole shall be improved with an all-weather surface with an unobstructed vertical clearance of at least 13 feet six inches. The improved surface shall be at least twenty (20) feet wide and shall be marked and signed as a fire lane.
3. The pole portion of the flag lot shall not be counted toward the minimum lot size.
4. If the length of the flagpole is more than one hundred fifty (150) feet, an approved turnaround in conformance with the current adopted edition of the International Fire Code shall be provided at the end of the driveway, and structures on the lot shall incorporate a fire-hazard warning, including a hard-wired, back-up smoke detector, and a sprinkler system.
5. Where flag lots are not provided but access easements across abutting properties to public or private rights-of-way are provided, the adopted applicable engineering standards shall apply.

Section 5. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 6. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 7. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 8. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ____ day of May, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593

City Attorney

Approved Reading: /2024
Publication Date: /2024
Effective Date: /2024

DRAFT