# AGENDA CITY OF STEVENSON COUNCIL MEETING February 20, 2020 6:00 PM, City Hall

Items with an asterisk (\*) have been added or modified after the initial publication of the Agenda.

**1. CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor to call the meeting to order, lead the group in reciting the pledge of allegiance and conduct roll call.

- a) Plaque Presentations Mayor Anderson will present plaques of appreciation to Jenny Taylor for her four years of service as a Councilmember and to Karen Ashley for her twelve years of service as a Planning Commissioner.
- **b) Oaths of Office** Mayor Anderson will give the oaths of office to councilmembers Paul Hendricks, Annie McHale, and Matthew Knudsen.

**2. CHANGES TO THE AGENDA:** [The Mayor may add agenda items or take agenda items out of order with the concurrence of the majority of the Council].

**3. CONSENT AGENDA:** The following items are presented for Council approval. [Consent agenda items are intended to be passed by a single motion to approve all listed actions. If discussion of an individual item is requested by a Council member, that item should be removed from the consent agenda and considered separately after approval of the remaining consent agenda items.]

- a) Liquor License Renewals Backwoods Brewing Company, A&J Select Market, Skunk Brothers Spirits
- b) Water Adjustment Rodick Bennett (meter no. 613000) requests a water adjustment of \$941.53 for a leak on an outside faucet which has since been repaired.
- c) Water Adjustment Amy Collins (meter no. 106600) requests a water adjustment of \$675.88 for a leak on the waterline to the house which they have since repaired.
- d) Water Adjustment Robert & Meghan Perry (meter no. 1403900) requests a water adjustment of \$297.85 for a leak on the waterline to the house which they have since repaired.
- e) \*Liquor License Application Heathman's Kitchen located at 340 SW 2nd for beer and wine.
- Minutes of December 19, 2019 City Council Meeting, January 21, 2020 Special Joint Meeting with Skamania County Fire District 2, and February 4, 2020 Special Council Meeting. (p. 7, 15 & 17)

MOTION: To approve consent agenda items a-f.

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

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

a) 6:05 USDA RD Application Authorization - City Administrator Leana Kinley presents Resolution 2020-354 authorizing the city to apply for USDA Rural Development funds for the wastewater project for public comment and council consideration. (p. 18)

MOTION: To approve Resolution 2020-354 authorizing the city to apply for USDA Rural Development funds for the wastewater project as presented.

**b) 6:10 - Chinidere Development Agreement** - Community Development Director Ben Shumaker presents the attached staff report regarding the revision to the Chinidere Development Agreement. (p. 19)

## 6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) **Downtown Plan** - Representatives from Crandall Arambula will present the downtown plan and answer questions from council.

## 7. UNFINISHED BUSINESS:

a) First Reading Ordinance 2020-1155 Regarding Changes to the Engineering Standards -City Administrator Leana Kinley presents ordinance 2020-1155 requiring updates to the Engineering Standards be adopted by ordinance and referred to the Planning Commission on a case-by-case basis, as discussed at the December 19, 2019 council meeting. (p. 31)

MOTION: To move ordinance 2020-1155 regarding changes to the Engineering Standards for a second reading on March 19, 2020 [as presented/with changes as discussed]. OR To waive a second reading and approve Ordinance 2020-1155 regarding changes to the Engineering Standards [as presented/with changes as discussed].

**b)** Sewer Plant Update - An update on the Stevenson Wastewater System and the Compliance Schedule is provided in the attached memo. (p. 34)

## 8. NEW BUSINESS:

a) Approve City Council Rules of Procedure - City Administrator Leana Kinley presents the attached resolution 2020-352 amending city council rules of procedure by resolution for council discussion and consideration. The revision of the 2009 adopted rules of procedure is based on discussion at the December 19, 2019 council meeting and other changes that have taken place. (p. 39)

MOTION: To approve resolution 2020-352 amending city council rules of procedure.

b) First Reading Ordinance 2020-1157 Regarding Changes to Zoning - Community Development Director Ben Shumaker presents the attached staff report and ordinance 2020-1157 amending the Stevenson zoning code (SMC Title 17); modifying where singlefamily detached dwellings and townhomes are allowed; clarifying use categories within SMC 17.13.010; and incorporating zoning interpretations conducted under SMC 17.12.020 for council discussion. (p. 74)

MOTION: To move ordinance 2020-1157 amending the Stevenson zoning code for a second reading on March 19, 2020 [as presented/with changes as discussed]. OR To waive a second reading and approve ordinance 2020-1157 amending the Stevenson zoning code [as presented/with changes as discussed].

c) First Reading Ordinance 2020-1156 Revising SMC 13.04.060 - City Administrator Leana Kinley presents ordinance 2020-1156 allowing the city to enter into contracts with lessees, in addition to property owners as currently allowed, to regulate sewer discharge. (p. 83)

MOTION: To move ordinance 2020-1156 relating to and providing for the ability to contract with owner or non-owner sewer customers for regulating sewer discharge for a second reading on March 19, 2020 [as presented/with changes as discussed.] OR To waive a second hearing and approve ordinance 2020-1156 relating to and providing for the ability to contract with owner or non-owner sewer customers for regulating sewer discharge [as presented/with changes as discussed.]

<u>d</u>) Approve Interlocal Agreement for Building Inspection Services - City Administrator Leana Kinley presents the attached agreement with Skamania County for Building Inspection Services for council discussion and consideration. (p. 86)

MOTION: To approve the interlocal agreement with Skamania County for Building Inspection services [as presented/with changes as discussed.]

- e) Discuss Park Plaza Agreement City Administrator Leana Kinley presents the attached draft agreement with Skamania County regarding the operation and maintenance of the Skamania County Courthouse Plaza as it relates to the Park Plaza project for council discussion. (p. 89)
- f) Approve Finance Letter of Intent City Administrator Leana Kinley presents the attached letter of intent from Opus Bank regarding a \$350,000 loan at 2.83% interest for 10 years and \$1,000 documentation costs to finance the matching funds needed for the energy grant. The project will replace all meters throughout the city with radio read meters and modify the lighting in City Hall. (p. 101)

MOTION: To approve the letter of intent from Opus Bank for an approximately \$350,000 loan at 2.83% for 10 years for the water meter and energy conservation project.

**g)** Approve Russell Avenue Construction Agreement - Public Works Director Karl Russell presents the Russell Avenue construction agreement with NW Construction General Contracting, Inc. of Battle Ground, WA in the amount of \$712,957.65 for council approval. (p. 104)

MOTION: To approve the Russell Avenue construction agreement with NW Construction General Contracting, Inc. in the amount of \$712,957.65.

h) Approve Personnel Policy Update - City Administrator Leana Kinley presents the attached staff memo and resolution 2020-353 revising the personnel policy for council consideration. (p. 106)

MOTION: To approve resolution 2020-353 revising the personnel policy.

i) Approve Resolution Regarding a Ballot Proposition for Creation of a Metropolitan Park District - City Administrator Leana Kinley presents the attached staff memo and resolution for 2020-356 regarding the ballot proposition for the creation of a Metropolitan Park District with revised boundaries for council discussion and consideration. (p. 240)

MOTION: To approve resolution 2020-356 regarding a ballot proposition for creation of a metropolitan park district.

i) Approve Community Pool Support Agreement - City Administrator Leana Kinley requests approval of the Interlocal Agreement with Stevenson-Carson School District in the amount of \$40,000, as approved in the 2020 budget, for support of the community pool. (p. 245)

MOTION: To approve the Community Pool Support Agreement with the Stevenson-Carson School District.

k) \*Approve Funding and Agreement Amendment with Department of Enterprise Services - City Administrator Leana Kinley presents the attached memo, funding approval letter and interagency agreement amendment with the Department of Enterprise Services for council review and consideration. (p. 249)

MOTION: To approve the additional funding for the contract documents outlined in the letter from the Department of Enterprise Services in the amount of \$600,272 for the energy project.

MOTION: To approve the Interagency Agreement Amendment No. 1 with Department of Enterprise Services.

I) \*Approve Waiving Fees for Warming Shelter - City Administrator Leana Kinley presents a request from the county to waive the fees related to converting a county building into a warming shelter. The request is for the \$25 application for improvement and the utility reconnect fee of 5 months base water fees.

MOTION: To approve waiving the \$25 application for improvement and the utility reconnect fee of 5 months base water fees for the county to establish a warming shelter.

- **m) Discuss Date for Council Retreat** Council will discuss availability and agenda items for a retreat in the spring.
- Approve Committee Assignments City Administrator Leana Kinley presents a draft list of appointments for committee representation for council review and consideration. (p. 300)

MOTION: To approve the committee appointments [as presented/with changes as discussed].

 Discuss Fee Update - City Administrator Leana Kinley will present a draft resolution for discussion updating the city's fee schedule to allow charging for electronic records per RCW 42.56.070(7) and RCW 42.56.120. (p. 304)

## 9. INFORMATION ITEMS:

- a) Financial Report City Administrator Leana Kinley presents preliminary year-end summary report for revenues and expenses through 2019 and January 2020. (p. 306, 313, 322, & 337)
- b) Chamber of Commerce Activities The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in December 2019 and January 2020. (p. 355 & 357)
- Sheriff's Report A copy of the Skamania County Sheriff's report for December 2019, January 2020 and the December newsletter are attached for council review. (p. 359, 364 & 368)
- d) Building Permits Issued A copy of recent building permits issued and other activity is attached for council review. (p. 372 & 373)
- Planning Commission Minutes Minutes are attached from the 10/14/19, 11/11/19, 12/4/19, 12/9/19, and 1/13/20 Planning Commission meetings. (p. 375, 376, 382, 386, & 389)
- **f)** Fire Department Report A copy of the Stevenson Fire Department's report for January, 2020 is attached for Council review. (p. 392)

## **10. CITY ADMINISTRATOR AND STAFF REPORTS:**

- a) Karl Russell, Public Works Director
- b) Ben Shumaker, Community Development Director
- c) Leana Kinley, City Administrator (p. 393)

## **11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:**

a) December 2019 & January 2020 payroll & December 2019, January 2020, & February 2020 A/P checks have been audited and are presented for approval. December payroll checks 14019 thru 14113 total \$137,827.20 which includes thirty-three EFT payments. January payroll checks 14188 thru 14195 total \$88,061.51 which includes nineteen EFT payments. December 2019 A/P Checks 14114 thru 14158 total \$241,875.14 which includes one EFT payment. January 2020 A/P Checks 14159 thru 14187 total \$86,881.14 which includes one EFT payment. December 2019 A/P Checks 14196 thru 14243 total \$131,936.87 which includes one EFT payment. The A/P Check Register and Fund Transaction Summary are attached for your review. Detailed claims vouchers will be available for review at the Council meeting. January 2020 investment activity: \$300,000 Callable Bond matured (FFCB @ 2.38 %), \$303,458.56 Noncallable Treasury Bond purchased @ 1.5%. (p. 395, 397, & 399)

## **12. MAYOR AND COUNCIL REPORTS:**

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

14. ADJOURNMENT - Mayor will adjourn the meeting.

UPCOMING MEETINGS AND EVENTS:

-March 25, 11:30-1:30, Annual Skamania EDC Luncheon, Skamania Lodge

# MINUTES CITY OF STEVENSON COUNCIL MEETING December 19, 2019 6:00 PM, City Hall

## 1. CALL TO ORDER/PRESENTATION TO THE FLAG:

Mayor Anderson called the Council meeting to order at 6:00 p.m. He led the group in the pledge of allegiance.

Councilmembers Jenny Taylor and Matthew Knudsen were present. Councilmember Weissfeld joined the meeting by telephone. Councilmembers Muth and Hendricks were absent.

**Motion** to excuse the absences of Councilmembers Hendricks and Muth was made by Councilmember Weissfeld, Seconded by Councilmember Taylor. Councilmembers Weissfeld and Taylor voted aye, Councilmember Knudsen voted nay. Attorney Woodrich determined there was a majority vote and the motion passed.

## 2. CHANGES TO THE AGENDA:

There were no agenda changes, just documents added to the packet.

**3. CONSENT AGENDA:** The following items were presented for Council approval. There was no discussion regarding the items presented.

- a) Liquor License Renewal Skamania Lodge and Big River Grill
- b) Water Adjustment Gail Collins (meter No. 700200) requested a water adjustment of \$196.76 for a broken toilet which he has since repaired.
- c) Skamania County Incarceration Services Agreement City Administrator Leana Kinley requested approval of the 2020 contract with Skamania County for Incarceration services. There are no changes from the 2019 contract.
- d) Skamania County Prosecuting Attorney Agreement City Administrator Leana Kinley requested approval of the 2020 contract with Skamania County for Prosecuting Attorney services. There are no changes from the 2019 contract.
- e) Contract for Immediate WWTP Improvements Public Works Director Karl Russell requested the approval of the contract with Stellar J Corporation for immediate improvements at the wastewater treatment plant in the amount of \$25,848. It is less than the not to exceed amount of \$63,000 approved at the November 21st council meeting.
- **f) Tourism Funding Contracts** City Administrator Leana Kinley requested approval of the Tourism Funding contracts as detailed in the staff memo for a total of \$558,250.
- g) 2020 Salary Scale City Administrator Leana Kinley requested council approval of Resolution 2019-351 adopting the salary scale for 2020 as discussed at the September 19, 2019 council meeting and included in the 2020 budget. The Facilities Maintenance Worker position is the same scale as the Temporary Assistant II (summer public works

position made full time) and a revised job description will be presented at the January meeting.

- h) Wastewater Treatment Plant Operation Transition and Support Services Public Works Director Karl Russell requested council approval of the two contracts with Ronald Moeller Operations Services, LLC for services supporting city operation of the wastewater treatment plant. These services were discussed at the November 21st council meeting and are presented as two separate contracts and scopes of work. The first contract is for support during the transition of operations from Jacobs to the City for an amount not to exceed \$16,980 and a period of performance retroactive to November 15, 2019. The second contract is for operations support in 2020 for an amount not to exceed \$29,284. At the end of the operations support contract the city, contractor and Department of Ecology will evaluate the need for continued support.
- i) Wallis Engineering Contract for General Engineering Services City Administrator Leana Kinley requested approval of the contract with Wallis Engineering for General Engineering Services on an as-needed basis in the amount not to exceed \$10,000.
- **j)** Wallis Engineering Contract for Development Engineering Services City Administrator Leana Kinley requested the approval of the attached agreement with Wallis Engineering for Development Engineering Services on an as needed basis in 2020 for an amount not to exceed \$15,000.
- **k) Separation Agreement** City Administrator Leana Kinley requested approval of the attached separation agreement with Eric Hansen which includes payment of all benefits due him according to city policy and a severance amount of \$30,000.
- I) Minutes of October 8th, November 14th and 20th special council meetings and November 21st, 2019 regular council meeting.

**Motion** to approve the consent agenda items a through I was made by Councilmember Taylor, Seconded by Councilmember Knudsen. The motion passed unanimously.

# 4. PUBLIC COMMENTS: None were made.

# **5. PUBLIC HEARINGS:**

a) 6:05 pm - Sewer and Water Rate Changes - City Administrator Leana Kinley presented ordinance 2019-1153 and 2019-1154 for public comment and council consideration. The rates proposed include an annual 5% water rate increase outlined in the adopted Water System Plan, and a 37% sewer rate increase as outlined in the revised General Sewer Facilities Plan. These rate increases were also discussed during the 2020 budget process and included in the 2020 budget.

# At 6:05 p.m. Mayor Anderson opened the public hearing on the proposed utility (water and sewage) rate increases.

Administrator Kinley explained the reasons for the rate increases had been addressed in past budget conversations. Water rates will increase by 5%. The ordinance allows for annual 5% increases to support the water system plan, ensure reserves to fund any capital projects and service any debt incurred from the projects.

She highlighted the work City staff had done to reduce the initial proposed sewage rate increase from 70% to 37%. Ending the contract with Jacobs, hauling bio-solids to Hood River and having existing City Public Works staff trained to operate the waste water treatment plant were noted as significant cost savers. She noted there will be a rate study done in 2020 to determine future steps for further rate increases.

Jen Anderson, audience member, commented that she was glad the sewer rates would not be raised 70%. She also asked if there was an average additional cost residents would be expected to pay due to the rate increase and was advised it would depend on the amount of irrigation a homeowner does.

Kinley noted that comparative studies with the Washington Department of Ecology and EPA have shown the City's sewer rates are approaching the edge of affordability.

Mayor Anderson closed the public hearing at 6:10 p.m. There was additional council discussion.

**Motion** to approve Ordinance 2019-1153 revising the water rates and ordinance 2019-1154 revising the sewer rates made by Councilmember Taylor, Seconded by Councilmember Knudsen. The motion passed unanimously.

## 6. COUNCIL ACTION ITEMS:

a) 2019 Budget Amendment #1 - City Administrator Leana Kinley requested council approval of the Ordinance 2019-1151 revising the 2019 budget as presented at the November 21st council meeting.

Administrator Kinley provided a brief explanation of the amendment to the 2019 budget. She put changes first, as there was a long list. No changes were noted since the previous meeting. The ordinance stating the estimated revenue and expenses in full was noted to be on page 179, Exhibit A.

Most of the changes were updates for salary revisions. The beginning balance changed due to revisions in the carry-over from 2018. Closing out the timber fund and creating a general fund reserve and a fire reserve fund was also a change. The decline in timber revenues was due to lower market prices.

**Motion** to approve Ordinance 2019-1151 revising the 2019 budget made by Councilmember Knudsen, Seconded by Councilmember Taylor. The motion passed unanimously.

**b) 2020 Budget Adoption** - City Administrator Leana Kinley presented ordinance 2019-1152 adopting the 2020 as presented at the November 21st council meeting, with a minor change removing the Loop Road Project, for council approval. Administrator Kinley provided the Council with the completed budget for 2020. She pointed to page 220 to show the few changes made since the last Council meeting. The City did not receive grant funds for the Loop Road project. Deleting costs for that project allowed Kinley to put \$100K back in the water reserve account, removed the loan and costs for sewer line extension and removed the need to transfer matching funds slated for the Loop Road project. Council further discussed the 2020 budget.

**Motion** to approve ordinance 2019-1152 adopting the 2020 budget was made by Councilmember Knudsen, Seconded by Councilmember Taylor. The motion passed unanimously.

c) Approve Changes to Development Standards - City Administrator Leana Kinley presented changes to the development standards as outlined in the attached staff memo. Staff reviewed the history of the this change to date, discussions at multiple Planning Commission meetings and the communications received from the community. Staff maintains the proposed changes to the driveway standards do not impact the public to the extent some residents have claimed. The intent is to clarify and re-format the standards to make it easier to read.

A substantial discussion on the proposals to the standards amendment process, ordinance language, intent and past consideration of the proposals followed. It was determined to move forward with the changes to the driveway standards but continue the discussion regarding the amendment process by amending council procedures regarding ordinance adoptions at the January 2020 Council meeting.

**MOTION:** To approve Ordinance 2019-1148 revising the city standards regarding driveways and striking section 1.15 concerning amendment procedures was made by Councilmember Weissfeld with a second by Councilmember Knudsen. The vote to approve was unanimous.

d) Approve First Street Project Local Agency Agreement and Project Prospectus -Community Development Director Ben Shumaker requested council approval of the Local Agency Agreement in the amount of \$187,800 for preliminary engineering and the Project Prospectus in the amount of \$804,900. The 2020 budget includes the \$187,800 project cost for initial project work. Construction is anticipated in 2021.

Shumaker reported the City had received the grant for the First Street project. He provided details on the project and explained what the documents in the Council packet contained. The agreement with WSDOT has been made. The preliminary engineering has been approved, with changes anticipated to the project as it moves forward. WSDOT added \$2K for the preliminary engineering phase and the City needs to add the same amount to the project prospectus. He noted that 50% of the engineering needs to be completed by mid-2020.

Councilmember Knudsen confirmed the new project amount is \$806K with the \$2K addition.

**MOTION** to approve the Local Agency Agreement in the amount of \$187,800 and the Project Prospectus in the amount of \$806,900 for the First Street project was made by Councilmember Knudsen, Seconded by Councilmember Taylor. The motion passed unanimously.

e) Approve Contract Amendment for Wastewater Design Services - City Administrator Leana Kinley presented a contract amendment with Wallis Engineering for services related to the wastewater treatment plant and collection system design and analysis.

Administrator Kinley provided details on the amendment. The additional \$1M will take the project through to mid-June of 2020. The contract runs through December 2020, with contingencies built in for delays or funding issues. The funds will be used for final design and environmental work as well as applications to EDA and USDA. It includes analysis for additional collection system trunks and design for pumps stations. Assistance for grant and funding applications and public communication support is also provided. Council discussed the project and fund availability.

**MOTION:** To approve the contract amendment with Wallis Engineering for services related to the design of the wastewater treatment plant and collection system for an additional amount of \$1,009,488 and a revised total contract amount of \$1,419,488 made by Councilmember Taylor, Seconded by Councilmember Weissfeld. The motion passed unanimously.

f) Approve Amendment for Russell Ave Engineering Services - Public Works Director Karl Russell presented the Supplemental Agreement Number 4 with Wallis Engineering for engineering services related to the Russell project for council review and consideration. These costs include bidding and construction services through the end of the project. He and Administrator Kinley provided details on what the additional funds would cover and answered Council questions regarding project timelines and budget considerations. Support for construction management and supply tracking is included. The bids will go out in mid-January and the 100-day project should start by mid-March 2020.

**Motion t**o approve supplemental agreement number 4 with Wallis Engineering for the Russell Street project in the amount of \$75,744.24 for a total revised contract amount of \$305,729.23 made by Councilmember Weissfeld, Seconded by Councilmember Knudsen. The motion passed unanimously.

# 7. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

a) November 2019 payroll & December 2019 A/P checks have been audited and were presented for approval. November payroll checks 14011 thru 14018 total \$87,225.05 which includes one EFTPS and five ACH payments. A/P Checks 14046 thru 14104 total \$175.349.63 which includes two ACH payments. The A/P Check Register and Fund Transaction Summary were attached for review. Detailed claims vouchers were available for review at the Council meeting. November investment activity include: \$500,000 callable bond purchased at a discount yielded earnings of \$9,618.50. \$500,000 callable bond purchased at a slight premium of \$168. **Motion** to approve the vouchers as presented was made by Councilmember Knudsen, Seconded by Councilmember Taylor. The motion passed unanimously.

• Councilmember Weissfeld ended her phone call participation at 7:19 p.m.

# 8. DISCUSSION ITEMS:

a) Sewer Plant Update - Public Works Director Karl Russell will provide an update on the Stevenson Wastewater System and the Compliance Schedule. Ron Moeller has been at the WWTP during the past week. He is making SOP's for the City's public works employees and is working to obtain data transferred from Jacob's. Director Russell complimented Moeller for the amount and quality of work he is doing.

PWD Russell shared information on reducing the cost of hauling the bio-solids. Estimates from other local haulers came in twice that of Tribeca, so he is staying with Tribeca for now. He is still exploring having the City of Stevenson purchase a truck and use a city employee transport the bio-solids but there are pros and cons to that option. Currently there is no City staff available to do that. Working with Tribeca maintains industry contacts and allows for a contingency plan with 3Rivers. Other changes include doing the loading on just one day and working out a way to reduce hauling so much liquid.

b) Discuss Air Quality Burn Bans - Administrator Kinley reported that due to low attendance by Councilmembers, plans to review the downtown plan and have a representative from the SW Washington Clean Air Agency attend the meeting were postponed. They are rescheduled for January 2020.

Councilmember Knudsen spoke about what he felt was past mis-communication regarding the role of the local Fire Department in monitoring air quality. The Council held a brief discussion on the Agency's role in communicating to the public when burn bans or advisories are called for during times of stagnant air conditions. Mayor Anderson suggested asking the SWCAA at the January meeting the questions being raised.

# 9. INFORMATION ITEMS:

- a) Building Permit Report 11SFRs total, 3 finaled since last council meeting. 2 Lodge treehouses, foundations poured. 4 cabins, 60% complete. 1 triplex framed. 2 duplexes on Vancouver-first permit with County process, framed. 93 total building permits for 2019. Talks of development surrounding bottom of Monda Road as well as portions of Upper Monda still in the works. Short plat in the works for Holstrom Rd/Ryan Allen areas. Short plat in the works for Carter Lane.
- b) Chamber of Commerce Activities A report describing some of the activities conducted by Skamania County Chamber of Commerce in November, 2019 was attached.
- c) Financial Report City Administrator Leana Kinley presented the City's Treasurers' Report for November, 2019. Year to date revenues and expenses through 12/19/19 were included in the 2019 budget proposal.

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d) Sheriff's Report - A copy of the Skamania County Sheriff's report for November, 2019 was attached for council review.

# **10. CITY ADMINISTRATOR AND STAFF REPORTS:**

a) **Karl Russell, Public Works Director** Russell is hiring an entry level utility maintenance employee. To date there have been 48 applications, with the application window closing on January 6, 2020. He reiterated the good work Ron Moeller is doing at the WWTP and Ron's positive workings with the current City employees.

b) **Ben Shumaker, Community Development Director** Shumaker noted the downtown plan review is scheduled for the January 2020 Council meeting. The consultants will present their main implementation report. There is a Comprehensive plan amendment and Planning Commission review schedule to come before the Council. A small five lot subdivision will also be coming to the Planning Commission for review sometime in early 2020. He reported on work regarding brownfield sites, the buildable lands inventory, and a recent grant submitted for street tree inventory and management.

c) Leana Kinley, City Administrator City Administrator Kinley provided information on a recent meeting with the Port of Skamania, several county representatives and other parties concerning the Stevenson waterfront project. The Port will be submitting a revised plan for offsite mitigation with the intent to have it available by mid-January for follow up. Costs were cited as the reason for the Port's reluctance to the mitigation. Better communication response was also agreed to. In-kind labor, resources and additional funds from the City will be provided to help offset costs.

Shumaker and Kinley related a citizen who came to the meeting and was asked to leave has contacted the Attorney General regarding Open Public Meeting Law. Shumaker advised the Council the Shoreline permit will come before them again for approval due to the offsite mitigation amendment.

Kinley reported a petition was received by the City a while ago to vacate the end part of Iman Road ROW. The City is working with the cemetery district and property owners. The end result is the City plans to vacate the ROW and not do a property swap. The parcel has accesses to water, but is not accessible due to drop-off. The City is looking to do an appraisal on the ROW to determine cost. Money received from that can only be used to increase public access to water.

The City has hired a Deputy Clerk Treasurer II. They will start in early January 2020.

The water meter project is moving forward. Anticipate reading meters on a monthly basis when complete in early 2020.

A Council retreat is planned for some time in February. Administrator Kinley will send out a Doodle poll to determine the dates.

EDA grants and USDA loans (as match for the EDA grant) are being applied for. City Development Director Shumaker is working on responses for environmental sections, as environmental work has to be done prior to receiving funds.

At January 2020 Council meeting there will be a proclamation presented regarding the 2020 Census. There will be a Complete Count Committee kick-off meeting on January 9<sup>th</sup>, 2020 at 6 p.m. Administrator Kinley encouraged everyone to ensure accurate counts as a lot of funding appropriations depend on people getting counted. Ben Shumaker cautioned against scams and advised people to be sure any materials are from census.gov.

Mayor Anderson thanked Councilmember Taylor for her four years of service to the City.

Councilmember Knudsen asked about the Farmers' Market signage request. He asked to have it on a future agenda. Administrator Kinley noted the overall solution for the issue was a rotating sign but it was not on the City's radar or within the budget. She will talk with PWD Russell.

Administrator Kinley provided a brief update on the warming shelter. It is working on getting funds through the Homeless Housing Council and the County will update a local building for use once funds are approved. Councilmember Knudsen confirmed the Council would be scheduling something during the retreat/workshop with WGAP and other agencies regarding homeless funding.

# 11. MAYOR AND COUNCIL REPORTS: None provided

# 12. ISSUES FOR THE NEXT MEETING: None provided

# **13. ADJOURNMENT** - Mayor Anderson declared the meeting adjourned at 8:02 p.m.

Approved \_\_\_\_\_; Approved with revisions \_\_\_\_\_

Name

Date

Minutes by Johanna Roe

# MINUTES CITY OF STEVENSON SPECIAL JOINT COUNCIL MEETING WITH SKAMANIA COUNTY FIRE DISTRICT NO. 2 January 21, 2020 6:00 PM, City Hall

1. CALL TO ORDER: Mayor to called the meeting to order at 6:06 pm.

## PRESENT

Councilmembers Amy Weissfeld, Annie McHale, and Robert Muth.

City Staff in attendance: City Administrator Leana Kinley, Community Development Director Ben Shumaker

FD 2 members: Rob Farris, Chief (via telephone); Tom Delzio, Commissioner

## 2. FIRE HALL PROJECT:

a) Direction on Path Forward: A brief update on information gathered since the last meeting was provided by City Administrator Kinley. The cost to build using a Public-Private Partnership (P3) was determined to be too much for either agency to bear in addition to navigating the challenging political optics of a P3 arrangement in our community.

A discussion over a revised layout, alternative building sites and ideas on other types of lease-back models took place. The topic of other financing models arose and agreement was that a bond or voter-approved tax levy would be needed to successfully fund the construction of the new fire hall.

Initiating a public relations campaign to educate and inform local voters regarding the need to approve a bond to help pay for the new fire hall was discussed at length. Chief Farris stressed the importance of creating an easy to understand message that included the project costs, the work done to reduce costs, and the improved services to be provided. Having the public appreciate the fire department is a good steward of tax money is important in gaining their trust. The current levy for FD2 is .85/\$1,000. Raising an additional .55/\$1,000 was recognized as a significant challenge. Chief Farris pointed out the other projects voters will be asked to fund in the next few years, including a school bond and wastewater treatment facility.

Mayor Anderson shared information on a consultant he met at the recent IACC convention. The consultant, a former fire chief in rural Stevens County, successfully passed a bond measure and built two fire halls. Mayor Anderson noted the need for the fire department to be the primary agency in the bond campaign, and to make the main

message be about replacing the deteriorating fire hall. He stated the local committees had reached their peak, but more work was needed with the fire department as lead. Conducting tours and open houses, attending safety fairs, hosting Chamber events, holding community workshops and getting the public involved in selecting a design were viewed as positive methods for generating public buy-in.

Chief Farris praised the recent efforts of the Skamania County EMS at getting a levy passed and suggested looking to them for advice and ideas. When to put the ballot to the voters was then debated. The fall election of 2020 was viewed as too busy and crowded. February or April 2021 was seen as better times to hold a local election. A decision to explore contracting with a consultant to guide the development of the bond campaign was made, and Administrator Kinley will develop an RFQ for consultant services. Chief Farris will put the topic on the February agenda at the Fire District meeting.

Questions were raised about changing the building location to a different site. Next steps include getting updated schematics and building plans. Councilmember Weissfeld asked if a 'ballpark' cost estimate could be arrived at by using the new drawings. Chief Farris asked to have the land committee meet again to review alternative sites.

Councilmember McHale asked about timelines. Administrator Kinley reminded everyone of the other projects taking place in the City. Getting final building designs and plans for electrical and mechanical systems would take a while. She anticipated going out to bid in December of 2021, with construction taking place in 2022. She advised using the time to promote the project would be beneficial. Using local media to highlight FD 2's service to the community was suggested. A planned building burn at the Lodge was seen as a good opportunity to get photos into the paper. She reiterated the importance of relaying the message the FD has determined the necessity for the project because the current building has significant deficiencies. Showing how cost savings were achieved was also highlighted.

**3. ADJOURNMENT** - Mayor Anderson adjourned the meeting at 7:30pm.

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Approved \_\_\_\_\_; Approved with revisions \_\_\_\_\_

Name

Date

Minutes by Johanna Roe

# MINUTES CITY OF STEVENSON COUNCIL MEETING February 04, 2020 6:00 PM, City Hall

1. CALL TO ORDER: Mayor Anderson called the meeting to order at 6:11pm.

Councilmembers Annie McHale, Robert Muth and Paul Hendricks were present. Public Works Director Karl Russell and Community Development Director Ben Shumaker were also present.

## 2. NEW BUSINESS:

a) Award Russell Avenue Construction Contract - Public Works Director Karl Russell recommends the council award the Russell Avenue construction contract to NW Construction General Contracting, Inc. of Battle Ground, WA in the amount of \$712,957.65. The engineer's recommendation was presented along with the bid tabulation. Council discussed the ability of the contractor to complete the work and the need to accept the low bid.

MOTION: To award the Russell Avenue construction contract to NW Construction General Contracting, Inc. in the amount of \$712,957.65 made by Robert Muth and seconded by Paul Hendricks. Motion passed unanimously.

3. ADJOURNMENT – Mayor Anderson adjourned the meeting at 6:29pm.

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Approved \_\_\_\_\_; Approved with revisions \_\_\_\_\_

Name

Date

Minutes by Leana Kinley

## CITY OF STEVENSON RESOLUTION NO. 2020-354

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

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

**WHEREAS**, the Plan outlines significant capital improvements that are required and the City does not have the financial capital to finance the improvements; and

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

**WHEREAS**, a public hearing was conducted on February 20, 2020 at a regular public meeting and the public and staff gave testimony concerning the project and funding application.

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

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

**APPROVED AND PASSED** by the City Council of the City of Stevenson, Washington at its regular meeting this 20<sup>th</sup> day of February, 2020.

ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson



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

TO:	City Council
FROM:	Ben Shumaker
DATE:	February 19 <sup>th</sup> , 2020
SUBJECT:	Chinidere Mountain Estates—Development Agreement—Severing Phase 4

#### **Introduction**

This memo provides information regarding a request by the new owners of Phase 4 of the subdivision to proceed with construction of a single-family residence and forego their authority to divide the property into 8 lots as authorized in the preliminary plat approval and previous development agreements.

#### **Recommendation**

Staff recommends a City Council approval of Resolution 2020-355 and an amended development agreement that is mutually acceptable to the City and the subdivision parties.

#### **Background**

Preliminary plat approval for Chinidere Mountain Estates was issued on September 21<sup>st</sup>, 2006. The approval required construction of the phased development to be completed by September 21<sup>st</sup>, 2011. In response to the "Great Recession", the state legislature granted a 5-year extension for all subdivisions approved in 2006. In August of 2016, the City Council authorized another extension, establishing both interim progress dates and new final completion dates for each of the subdivision's 4 phases. In October of 2018, the City Council extended those dates again.

Also in response to the "Great Recession", the original owners obtaining approval of Chinidere Mountain Estates, sought to divide the property into 2 lots, transferring phases 1 through 3 of the development to a new owner and reserving Phase 4 for themselves. Phase 1 was developed, phases 2 and 3 are authorized for further development, and Phase 4 has since been transferred to Attwater LLC.

As it relates to Phase 4, the effective deadlines involve Attwater's submittal of phase-specific engineering documents by September 21<sup>st</sup> of this year. Failure by Attwater to submit this information would forfeit its right to develop the phase. Attwater wishes to accelerate that forfeiture through this development agreement.

#### **City Staff Review**

In its review of this proposal, the City Council is in different position than when reviewing new preliminary plat proposals. The phased development, the short plat dividing ownership of the phases, the City's previous approvals related to Phase 1, and Attwater's pending expiration all reduce the City's options in this review. These factors have led to staff's decision to recommend limiting Attwater to a minimal amount of construction, and no longer requiring Aspen (developer of Phases 1-3) to extend a water main through Phase 4 to connect at Fir Street.

In the draft agreement developed by the City, staff is proposing Attwater:

1- Provide street ends for Brady Lane (adjacent to the site on its west boundary and Fir and Spruce streets on its north boundary. Preliminary discussion indicate the appropriate street ends would be a hammerhead on Brady and right-of-way dedication but no construction between Fir and Spruce.

- 2- Provide easements for the water line stubbed into the property and the sewer main bisecting the property that were installed with Phase 1.
- 3- Verify all sewer laterals installed with the sewer main are decommissioned.
- 4- Provide easement for pedestrian flow between Brady Lane and Fir Street.

Staff believes the 1<sup>st</sup> and 4<sup>th</sup> requests would have been made if the original plat had proposed a single lot in the location of Phase 4. The 1<sup>st</sup> request was brought up to Attwater last summer, the 4<sup>th</sup> was only identified this winter. The 2<sup>nd</sup> and 3<sup>rd</sup> requests are seen as necessary to undo some of the issues caused by the partial development of Phase 4 prior to this request to now abandon it.

Prepared by,

Ben Shumaker Community Development Director

## **CITY OF STEVENSON**

## **RESOLUTION NO. 2020-355**

# AMENDING THE A DEVELOPMENT AGREEMENT ADOPTED UNDER CITY OF STEVENSON RESOLUTION 2016-288 AND RCW 36.70B, TO EXTEND THE CHINIDERE MOUNTAIN ESTATES PRELIMINARY PLAT APPROVAL.

WHEREAS, the preliminary plat approval for Chinidere Mountain Estates subdivision was granted on September 21<sup>st</sup>, 2006 and subject to a 5-year completion timeline in accordance with RCW 58.17.140(3) as it existed at that time; and

WHEREAS, the Washington State Legislature, through several amendments to RCW 58.17.140, extended the completion timeline for preliminary plats such as Chinidere Mountain Estates to 10 years; and

WHEREAS, on June 16, 2016, the City Council of the city of Stevenson, acting according to its authority under RCW 58.17.140(4), adopted Ordinance 2016-1096 which allows extension of preliminary plat completion timelines; and

WHEREAS, after years of economic uncertainty, the current owners of Phase 4 of Chinidere Mountain Estates wish to abandon its right to divide the property under the approved preliminary plat; and

WHEREAS, the City Council of the city of Stevenson finds good cause and there is mutual interest between the City and the project proponents to amend the Development Agreement compliant with the terms of RCW 36.70B.170 through 210; and

WHEREAS, a public hearing was duly noticed and held by City Council on February 19<sup>th</sup>, 2020, regarding the approval of the Development Agreement attached as Exhibit "A",

NOW THEREFORE BE IT RESOLVED by the Council of the City of Stevenson that:

<u>Section 1: Findings.</u> The recitals set forth above are adopted as the findings of the City Council of the City of Stevenson in support of adoption of this resolution.

<u>Section 2: Agreement Authorized.</u> The City Council, in accordance with RCW 36.70B.200, hereby authorizes the Mayor to execute on behalf of the City the Development Agreement attached hereto as "Exhibit A".

<u>Section 2: Continuance.</u> Exhibit "A" affects the original Development Agreement only as set forth herein. All other provision of the Development Agreement shall remain in full force and effect.

PASSED in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Mayor of the City of Stevenson

APPROVED AS TO FORM:

ATTEST:

Attorney for the City of Stevenson

Clerk of the City of Stevenson

AFTER RECORDING RETURN TO: City of Stevenson 7121 East Loop Road PO Box 371 Stevenson, WA 98648

	This space provided for recorder's use.
INSTRUMENT TITLE:	SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, AFN 2016001640 & AFN 2019000083.
GRANTOR(S):	ASPEN DEVELOPMENT LLC, a Washington limited liability company (Phases 1 through 3); and ATTWATER, LLC, a Washington limited liability company (Phase 4)
GRANTEE:	CITY OF STEVENSON, a Washington municipal corporation
ABBREVIATED LEGAL DESC:	
FULL LEGAL DESC:	Lot 1 and Lot 2 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN 2008170088, Lots 1-27 and Tracts A-D of Chinidere—Phase I Subdivision as recorded with the Skamania County Auditor as AFN 2017000886.
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	03-75-36-3-0-0500 and 03-75-36-3-0-1200
REFERENCE NUMBER OF RELATED DOCUMENTS:	AFN 2008170088, AFN 2016001640, AFN 2017000886, AFN 2019000083

#### SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2020, by and between Aspen Development, LLC ("Aspen"), a Washington limited liability company, Attwater, LLC ("Attwater"), a Washington limited liability company (collectively, Aspen and Attwater are referred to as the "Developer"), and the City of Stevenson, a Washington municipal corporation (the "City") (collectively, all parties are referred to as the "Parties").

## RECITALS

WHEREAS, Aspen is the owner of APN 03-75-36-3-0-1200, legally described as Lot 1 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN 2008170088 and as further divided through Chinidere—Phase I Subdivision as recorded with the Skamania County Auditor as AFN 2017-000886, and Attwater is the owner of APN 03-75-36-3-0-0500, legally described as Lot 2 of the Feliz Short Plat as recorded with the Skamania County Auditor as AFN 2008170088; and

WHEREAS, on February 24, 2006, the City issued preliminary plat approval for that certain development known as Chinidere Mountain Estates (the "Development"), which was later amended and varied on July 11, 2016; and

WHEREAS, the Development was contemplated to be constructed in four phases; and

WHEREAS, in 2016, the Parties entered into the Development Agreement recorded August 16, 2016 under AFN 2016001639 and 2016001640 (the "Development Agreement"), which extended preliminary plat approval for all phases of the Development; and

WHEREAS, the Development Agreement authorized the amendment of the same by mutual written agreement between the Parties; and

WHEREAS, in 2018, the Parties entered into the First Amendment to Development Agreement recorded January 22, 2019 under AFN 2019000083 (the "First Amendment"), which again extended preliminary plat approval for all phases of the Development; and

WHEREAS, Attwater as Developer of Phase 4 requests to relinquish its rights to divide the Phase 4 property as authorized under the Preliminary Plat approval and the above-described Development Agreement and First Amendment; and

WHEREAS, City Council held a public hearing on February 20, 2020 to consider the request; and

WHEREAS, the preliminary plat approval for the Development involved transportationand utility-related conditions for all phases of the Development which at this time have been partially satisfied; and

WHEREAS, the relinquishment of development rights for Phase 4 would detract from the Development's ability to satisfy all conditions of preliminary plat approval; and

WHEREAS, subject to the terms of this Amendment, the Parties agree that there is good cause to allow Attwater to relinquish its right to divide Phase 4 and that it is in the best interest of the City and the Developer to continue to allow the division of Phase 2/3.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**1. Recitals.** The Recitals set forth above are true and correct and incorporated herein by this reference.

**2. Relinquishment of Development Rights.** Attwater hereby relinquishes its right to divide the property as approved in the Preliminary Plat Approval for Chinidere Mountain Estates. This relinquishment is made based on Attwater's agreement to:

- **a.** Provide street ends to the satisfaction of the Public Works Director for Brady Lane, Fir Street, and Spruce Street,
- **b.** Provide the City with easements adequate to maintain the sewer and water utilities constructed on Phase 4,
- c. Verify all unused sewer laterals on Phase 4 are appropriately decommissioned,
- **d.** Provide easement to enable pedestrian connectivity from Brady Lane to Fir Street. In enabling this connectivity, the pedestrian easement provided through Tract C of Phase 1 may be used as a path of travel.

3. Effect on Phase 1 and Phase 2/3; Survival ot Terms of Development Agreement. Attwater's relinquishment of its development rights will not affect the rights of Aspen as they relate to Phase 1 and Phase 2/3. The timeline under the First Amendment survives after this Second Amendment. Except as so amended by the terms of this Second Amendment, all terms of the original Chinidere Development Agreement as amended by the First Amendment to that Development Agreement shall survive this amendment and are hereby reinstated.

# MISCELLANEOUS PROVISIONS

**Counterparts.** This Amendment may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Amendment will constitute the final instrument.

**Effective Date.** This Amendment is effective upon recording, which shall occur within thirty (30) days of City Council approval by resolution, or the terms herein shall be null and void.

**Termination.** This Amendment will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

**City's Reserved Authority.** Notwithstanding anything in this Amendment to the contrary, the City will have the authority to impose new or different regulations to the extent required by a

serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is generally not a serious threat to public health and safety but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of the Stevenson City Council after appropriate public process. The City further retains all police power regulation and all authority not subject to vested rights limitations under RCW 58.17.033.

Authorization. The persons executing this Amendment on behalf of City and Developer are authorized to do so and, upon execution by such parties, this Amendment will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Amendment and to consummate or cause to be consummated the transactions contemplated hereby.

**Run with the Land.** This Amendment will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Skamania County Auditor.

**Public Hearing.** The Stevenson City Council has approved execution of this Amendment by resolution after a public hearing.

**Dispute Resolution.** Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

**Venue.** This Amendment will be construed in accordance with the laws of the State of Washington, and venue is in the Skamania County Superior Court.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Amendment or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

**Performance.** Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

**Severability.** If any portion of this Amendment will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Amendment is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

**Inconsistencies.** If any provisions of the Stevenson Municipal Code and land use regulations are deemed inconsistent with this Amendment, the provisions of this Amendment will prevail, excepting the City's reserved authority described above.

**Amendments.** This Amendment may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Skamania County deed records.

**Survival.** Any covenant or condition set forth in this Amendment, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Amendment, will survive the expiration or earlier termination of this Amendment and will remain fully enforceable thereafter.

**No Benefit to Third Parties.** The Parties are the only parties to this Amendment and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Amendment. There are no third-party beneficiaries.

**Entire Agreement.** This Amendment and Development Agreement constitute the entire agreement between the Parties as to the subject matter.

**Notices.** All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City	City of Stevenson 7121 East Loop Road, PO Box 371 Stevenson, WA 98648
With a copy to:	Kenneth B. Woodrich, City Attorney 1501 W. 8 <sup>th</sup> Street, Suite 201 Vancouver, WA 98660
Aspen	Aspen Development, LLC ADDRESS NEEDED
With a copy to:	Jordan Ramis, PC Attn: James D. Howsley 1499 SE Tech Center Place, Suite 380 Vancouver, WA 98683
Attwater	Attwater, LLC

With a copy to:	Landerholm
	Attn: Steve C. Morasch
	805 Broadway Street, Suite 1000
	PO Box 1086
	Vancouver, WA 98666-1086

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

**Non-waiver.** Waiver by any Party of strict performance of any provision of this Amendment will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Amendment will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

**Interpretation of Agreement; Status of Parties.** This Amendment is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Amendment. Nothing contained in this Amendment will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

**Future Assurances.** Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Amendment.

# **Execution of Agreement; Counterparts; Electronic Signatures.**

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Signatures appear on the following pages.

Aspen Development, LLC

By:	Date	
Its:		
STATE OF Westington	х.	
STATE OF Washington	)	
~ .	) ss.	
County of	)	
		:- 11
	have satisfactory evidence that	_ is the
1 11	, and said person acknowledged that he/she signed this	
	e/she was authorized to execute the instrument and	
acknowledged it as the	(title) of	
	(company) to be the free and	
voluntary act of such party for the	he uses and purposes mentioned in the instrument.	
Dated:	, 2018.	
	NOTARY PUBLIC FOR	_
	My Appointment Expires:	_

\_

(Seal or stamp)

Attwater, LLC

By:	Date	
Its:		
STATE OF Washington	_)	
	) ss.	
County of	_)	
I certify that I know or I	have satisfactory evidence that	is the
•	e, and said person acknowledged that he/she signed this	15 the
1 11	he/she was authorized to execute the instrument and	
acknowledged it as the	(title) of	
	(company) to be the free and	d
voluntary act of such party for	the uses and purposes mentioned in the instrument.	
Dated:	2018	
<u>Duroun</u>	, 2010.	
	NOTARY PUBLIC FOR	

(Seal or stamp)

City of Stevenson

By:	Date	
Its: Mayor		
STATE OF Washington	)	
	) ss.	
City of Stevenson	)	
L certify that I know or h	ave satisfactory evidence that	is the
•	, and said person acknowledged that he/she signed this	15 the
1 11 7	e/she was authorized to execute the instrument and	
	(title) of	
	(company) to be the free and	
voluntary act of such party for the	ne uses and purposes mentioned in the instrument.	
Dated:	2018	
Dated	, 2018.	
		-
	NOTARY PUBLIC FOR	-
	My Appointment Expires:	-

(Seal or stamp)

Approved as to form:

City Attorney

# CITY OF STEVENSON ORDINANCE 2020-1155

## AMENDING THE CITY OF STEVENSON ENGINEERING STANDARDS VOLUME 1 – DESIGN AND PLANNING, CHAPTER 1 – GENERAL PLANNING, DESIGN, AND APPROVAL REQUIREMENTS, SECTION 1.15 – CHANGES TO STANDARDS.

**WHEREAS,** The *City of Stevenson Engineering Standards for Public Works Construction*, herein after referred to as the "Standards", 1) contain a procedure to allowing for amendments thereto; and

**WHEREAS**, the current procedure for amending the Standards lacks adequate provisions for public involvement prior to the City Council's adoption of changes; and

**WHEREAS**, the Planning Commission has advised, and the City Council concurs that greater public involvement efforts related to changes to the Standards are necessary; and

**WHEREAS**, amendments to the Standards are permitted according to Volume 1 – Design and Planning, Chapter 1 – General Planning, Design, and Approval Requirements, Section 1.15; and

**WHEREAS**, the City has decided a Threshold Determination under the State Environmental Policy Act is not necessary for these amendments; and

**AND WHEREAS,** after considering all public comments and evidence, the City Council determined that the proposed amendments 1) comply with all applicable laws and rules, and 2) are necessary to promote the health, safety, and welfare of the city.

**NOW THEREFORE,** THE CITY COUNCIL OF THE CITY OF STEVENSON DO ORDAIN AS FOLLOWS:

- Section 1 Amendment to Standards. The City of Stevenson Engineering Standards for Public Works Construction, Volume 1 – Design and Planning, Chapter 1 – General Planning, Design, and Approval Requirements, Section 1.15 – Changes to Standards shall be amended by adding the <u>underlined</u> and deleting the struck through text as shown in "Exhibit A".
- Section 2 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.
- Section 3 Effective Date. This ordinance shall become effective following passage and publication as provided by law.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this \_\_\_\_\_day of \_\_\_\_\_, 2020.

SIGNED:

ATTEST:

Scott Anderson Mayor of Stevenson Leana Kinley Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich City Attorney

# Exhibit A

# 1.15 Changes to Standards

- <u>A. Applicability.</u> From time to time changes may be needed to add, delete, or modify the provisions of these standards. <u>This section provides the process by which such changes</u> may be initiated, considered and take effect.
- <u>B. Initiating Changes.</u> The Engineer may propose changes to these Standards and upon approval of the City Council, they shall become effective and shall be incorporated into the existing provisions. The Council may, upon recommendation of the City Engineer, or upon its own motion, consider changes to these Standards.
- C. Process. On a case-by-case basis, the City Council may refer proposed changes to the Planning Commission for its report on the proposed change.
- A.D. Adoption. All changes to these Standards shall be made by ordinance and shall become effective upon date specified therein.



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: Stevenson City Council
From: Karl Russell, Public Works Director and Leana Kinley, City Administrator
RE: Sewer Plant Update
Meeting Date: February 20, 2020

#### Executive Summary:

This is an overview of items staff has been working on over the past month in line with the direction council gave to staff.

#### **Overview of Items:**

#### Plant Operations:

As of January 1<sup>st</sup>, 2020, Jacobs is no longer operating the WWTP. With the guidance of Ron Moeller Operations Services (RMOS) and the approval from D.O.E. City staff is operating and maintaining the WWTP. Ron Moeller began being involved in the day to day operations of the plant on December 16<sup>th</sup> and will continue to do so until January 24<sup>th</sup>. At that time Ron Moeller Operations Services will discuss the progress of city staff in operating and maintaining the WWTP and will decide the level of involvement RMOS shall have moving forward.

**UPDATE**: Steven Ogle and Pat Bailey from The Department of Ecology paid our wastewater treatment plant a visit on February 6<sup>th</sup>. They were very pleased with the efforts that have been made by staff to successfully operate the WWTP in a safe and efficient manner. So efficient that we are seeing a 62% reduction in the hauling of biosolids when compared to a year ago for the month of January. We are on track to see a reduction of 76% for the month of February when compared to February of last year. The reduction in hauling is a direct result of our efforts to maintain control of the suspended solids through a process called "constant MLSS". I could go on for a while about this process (please feel free to pull me aside to get the juicy details) but for information purposes, through running suspended solids tests with the recently purchased lab equipment, we are now able to know an exact number of solids to waste and transfer.

After interviewing staff, myself and Ron all parties felt comfortable with the decision to reduce Ron's time at the plant to one day a week with a daily check in via phone. This frequency will continue through March. I could not be prouder to be part of the team that has made the transition from contract management to operating our WWTP. In our discussions with D.O.E, Ron Moeller confessed that he thought that I may have been selling him "blue sky" in regards to the team that he would be working with when the idea of running our own plant was in its infancy. He would go on to mention to D.O.E. that I was spot on in regards to the knowledge and heart of the City Staff.

The plant continues to see marked improvement with the sidestreaming efforts of Backwoods Brewing, Walking Man and LDB, Inc.

The bid for the Immediate Improvements went to Stellar J in the amount of 24,000 + tax. Work began on January  $2^{nd}$  and is slated to be done by the end of the month.

**UPDATE:** Immediate Improvements have been completed. We are now able to monitor P.H., Dissolved Oxygen, R.A.S. pumps and both influent/effluent flows in real time. This allows us to track trends and target events that could contribute to disruptions in plant processes.

The average monthly Influent BOD load has been: 2018

- January 675 lbs/day No Effluent Violations
- February 1,793 lbs/day No Effluent Violations
- March 1,099 lbs/day BOD and TSS Effluent Violations
- April 991 lbs/day BOD and TSS Effluent Violations
- May 1,265 lbs/day BOD and TSS Effluent Violations
- June 1,124 lbs/day No Effluent Violations
- July 920 lbs/day Low pH Violation (one day)
- August 1,113 lbs/day No Effluent Violations
- September 1,439 lbs/day Low pH Violation (one day)
- October 1,072 lbs/day No Effluent Violations
- November 1,032 lbs/day No Effluent Violations
- December 807 lbs/day No Effluent Violations

#### <u>2019</u>

- January 776 lbs/day Solids washout from clarifiers on 29<sup>th</sup> and 30<sup>th</sup>, TSS and BOD Effluent Violations
- February 749 lbs/day Solids washout from clarifiers on the 18<sup>th</sup>.
- March 803 lbs/day Solids washout from clarifiers on March 13<sup>th</sup>, TSS Effluent Violation
- April 589 lbs/day Solids washout from clarifiers on April 1<sup>st</sup>
- May 1,067 lbs/day No Effluent Violations
- June 897 lbs/day No Effluent Violations
- July 785 lbs/day No Effluent Violations
- August 833 lbs/day No Effluent Violations
- September 720 lbs/day No Effluent Violations
- October 810 lbs/day No Effluent Violations
- November 620 lbs/day No Effluent Violations
- December 588 lbs/day- No Effluent Violations

#### <u>2020</u>

• January 417 lbs/day- No Effluent Violations

The current permit limit for Influent is 612 lbs/day and the current upgrades in the adopted General Sewer Plan call for a design max monthly BOD loading of 1,611 lbs/day.

#### WWTP Design:

Wallis Engineering presented the draft design and updated costs to council at the October 17<sup>th</sup> council meeting. It has been approved by DOE. The Kick off meeting for the final design phase took place on January 8<sup>th</sup> and we are on track for submittal to Ecology in June.

Staff is aware of an additional treatment method using media to increase the surface area for bugs within the aeration basin, allowing for faster treatment and increased capacity without increasing plant

footprint. There is a test being done with Clean Water Solutions and the cost difference currently estimated is dramatic. The clarifier at the WWTP developed "issues" unrelated to the MOB technology and it did hinder the test results. Repairs/adjustments to the clarifier will be performed and a new test will begin. Results of the test will take another two to three months. If successful, staff plans to research further.

## Funding:

Responses to the request for information from the EDA application for lift station improvements and flood protection at the wastewater treatment plant have been submitted. The total project amount is \$5,068,000 and 80% would be covered by the grant and the remaining 20% will be covered by a USDA loan that the city is in the process of obtaining. One challenge is timing of the USDA loan and the EDA grant funding as each is wanting guarantee of the other funding prior to award.

The USDA application for the EDA match is being processed. A public hearing will take place at the February meeting to comply with their requirements of public notification of use of public funds.

#### Compliance:

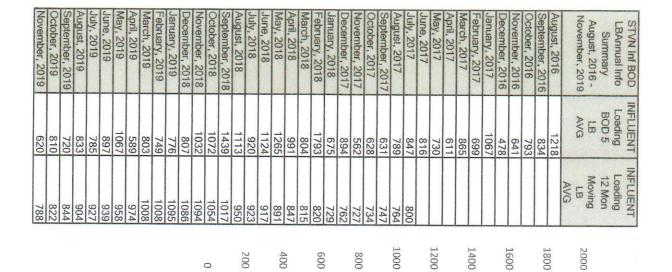
The draft amendment to the Administrative Order is still in process. When it is finalized it will require additional testing.

The City's moratorium on commercial connections above residential strength was extended for an additional year on November 14, 2019.

The contracts with Significant Industrial Users are still being negotiated. A change to the ordinance is presented at the February meeting to allow contracts with long-term tenants versus only property owners.

## Action Needed:

Pat yourselves on the back for enabling City Staff to manage the WWTP. Thank you for having faith in us.



200

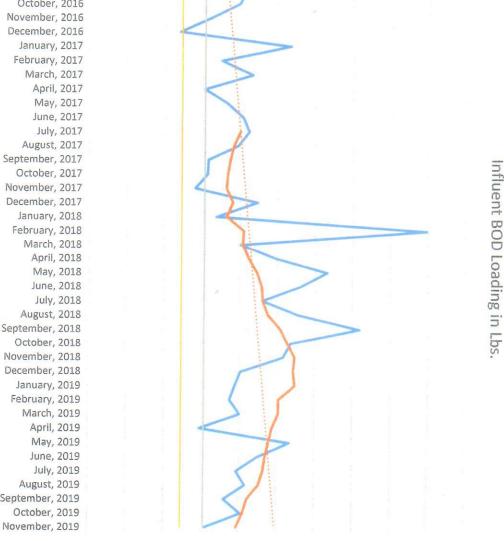
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August, 2016

400

600

800



September, 2016 October, 2016 November, 2016 December, 2016 January, 2017 February, 2017 March, 2017 April, 2017 May, 2017 June, 2017 July, 2017 August, 2017 September, 2017 October, 2017 November, 2017 December, 2017 January, 2018 February, 2018 March, 2018 April, 2018 May, 2018 June, 2018 July, 2018 August, 2018 September, 2018 October, 2018 November, 2018 December, 2018 January, 2019 February, 2019 March, 2019 April, 2019 May, 2019 June, 2019 July, 2019 August, 2019 September, 2019 October, 2019

Linear (INF BOD 12 Month Moving Avg) Inf BOD Design Max

INF BOD Ibs

INF BOD Design AVG

INF BOD 12 Month Moving Avg

37

516	475	19
5 0	534	September, 2019
5 0	490	
576	578	July 2019
630	558	
644	409	April, 2019
693	372	March, 2019
719	417	February, 2019
76	428	January, 2019
789	582	
819	726	November, 2018
810	689	October, 2018
789	729	September, 2018
77	797	August, 2018
76	884	July, 2018
759	696	
750	725	May, 2018
746	1001	
715	675	March, 2018
721	938	February, 2018
691	754	January, 2018
66	938	1
635	618	November, 2017
629	436	October, 2017
643	543	September, 2017
670	726	August, 2017
67	785	July, 2017
	863	
	677	May, 2017
	630	April, 2017
	743	March, 2017
	575	February, 2017
	409	January, 2017
	609	December, 2016
	548	November, 2016
	608	October, 2016
	866	September, 2016
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AVG		
LB	AVG	November, 2019
Moving	E	August, 2016 -
12 Mon	TSS	Summary
		I DAnning Info

400

200

0

August, 2016 September, 2016 October, 2016 November, 2016

December, 2016 January, 2017

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March, 2017 April, 2017 May, 2017 June, 2017 July, 2017 August, 2017 September, 2017

Linear (INF TSS 12 Month Moving Avg)

Inf TSS Design Max

INF TSS Design AVG

INF TSS 12 Month Moving Avg

INF TSS Ibs

600

800

1200

1000

Influent TSS Loading in Lbs.

38

#### CITY OF STEVENSON RESOLUTION NO. 2020-352 A RESOLUTION OF THE CITY OF STEVENSON AMENDING CITY COUNCIL RULES OF PROCEDURE

WHEREAS, the City has adopted City Council rules of procedure that are in need of updates; and

**WHEREAS,** the City Council finds the adoption of this resolution to be in the best interest of all the city.

**NOW, THEREFORE**, be it resolved that the City Council of the City of Stevenson, Washington, hereby adopts the following policies as described and amended in Exhibit A, attached hereto and incorporated by reference, for the benefit of the city.

Key: Strikethrough means repealed. Underlined means new.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 20<sup>th</sup> day of February, 2020.

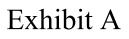
ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson



# **CITY OF STEVENSON**



# **CITY COUNCIL**

# **RULES OF PROCEDURE**

February 19, 2009 Adopted by Resolution 2020-352 February 20, 2020

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- 12 Committees
- 13 Council Relations with City Staff
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- 15 Council Member Attendance at Meetings
- 16 Council Representation
- 17 Confidentiality
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Appendix A	Sign in Sheet for Stevenson City Council
Appendix B	Public Hearing Procedures Script for Quasi-Judicial Issues
Appendix B -1	Risk Management in the Land Use Context: A primer on How to

- Avoid Being Sued
- Appendix C City Council Public Hearing, Legislative

#### Section 1 - Authority

The Stevenson City Council hereby establishes the following Rules of Procedure for the conduct of council meetings, proceedings and business. These rules shall be in effect upon adoption by the Council and until such times as they are amended or new Rules of Procedure adopted.

#### Section 2 - Council Meetings

#### Types of Meetings

Regular Meetings - The Council shall conduct regular council meetings on the third Thursday of each month beginning at 6:00 p.m. Meetings will be conducted in the Council Chambers, City Hall. The time and place of regular council meetings must be fixed by ordinance. Meetings will adjourn no later than 10:00 p.m. To continue past this time of adjournment will require concurrence of a majority of the Council. Minutes must be filed recording regular meetings.

Special Meetings – A special meeting is any Council meeting other than a regular council meeting. The Mayor or a majority of the Council Members may call a special meeting. Notice shall be given personally or by mail to all members of the governing body at least 24 hours in advance specifying the time and place of the meeting and the business to be transacted (an agenda). Whenever possible, notice of a special meeting shall be filed and/or published with the newspaper of record. The public shall be notified, 24 hours in advance, by posting at the main entrance of City Hall and on the City's web site. if and when a web site is available. Notice shall minimally include the agenda and time and place of the meeting. Only items on the agenda shall be acted upon or discussed. Minutes must be filed recording special meetings.

Study/Work Sessions – Study/Work Sessions may be held when a majority of the Council or the Mayor determines there is a need. These sessions are subject to the same notification requirements as a Special Meeting. Study/Work Sessions are informal meetings for the purpose of focusing on specific programs/projects. No final decisions are made at a study/work session. No minutes are required. Special work sessions can be held with other agencies and jurisdictions or the City Planning Commission. Minutes must be filed recording Study/Work Sessions.

Executive Sessions – These are Council meetings that are closed to the public except for the Council and Mayor, authorized staff members, and consultants authorized by the Mayor. The public is restricted from attendance. Executive sessions may only be held during regular or special meetings (note there is no prohibition against holding a special meeting solely to consider one or more subjects in executive session, but the subject must be identified at least in general terms in the meeting notice). Prior to convening in to an executive session the Mayor must publicly announce the purpose of the meeting, reason for excluding the public, and anticipated time when the session will conclude. No minutes are taken during an executive session. Executive sessions can only be called to discuss the following items as per RCW 42.30.110: <a href="https://chapter/tarkwita.authorize">chapter 42RCW 42.30.110</a>: <a href="https://chapter.authorize">chapter 42RCW 42.30.110</a>: <a href="https://chapter.authorize">https://chapter.authorize</a>

- 1. To consider matters affecting national security
- 2. Real Estate: To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price
- 3. Real Estate: To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action of selling or leasing public property must be taken in a meeting open to the public

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- 4. Public Bid Contract Performance: To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood of increased costs
- 5. To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company
- 6.5. Personnel: To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge
- 7.6.Personnel: To evaluate qualifications of an applicant for public employment or to review the performance of a public employee. (Note: Final actions on salaries, wages, and other conditions of employment, hiring, disciplining or discharging must be taken in a meeting open to the public (RCW 42.30.140(4))
- 8.7.Elected officials: To evaluate the qualifications of a candidate for appointment to elective office. All interviews of such candidates must be conducted in a meeting open to the public
- 9.8. Litigation: To discuss with legal counsel representing the City in matters relating to enforcement actions or litigation or potential litigation

Emergency Meetings – An emergency meeting is a special council meeting called without the 24-hour notice. Generally, an emergency meeting is called to address an emergency involving injury or damage to persons or property or the potential thereof when time requirements of a 24-hour notice would make notice impractical or would increase the likelihood of further injury or damage. Emergency meetings may be called by the Mayor or the consent of a majority of the Council members. There may be occasions during emergent conditions (such as an epidemic declared by FEMA or the Health Department) that it will not be safe for the Council to assemble and conduct a meeting. The Mayor may direct staff to advertise a special emergency meeting that will be conducted via telephone conference call with a speaker phone available at City Hall for the public. Staff will tape and take minutes of all actions taken during such a meeting.

Attendance by Conference Call – Occasionally a council member will not be able to physically attend a meeting due to personal problems or work conflicts; the council member received a full council packet, is prepared to participate but cannot physically be present at the meeting, and is interested in and able to participate. The Mayor may determine the council member's participation is necessary (due to quorum issues, etc) and allow the council member to participate via "conference call" or similar electronic device. Minimally, the conference call will allow the physically missing council member to hear the discussions, allows the same member to express his/her opinions and vote on the issues, and allows the members attending the meeting to hear the council member's contributions over the telephone system or similar electronic device.

## Section 3 – Quorum

At all meetings of the Council, three (3) Council Members, who are present and eligible to vote, shall constitute a quorum for the transaction of business. Two (2) or less Council Members and Mayor does not constitute a quorum for the transaction of business and that body may adjourn provided that written notice of said adjournment is posted on the exterior of City Hall door providing access to the Council Chamber per RCW 35A.12.120. Council meeting adjourned under these conditions shall be considered regular meetings for all purposes.

## Section 4 – Agenda – Order of Regular Council Meetings

#### Agenda Preparation

The City Administrator will direct the preparation of agendas for each council meeting. The Agendas will specify the time and place of the meeting, and will briefly outline the items to be considered by the Council. Agendas will be provided to the Council in advance of the meeting to allow the Council members an opportunity to review prior to the meeting.

Items can be placed on the Council's meeting agenda in the following ways:

- 1. A majority vote of the Council
- 2. Council consensus
- 3. By the City Administrator
- 4. By a Council Committee
- 5. By the Mayor

Notices of items to be placed on the agenda are due by the <u>Friday Thursday</u> morning prior to the meeting. <u>A draft agenda will be made available to the public by 5 pm the Friday before the meeting</u>. Agendas will be finalized and made available by Tuesday at 10:00 AM of the week of the meeting. The agenda will be posted on the City's website and at city hall.

The City Administrator or his/her assistant will schedule sufficient time between public hearings and other scheduled items to not keep the public waiting and provide the Council sufficient time to hear testimony and allow opportunity for deliberation. Legally required and advertised public hearings will have a higher priority over other agenda items that do not need to meet statutory or other legal regulations.

If an item needs to be placed on the agenda (other than the Voucher Packet) after the agenda is closed and notice published the Council will need to approve its addition by <u>a majority</u> voteconsensus of the Council.

#### Order of a Regular Meeting

- 1. Call to Order/<u>Pledge of Allegiance</u>— The Mayor calls the meeting to order<u>and lead the</u> <u>group in reciting the pledge of allegiance</u>. The Mayor will announce the attendance and if a Council Member is not in attendance, <u>council will vote on</u> whether or not the Council Member has an excused absence.
- 2. Changes to Agenda The Mayor, with the concurrence of the majority of the Council, may add agenda items or take agenda items out of order.

Acceptance of the Minutes – The City Administrator will ensure that proper minutes of the proceedings are being kept in accordance with statutory requirements and that all official records are properly filed and indexed to be able to respond to citizen's request for information. The minutes are the official record of the Council. Acceptance and/or

correction of the minutes require a majority affirmative vote of the Council.

- 3. Consent Agenda Consent Agenda items have either been fully considered by the City Council or are considered routine and non-controversial and may be approved by one motion. Items that may appear on the Consent Agenda may include but are not limited to Planning Commission and Board of Adjustment and Board of Appeals minutes, meeting minutes, bid awards, previously authorized agreements, previously discussed resolutions, basic informational pieces not requiring council action, travel and training requests.
- Citizen Comments Special time set aside on the agenda for members of the audience to comment on items relating to any issue or matter. The City will have "Citizen Comment Sheets" available for any citizen wishing to make comments. (Ref. Citizens Comments Section).
- 5. Public Hearings There are two kinds of public hearings legislative and quasi-judicial. A public hearing may be scheduled at any point in the agenda to balance the needs of the audience and to ensure that proper time can be set aside if more than one public hearing has been scheduled for the same meeting day. Rules for conduct of a public hearing depend on the kind of hearing. Before each public hearing the Mayor will announce the purpose of the public hearing and state the procedural rules that will apply. (See Section 7 Public Hearings). Citizens may comment on public hearing items.
- 6. Presentations from Outside Agencies/Proclamations/Recognitions Periodically, outside agencies such as the Chamber of Commerce or Economic Development Council will present updates to council on their work.
- 5.7.Unfinished Business These agenda items do not require public hearings, but do require council action or are policy issues requiring council discussion. These items have been discussed previously and are not resolved. It is not required to take citizens comment during this portion of the agenda.
- 8. Council Business These agenda items do not require public hearings but do require council action or are policy issues requiring council discussion. It is not required to take citizens comment during this portion of the agenda.

6.1.Information Items – Items for council information only. Discussion may take place.

7.9. Council and Mayor Reports – This provides council members an opportunity to report on significant activities since the last meeting.

- 8.10. City Administrator and Staff Reports This provides an opportunity for the City Administrator and other staff to update the Council members on current issues or items of Council interest.
- <u>11.</u> Voucher Approval <u>and Investments Update</u> Approval of the Claims and Payroll Vouchers and recognition of the City's current investment sales and purchases.

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- 9.12. <u>Council and Mayor Reports This provides council members an opportunity to</u> report on significant activities since the last meeting.
- <u>13.</u> Issues for the Next Meeting This provides the Council Members an opportunity to focus the Mayor and Staff's attention on issues they would like to have addressed at the next council meeting.
- 10.14. Executive Session If needed an executive session may be called for the reasons outlined in RCW 42.30.110.
- <u>11.15.</u> Adjournment With no further business to come before the Council the Mayor adjourns the meeting. The minutes should reflect the time of adjournment.

## Section 5 - Citizens Comments

Under the Open Public Meetings Act the public must be allowed to attend City Council meetings, but the Act does not require that the public be allowed to speak during the Council or Planning Commission meetings. It is up to the Council to determine its own rules about public participation.

The Council has determined that it is important to set aside a limited period of time during regular council meetings for public comment. This period 'Citizens Comments' will be scheduled for the beginning of each council meeting. Members of the audience may comment on items relating to any issue of concern or interest. Citizen comment sign-ups will be available at each regular council meeting for the use of those citizens wishing to address the Council. All speakers must sign in to be recognized. Comments are limited to three (3) minutes, except for a person speaking on behalf of a group; comments then are limited to five (5) minutes. The Mayor or Mayor Pro Tem may extend or further limit these time periods at his/her discretion. No speaker may convey or donate his or her time for speaking to another speaker.

Citizens with specific complaints or concerns will be encouraged to first refer to the appropriate City department. If issues cannot be satisfied in the normal course of work the staff will help the citizen schedule time on the next council agenda for a more formal review and discussion.

The Mayor may allow citizens to comment on individual agenda items at times during any regularly scheduled City Council meeting outside of the Citizens Comments section or scheduled public hearings.

## Section 6 - Council Discussion and Motions

All Council discussion and motions may be guided by Roberts Rules of Order, Newly Revised at the Mayor's discretion. Approval of council motions are determined by a simple majority<sub>27</sub>  $\pm$ The Mayor does not vote except to break a tie in matters other than: the passage of an ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money (RCW 35A.12.100).

Vote is by voice. If the vote is split the Mayor may ask for a roll call to clarify actual outcome.

Although a quorum may be present, passage of most ordinances requires an affirmative vote of the majority of the council.

## SECTION 7 VOUCHER CERTIFICATIONS AND APPROVALS FOR EXPENDITURES AND DISBURSEMENTS

All expenditures and disbursements made by the City to address claims against the City must follow procedures set forth by RCW 42.24.

# City Staff Responsibilities

It is the responsibility of each Department Head to ensure that every claim presented to the City Council for payment for the furnishing of materials, rendering of services or performing labor, or for any other contractual purpose shall meet the following requirements:

- 1. An invoice is attached initialed by the responsible staff member. By initialing the invoice, the responsible staff member acknowledges that the product was received, the service delivered, or the contract obligations met.
- 2. The invoice clearly shows who provided the service or product.
- 3. The charges on the invoice clearly show what was purchased and/or provided so that the department head, the City's auditor the City Council can easily understand what was purchased.
- 4. If taxes need to be assessed the invoice should include the appropriate tax assessment or indicate that the taxes will be paid directly by the City to the Department of Revenue.
- 5. Vouchers are prepared by the accounting staff. Charges on the invoice are checked to ensure that charges were correctly transferred to the voucher.
- 6. The City Administrator or Deputy Clerk (the auditing officers) will review each voucher to determine that the BARS accounting code is correct and that funds are authorized and available to meet the obligation. The City Administrator or Deputy Clerk will certify (by signature) that the voucher has been reviewed and does not violate State or City policy.
- 7. Vouchers are assembled for presentation to the City Council at the next regularly scheduled public meeting. A listing of all vouchers scheduled for approval will be provided to each council member.
- 8. The City Council may stipulate that some expenditure claims may be paid in advance of a regular council meeting. This most frequently happens in large public works construction projects when contractual requirements require payments within a short time frame. Nevertheless, those payments will be included in the voucher packet for council approval at the next regularly scheduled council meeting.
- 9. Voucher packets are filed in the auditing office and stored for the period required by the State Law.

# City Auditing Officer

The state requires that the vouchers pass through a formal certification process. The City uses a "blanket certification process" that includes the listing of vouchers being approved, the total amount expended by fund, the signature of the auditing officer. The certification statement is as follows:

*I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or the partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City and that I am authorized to authenticate and certify to said claim.* 

The City Administrator or in his/her absence, the Deputy Clerk, shall serve as the auditing officer.

## City Council Responsibilities

It is the City Council's responsibility to ensure that the system of auditing and certifying vouchers is operating in a manner to provide the greatest possible protection for the City Council, for the City and for their citizens. The State Auditor BARS Manual does state that the members of the governing body do have responsibility and liability for each voucher approved. State law more specifically states:

Any person who knowingly approves or pays or causes to be approved or paid a false or untrue claim shall be guilty of a gross misdemeanor and, in addition, he shall be civilly liable on his bond to the municipal corporation or political subdivision, as the case may be, for the amount so paid or for three hundred dollars whichever is the greater.(RCW 42.24.110)

The key is of course knowingly approves.

The Council shall make certain that the City staff properly implemented the process described in "City Staff Responsibilities" and may want to spot check an invoice to make certain the invoices are signed and properly transferred to the voucher. The City Council member should be alert to changes in disbursement trends and question those trends.

Both state and city laws require special procedures for reimbursement claims filed by city employees and elected officials as set forth in Section 17 "Eating and Drinking at Public Expense" of this document. Special attention should be paid that these disbursements are valid and meet requirements.

## Section 8 - Public Hearings

## **Types**

There are two types of public hearings: legislative and quasi-judicial. The Mayor will ensure the appropriate hearing procedures are followed and will inform the council of the proper procedures. Citizens may comment on public hearing items.

#### Legislative Public Hearings

The purpose of a legislative public hearing is to obtain public input on the legislative decision on matters of policy. These could include (without limitation) council review of budgets, land use plans and utility rate adoptions.

#### **Quasi-Judicial Public Hearings**

The purpose of a quasi-judicial public hearing is to decide issues including the right of specific parties and include, without limitations, certain land use matters such as site-specific rezones, preliminary plats, and variances. The City Council's decision on a quasi-judicial matter must be based upon and supported by the "record" of the matter. The "record" consists of all testimony or comment presented at the hearing and all documents and exhibits that have been submitted. In quasi-judicial hearings, Council Members shall comply with all applicable laws including without limitations the appearance of fairness doctrine (Ref. Appendix B).

Note! The Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Council Member of a Council Member's business associate, or immediate family. It could involve *ex parte* (outside the hearing) communications, ownership of property in the vicinity, business dealings with the proponents and/or opponents before or after the hearing, business dealings of the Council Member's employer with the proponents and/or opponents, announced predispositions, and the like. Prior to any quasi-judicial hearing, each Council member should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If so, no matter how remote, the Council Member should disclose the facts to the City Administrator who will seek the opinion of the City Attorney. The City Attorney's opinion will be communicated to the Mayor and Council Member.

#### Section 9 - Ordinances

No ordinance should be prepared for presentation to the Council unless requested by the Council and/or Mayor, City Administrator or City Attorney. The City Attorney shall review all ordinances prior to adoption.

Two readings of an ordinance are required, except when there is an urgent need. Ordinances regarding franchise agreements must be adopted at a regular meeting.

Prior to enactment the Ordinance shall be tracked by its title which should be read prior to voting. The Clerk to the Council shall assign a permanent ordinance number after enactment.

Upon enactment of the ordinance, the Clerk to the Council shall obtain the signature of the City Attorney and the signature of the Mayor. After obtaining both signatures the Clerk to the Council shall sign the ordinance.

Summaries of all ordinances shall be published in the official newspaper as a legal publication immediately following enactment.

## Section 10 - Mayor and Mayor Pro Tem

The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Mayor Pro Tem will act in that capacity. The Council shall designate a Mayor Pro Tem at the beginning of every calendar year. If both the Mayor and Mayor Pro Tem are absent, the Council Members present shall elect one of its members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem.

It is the responsibility of the Mayor or Presiding Officer to:

- Preserve order and decorum in the Council Chambers
- Observe and Enforce the Council Rules of Procedure
- Conduct the meeting in an orderly manner and decide questions of order.
- Recognize council members in the order in which they request the floor.
- From time to time the Mayor shall appoint Council Members to serve on special City Council or ad hoc committees.

## Section 11 – Filling City Council Vacancies

The purpose of this section is to provide guidance to the City Council when a Stevenson City Council Member position becomes vacant before the expiration of the official's elected term of office. Causes of vacancy as set forth in RCW 42.12.010 include resignation, recall, forfeiture, written intent to resign, or death of a Council Member. Pursuant to state law, a vacancy shall be filled only until the next regular municipal election, to serve the remainder of the unexpired term. If a vacancy occurs in the office of a Council Member, the Council will follow the procedures outlined in the following:

RCW 35A.12.050 Vacancies – Filling of Vacancies in Council/Mayor Form of Government

RCW 42.30.110(h) – Executive Session Allowed to Consider Qualifications of a Candidate for Appointment to Elective Office

RCW 42.30.060 - Prohibition on Secret Ballots

RCW 42.12 - Vacant Position

In order to fill the vacancy with the most qualified person available until an election is held, the Council shall direct the City Administrator's Office to prepare, distribute and publish a notice of the vacancy in the City's official newspaper with courtesy copies to other appropriate outlets. All applicants must be a registered voter of the City of Stevenson and have a one (1) year residency in the City of Stevenson. Interested applicants will be asked to submit an application form stating they meet the qualification requirements and a letter of interest. All applications received by the deadline date for the position will be copied and circulated to the Mayor and Council Members. The Council will conduct interviews of the applicants at a public meeting (regular or special). The City Administrator's Office shall notify applicants of the location, date and time of the City Council interviews.

The Mayor shall determine the order of appearance, amount of time allotted for each interview, and format for the interviews. The Council shall conduct all interviews during the open public session of the meeting. Upon completion of the interviews, Council Members may convene into Executive Session to discuss the qualifications of applicants. However, all deliberations, nominations and votes taken by the Council shall be in open public session. The Mayor shall call for nomination(s) and deliberation for selection. Following the close of discussion, the Mayor shall call for the vote. The nominee receiving the majority vote shall receive the appointment.

The City Administrator shall ensure that the new Council Member be sworn in to office prior to the next regularly scheduled City Council meeting.

## Section 12 – Committees

From time to time the City Council will identify the need to form special advisory committees, task forces, or commissions to address issues on behalf of the City Council. Their advice on a wide variety of subjects aid the Mayor and Council Members in their various decision-making process. Effective citizen participation is an invaluable tool for local government.

Committees can be established by ordinance or by motion of the City Council. Occasionally Washington Law will require establishment by ordinance, more often it is at the discretion of the City Council as to which method is employed. Persons of wide-ranging backgrounds who are interested in participating in public service but not interested in competing for public office can be involved in advisory committees, task forces or commissions.

#### Advisory Committees

Advisory Committees are formed to address specific issues or functions. Every advisory committee will be re-examined periodically by the City Council to determine its effectiveness and whether it has completed its working functions. The size of the advisory group shall be determined by the Council in relation to its duties and responsibilities. Members and alternate members of all advisory bodies are appointed by a majority vote of the City Council during a regularly scheduled meeting. Vacancies may be advertised so that interested citizens may submit letters of interest and/or applications.

Advisory Committees will be responsible for adopting their operating policies consistent with any established resolutions or ordinances. All meetings of advisory committees are open to the public in accordance with the public meeting laws of the State of Washington which requires a minimum 24+ hour advance notice. The advisory chairperson will be responsible for coordinating meeting time, place and agenda with the appropriate City support staff. City staff will be responsible for properly advertising notice of all meetings. Minutes shall be kept of all meetings in accordance with the public meeting laws of the State of Washington.

Members may resign at any time their personal circumstances change to prevent effective service. Members may be removed from the advisory committee after three consecutive unexcused absences.

## Section 13 - Council Relations with City Staff

The City Council serves as the City's policy makers, and the City staff serves as the implementers and/or administrators of the Council's policies.

All written informational material requested by individual Council Members shall be submitted by City staff to the City Administrator who will distribute to the Council member requesting the information as well as any other Council Members who express an interest in receiving a copy of the same information.

When mail of a general nature that is addressed to the Mayor or Council Member is received it shall be copied to all City Council Members with a copy saved to file. Mail addressed to Council Members that is marked personal and/or confidential shall not be opened by City Staff.

Council Members shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City permits. Nor shall any individual Council Member interfere with the operating rules and practices of any City Department.

No individual Council Member shall direct the City Administrator to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council.

There will be mutual respect from both City Staff and Council Members of their respective roles and responsibilities. This same courtesy and respect will guide all comments and conduct in public meetings.

## Section 14- Council Meeting Staffing

The City Administrator shall attend all regular meetings of the Council unless excused. If the City Administrator has an excused absence, a staff person shall be designated to attend in his/her absence. The City Administrator may make recommendations to the Council, may take part in the discussion, but shall have no vote. The City Administrator will ensure that appropriate staff (the recorder) is present to properly record (minutes) the meeting <u>or and</u> departmental heads will be present to address issues and questions the Council Members may have with respect to agenda items.

The Public Works Director or his/her designee shall attend all regular meetings of the Council. The Public Works Director shall be prepared to answer questions, make recommendations and participate in discussions relevant to Public Worksas needed.

The City Attorney shall attend all meetings of the Council unless excused, and shall upon request, give an opinion, either written or oral, <u>on legal questionsas needed</u>.

The Community Development Director or his/her designee shall attend all regular meetings of the Council. The Director shall be prepared to answer questions, make recommendations and participate in discussions as needed.

## Section 15- Council Member Attendance at Meetings

#### Excused Absences

Excused absences are defined as follows:

- 1. Death of an immediate family member An immediate family member would include spouse, child, parents, siblings, grandparents, father and mother-in-law or daughter or son-in-law.
- 2. Illness Illness of either a Council Member or immediate family member, as defined above.
- 3. Accident, Bad Weather, other circumstances beyond the Council Member's control
- 4. Absences for Council Business A Council Member who is absent because of their commitments representing the Council at other meetings or events/activities.
- 5. Prior Arranged Absences The Council may, at their discretion, excuse an absence if arrangements are made prior to the absence.

All excused absences must be voted on and approved by a majority of council present.

#### Unexcused Absences

1. A council position shall become vacant if the Council Member fails to attend three consecutive regular meetings of the council without being excused by the council (Ref. RCW 35A.12.060). The minutes will show the Council Member as having an <u>un</u>excused absence for each meeting not attended without an excused absence.

## Section 16 - Council Representation

If a Council Member appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Council Member shall state the majority position of the council, if known, on such issues(s). Personal opinions and comments that differ from the council majority may be expressed if the Council Member clarifies that these statements do not represent the Council's position.

Council Members need to have the Mayor and/or other Council Members' concurrence before officially representing the other Council Members' views. And as a matter of courtesy, any letters to the editor, interviews or other communication by a Council Member of a controversial nature that do not reflect the City's majority opinion should be presented to the City Council prior to publication so that the Council Members may be prepared.

## Section 17 – Confidentiality

Council Members shall keep confidential all written materials and verbal information, including but not limited to the topic(s) and/or the substance, provided to them during Executive Sessions, to ensure that the City's position is not compromised. Confidentiality also includes information provided to Council members outside of Executive Sessions when the information is considered to be exempt from disclosure under exemptions set forth in the Revised Code of Washington (RCW 42.23.070).

If the Council, in Executive session, has provided direction or consensus to City staff on proposed terms and conditions for any type of issue, all contact with the other party should be done by the designated City staff representative handling the issue. Council Members should obtain the permission of the Mayor and/or City Administrator before discussing the information with anyone other than other Council Members, the City Attorney or City staff designated by the City Administrator. Any Council Member having any contact or discussion needs to make full disclosure to the City Administrator and/or the City Council in a timely manner.

## Section 18 - Eating and Drinking at Public Expense

The objective of this policy is to provide clear direction for the reimbursement for City Council business related food and beverage costs incurred by the City Council and/or staff during non-travel periods (Ref. City Personnel Policy for reimbursements for travel related expenses). The policy will provide guidelines by which to determine whether or not expenditures by the City, City Council and/or staff may be allowed when refreshments and other related costs are made available at meetings involving City official and volunteers.

Staff and council members have the responsibility for becoming knowledgeable about authorized expenditures and the documentation requirements. Care should be taken to avoid unnecessary or excessive expenditures, and those not directly and reasonably related to the conduct of City business.

## Food and Beverage Cost for City Meetings

Generally, the City **will not** incur costs for refreshments, and other related items, for meetings or functions held in the normal course of business or which are attended solely by City officials. However, when certain meetings or functions are scheduled during one or more meal times and the City Council **has expressly approved** the meeting as such, the City may incur such costs directly or as a reimbursement to employees who have incurred such costs on behalf of the City. Food and beverage costs may only be incurred wherein a municipal function, public purpose, or City program is served or furthered (Ref. AG Opinion dated May 14, 1987 "Eating and Drinking at Public Expense"). Refreshments purchased solely for personal entertainment are not a legitimate City expense.

#### Food and Beverage Costs for Ceremonies and Celebrations

Reasonable expenses, including food and beverage, associated with commemorating a dedication or an unveiling that is recognized as serving a public purpose are legitimate City expenditures. The public celebrations must be open to the general public. Support of a local "event" or celebration may not take the form of a gratuitous contribution of public funds to a private person, committee or organization. Expenditure of public funds on a publicly sponsored event requires the existence of a recognizable public purpose that relates to the City's existence, proper authorization from the legislative authority for such public sponsorship, and a reasonable relationship between the amount of the City's expenditure and the "public" nature of the event.

## Reimbursable Expenses Incurred by a City Official at Other Meetings

Meals consumed by a City Official during a meeting or other function where the City Official is conducting City business or representing the City are reimbursable to the official.

#### Approval Procedures and Claims for Reimbursement

Approval for food and beverage expenses at a council meeting or for ceremonies and/or celebrations must be approved by the City Council in advance of any expenditure. Expenditures

for meal costs incurred by an official and/or employee at a meeting must be pre-authorized by their direct supervisor. (Council members are approved by the Mayor).

A claim for reimbursement shall be submitted as follows:

- 1. All claims must be submitted on a reimbursement form provided by the City Finance Department
- 2. The reimbursement form will identify the name of the person who consumed the goods for which reimbursement is requested, a description of the event, ceremony or meeting (including date, location and time) at which the food was consumed, and the public purpose served
- 3. Any claim for reimbursement must be accompanied by a bona fide vendor's receipt. Payment for table service at a restaurant (the tip) may be included at a rate of 15% of the price of the meal. No reimbursements will be made for liquor.
- 4. Reimbursements will be made by claims warrant only

#### Section 19 – Emergent Communications

Occasionally there are important or emergent happenings in the City when Council Members should receive briefings as quickly as possible and not wait until the next council meeting. The City Administrator or designee will contact the Mayor with a draft memo detailing the issue(s). After review approval the memo will be forwarded by email (or telephone) to all council members.

## Appendix A-Sign in Sheet for Stevenson City Council

# SIGN IN SHEET FOR STEVENSON CITY COUNCIL

DATE:\_\_\_\_\_

If you are planning on addressing the City Council on a specific issue during the Public Comment period please list your name and topic of concern. The Mayor will call on you during the Public Comment period. Please limit comments to three minutes.

Name: (please print)	<u>Topic:</u>

# Appendix B – Public Hearing Procedures Script for Quasi-Judicial Issues

The following represents a recommended procedure as a general instruction for the conduct of Quasi-Judicial hearings and may be followed or departed from in the Mayor's discretion. Failure to follow this recommended procedure shall not constitute a *prima facie* failure of Due Process.

## Opening

- The Mayor shall open the public hearing by stating the name of the application
- The Mayor shall direct any persons wishing to be heard to sign in at the sign-in table

#### Rules of Order Presented by the Mayor

- The Mayor shall explain that the public hearing will proceed in an orderly manner and ask that the members of the public respect the process
- The Mayor shall ensure that everyone will be given an opportunity to be heard The Mayor shall ask that all comments be made standing or at a speaker's rostrum if available. All speakers must first give his or her name and address for the officially recorded transcript of the hearing. The Mayor shall further explain that if there is an appeal the court must make its decision on the basis of what is said at this meeting
- The Mayor shall ascertain if anyone will require special accommodation in order to speak so that arrangements can be made
- In fairness to all in attendance, each person wishing to speak will be given an opportunity to address the Council. Depending on the number of people in attendance the Mayor may limit the initial period of time allowed. If additional time is needed the Mayor may allow additional time after all interested parties have had an opportunity to speak
- There should be no demonstrations (clapping, cheering, booing) during or at the conclusion of anyone's presentation
- This public hearing is the time for presentation of testimony, not an opportunity for debate
- The City Council is interested in promoting an orderly public hearing to give all persons in attendance an opportunity to be heard

## Appearance of Fairness and Conflicts of Interest Presented by City Attorney

• The hearing is quasi-judicial in nature, (especially in land use cases) and must comply with the appearance of fairness and conflict of interest rules. Quasi-judicial actions are defined as actions of the Council which determine legal rights, duties, or privileges of specific parties in a hearing. The public hearing must be fair in three respects: form, substance and appearance

- All Council members and the Mayor should give consideration as to whether they have:

  a demonstrated bias or prejudice for or against any party to the proceedings
  a direct or indirect monetary interest in the outcome of the proceedings
  a prejudgment of the issue prior to hearing the facts on the record, or
  ex parte contact with any individual, excluding administrative staff, with regard to an issue prior to the hearing, and whether the individual supports or opposes the project. Each Council Member must disclose whether any of the factors listed above are at issue and respond to the question: Do you have an Appearance of Fairness or Conflict directed to the attorney).
- And finally, the members in the audience are asked if there are any objections to a Council Member or Mayor's participation in the proceedings. (*Again, refer any affirmative answers to the attorney*).

#### Order of Speaking – Mayor

- Staff presentation
- Request to staff (City Administrator) if there were any written materials submitted. City Administrator or Attorney to summarize the document
- Comments from applicant
- Comments from proponents
- Comments from opponents
- Comments from any others wishing to speak
- Comments from applicants in response/rebuttal. New material may not be introduced
- Response from Staff to any subjects raised by any of the speakers, or any additional clarifications
- Questions from Council Members to any speaker or staff person who made comment
- The Mayor may ask if anyone in the audience has any comments to clarify an item raised by a Council Member's questions. No new items can be presented nor should the speaker repeat his/her previous testimony. This is an opportunity for clarification

## Council Discussion

- The Mayor making certain there is no further testimony closes the public testimony portion of the hearing
- Council discussion is held Council should consider discussing issues in terms of findings and potential conditions
- Request for any further recommendations or comments from staff
- Mayor calls on the Council members to make a motion (take action) or postpone. If action taken Mayor directs staff to prepare findings and decision

## Appendix B-1Risk Management in the Land Use Context: A Primer on How to Avoid Being Sued

Local government actions related to the development of land, such as planning, zoning, and platting, are a frequent source of litigation. Land use decisions routinely affect, sometimes significantly, the value of land parcels, which tends to generate litigation from property owners seeking to maximize their properties' value.

Sometimes lawsuits cannot be avoided; however, the following information will help you to minimize your risk of having to defend against land use claims. Here are a few concepts that you need to know and follow, along with suggestions for avoiding land use lawsuits:

#### 1. Involve Professional Staff and Consultants.

Guidance from planners, engineers, lawyers, and surveyors should be sought throughout the process. They will make sure you are up to date on industry and professional standards, and current laws. From the time that a land use application is filed to the final decision, the assistance of experts will help in creating a defendable record and a sound decision. The land use process has become too complex and technical to navigate without some professional assistance.

#### 2. Stay Current.

Know the applicable laws and keep local codes and procedures current with appellate court decisions, Growth Management Hearings Board decisions, and state statutes. Promptly inform staff and decision makers of new decisions. Schedule yearly reviews of your land use code to make sure it meets any new requirements.

## 3. Timeliness and Notice.

Project permit applications are required to be processed within deadlines established by state statutes and local codes. Statutes and codes require that notice is given in a certain manner at certain times and usually that public hearings are held. Make sure all required notices are given and hearings held.

Develop checklists or summaries for the different types of applications you process. The checklists should identify the various deadlines and notices applicable to the particular application.

## 4. Legislative Hearings vs. Quasi-Judicial Hearings.

Decision-making bodies—boards, councils, and commissions—must understand when they are acting in a legislative role and when they are acting in a quasi-judicial role. The legal standards for what constitutes a valid decision differ depending upon which role applies. Quasi-judicial hearings require legal due process for the applicant. More leeway exists when acting in a legislative capacity. Hence, more lawsuits arise from quasi-judicial hearings than from legislative hearings.

Decisions of general applicability affecting the community at large are usually legislative in nature. The following land use actions are legislative:

Adoption, amendment, or revision of comprehensive plans;

Adoption of area-wide zoning ordinances;

Adoption of area-wide zoning amendments.

Quasi-judicial land use actions are defined in RCW 42.36.010 as those that "determine the legal rights, duties or privileges of specific parties in a hearing or other contested case proceeding." The characteristics of matters that are quasi-judicial are the following:

The decision applies an existing policy or law rather than creating a new one;

The proceedings seek to reach a fact-based decision between two distinct alternatives; The decision has a greater affect on a limited number of specific persons and a lesser affect on the general community at large.

Examples of decisions that are quasi-judicial include subdivisions, preliminary plat approvals, conditional use permits, SEPA appeals, rezones of specific parcels of property, variances, and other types of discretionary zoning permits if a hearing must be held by statute or local ordinance. If a single proceeding combines both legislative and quasi-judicial functions, treat it as a quasi-judicial proceeding.

#### 5. Fairness and Appearance of Fairness.

Government staff and decision makers should avoid making promises to applicants or project opponents. Furthermore, the decision makers and government staff should avoid prejudging applications and must not have a personal interest at stake in the matter. Personal interests include financial gain or ownership, family or social connections, associational or membership ties, and being employed by an applicant or interested party.

Washington is one of a few states that has the Appearance of Fairness Doctrine, which requires decision makers who act in a quasi-judicial role to not only be free from actual bias, but also the appearance of bias. To determine whether a violation of the Appearance of Fairness Doctrine has occurred, the question asked is this: Would a fair-minded person in attendance at this hearing say that everyone was heard who should have been heard, and that the decision maker was impartial and free from outside influences? To avoid violations of the Appearance of Fairness Doctrine, base decisions solely upon the record, allow everyone to be heard who wants to be heard, and give reasonable credit to all information presented, while according the information the weight, or lack thereof, that it deserves.

#### 6. No Ex Parte Contacts in Quasi-Judicial Proceedings.

*Ex parte* contacts are those between a decision maker and one side in a controversy for which that decision maker will issue a ruling. Quasi-judicial decision makers are prohibited by RCW 42.36.060 from making *ex parte* contact with either side in a case. *Ex parte* contacts always should be avoided. If such contact occurs, however, it may be cured by publicly disclosing the substance of the *ex parte* contact, placing it into the record, and providing opportunity for rebuttal by opposing sides.

#### 7. Follow Written Hearing Procedures.

Proper procedures are important to avoid due process violations, and written procedures are more likely to be followed than unwritten ones. Written procedures make everyone aware of the process in advance. Procedures, for example, may detail the order of the hearing, rules of respect and decorum, and urge those with common views to choose a spokesperson.

#### 8. Base Decisions on the Record.

Quasi-judicial land use decisions must be based on and supported by the "record." The record consists of testimony at the hearing and all documents submitted at the hearing, and those submitted outside the hearing but within a set timeframe. You should preserve quasi-judicial hearing testimony by either a tape recording or court reporter. The documents are typically letters making arguments, maps, staff reports, and drawings, which are numbered and admitted as official exhibits and entered into the record. Only hearing testimony and documents officially submitted into the record should be used to render a decision. Make sure tape recordings are audible and that all speakers, including the decision makers, state their names before speaking.

## 9. Consider All Relevant Facts in the Record and Apply Them to the Law.

Quasi-judicial decision making requires applying the law to the facts and coming to logically supportable decisions. However, not all facts are equal and it is the duty of decision makers to weigh facts and determine their probative value. A staff report is a good starting point because it should identify all relevant facts available at a given point in time. Neighborhood opposition to a project, standing alone without reference to facts relevant to the decision, is not a legitimate basis for denial of a land use application. Likewise, unsubstantiated opinions have little value. Quasi-judicial hearings are not popularity contests, but forums for gathering relevant facts that bear upon the decision criteria stated in state law and local codes.

## 10. Create a Written Statement of Findings.

A clear, written decision applying facts to the applicable law will help avoid lawsuits. The written finding should demonstrate that open, considered deliberation occurred, not a *pro forma* decision of a predetermined outcome. The written decision must be more than just an approval of the minutes of the hearings. It is appropriate to request staff to draft a final written decision and bring it to the next meeting for review and approval.

# 11. Identify Potential "Problem" Projects Early.

Recognizing those land use projects that are potential "problems," such as an unclassified use, a novel or controversial development, or a contentious developer, early in the process may be helpful for avoiding liability and lawsuits. When you or your staff identify a potentially problematic project, it is crucial to seek guidance from professionals such as lawyers, planners, and engineers.

Prepared by Michael B. Tierney, Esq. The information provided herein is intended as a general overview and is not intended to guide decisions or provide legal advice in any particular instance. Application of the information in this article to specific situations should always be accompanied by advice from professionals in the land use field.

# **APPENDIX C CITY COUNCIL PUBLIC HEARING -**

Legislative

TITLE: \_\_\_\_\_

Time Set For: \_\_\_\_\_

*"I would like to open the public hearing at \_\_\_\_\_\_"* 

Staff/Consultant/Attorney Presentation

Public Comment Period

"Please state your name for the record and try to keep your comments to \_\_\_\_\_ minutes"

"Is there any more public comment? This is an opportunity to add new information not addressed in previous testimony. If none: *"I am closing the public hearing at \_\_\_\_\_"*"

Additional Council/Staff Discussion

Response from staff to clarify questions raised during the public hearing. Questions from council to public or staff to clarify questions raised during the hearing. Mayor makes certain there is no further testimony.

CLOSE PUBLIC HEARING

Council Discussion (Council can ask Mayor to see clarification from members of the audience or staff if an issue needs clarification).

**Potential Action** 



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

TO:	City Council
FROM:	Ben Shumaker
DATE:	February 19 <sup>th</sup> , 2020
SUBJECT:	Zoning Code Amendment – Trade Districts Code Update

#### **Introduction**

This memo introduces a potential amendment to the City of Stevenson Zoning Code. The amendment is proposed by the City's administrative leadership team and seeks to 1) prohibit new Single-Family Detached Dwellings, Manufactured Homes, and Modular Homes in the C1 Commercial District, 2) codify a recent zoning interpretation allowing conditional use approval for Townhomes in the CR Commercial Recreation District, 3) codify a recent zoning interpretation allowing conditional use approval for and Cultural Attractions in the C1 District, 4) allow Townhomes as principal uses in the C1 District, and 5) allow certain Murals as permitted uses in the C1, CR, and M1 Light Industrial districts. As it relates to the prohibition of single-family detached dwellings, the timing of this amendment is intended to address the expiration of the current temporary moratorium on these uses in the C1 District.

#### **Single-Family Detached Dwellings**

Since December 6<sup>th</sup>, 2018, new single-family detached dwellings have been prohibited in the C1 District by virtue of a moratorium enacted and extended by the City Council. The moratorium is set to expire on May 16<sup>th</sup>, 2020. The moratorium was originally enacted in response to a prospective development. The property on which that development was proposed has since been permitted to construct a tri-plex and construction is underway. The proposed ordinance would replace the temporary moratorium with an outright prohibition.

This continues a previous City discussion during which it was decided to hold action until issues related to the moratorium were more settled. As proposed previously, the amendment:

- 1) Adopts a definition for "Dwelling Unit" which aligns with the definition of the International Building Code.
- 2) Removes "Townhome" and "Detached Single-Family Dwelling" from a nest under Single-Family Dwelling"
- 3) Amends the Use Category for Single-Family Detached Dwelling to nest the categories for "Manufactured Home" and "Modular Home" within that category. Doing so accommodates a state preemption.
- 4) Deletes the Use Category for "Two-Family Dwelling" as redundant.
- 5) Amends the Use Tables of SMC 17.15.040 and SMC 17.25.040 to reflect the changes above.

Additionally, the current draft 1) amends the Density Table in SMC 17.25.050 to remove requirements related to single-family dwellings and 2) amends the Dimensional Table in SMC 17.25.060 to allow future modifications to existing single-family detached dwellings.

#### Zoning Interpretations

The following interpretations of use tables by the Zoning Administrator have been incorporated in this proposal:

ZON2019-03 – Cultural Attraction Uses in the C1-Commercial District: "In the C1 Commercial District, Cultural Attraction uses shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1.

Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses."

<u>ZON2019-04 – Townhome Uses in the CR Commercial Recreation District:</u> "In the CR Commercial District, the Townhome use shall be interpreted as if it were listed as Conditional (C) in SMC Table 17.25.040-1. Additional interpretations may be considered which would establish the use as Accessory (A) to existing uses."

#### <u>Murals</u>

Finally, 2019 saw the Planning Commission review and approve 2 conditional use permits for murals proposed by the Stevenson Downtown Association (SDA). The amendment proposal creates a new category of mural and would allow staff to administratively approve murals of that type while reserving the Planning Commission's authority to review murals not qualifying as the new type. Discussion leading to this proposal was initiated by the SDA after the review of their second mural and the change is supported by Mayor Anderson.

#### Planning Commission Guidance

The Stevenson Planning Commission has not yet made a recommendation to the City Council on this proposal. At their February meeting, the Planning Commission advised staff to take a moderate approach to community involvement. This approach would exceed the bare minimum required for any amendment to the Zoning Code by 1) conducting direct staff outreach to downtown owners potentially impacted by the single-family residential prohibition, and holding an additional public hearing before the Planning Commission prior to making a recommendation.

The Planning Commission also requested additional options for dealing with the mural request, including 1) reducing fees for murals proposed by non-profit agencies and 2) providing public notice of murals and welcoming comments for City staff—instead of Planning Commission—consideration as part of a Mural's permitting process.

Additional changes to the attached draft are likely in the Planning Commission's recommendation, if one is made.

#### Next Steps

Depending on the Planning Commission's actions, the City Council could expect to see this topic again at a public hearing on its March meeting agenda.

Prepared by,

Ben Shumaker Community Development Director

Attachment

- Staff Draft Ordinance 2020-1157

# CITY OF STEVENSON ORDINANCE 2020-1157

AMENDING THE STEVENSON ZONING CODE (SMC TITLE 17); MODIFYING WHERE SINGLE FAMILY DETACHED DWELLINGS AND TOWNHOMES ARE ALLOWED; CLARIFYING USE CATEGORIES WITHIN SMC 17.13.010; AND INCORPORATING ZONING INTEPRETATIONS CONDUCTED UNER SMC 17.12.020.

WHEREAS, the City of Stevenson TBD;

**WHEREAS,** the amendment process related to the changes to single-family development in the downtown area was guided by and conducted with knowledge of the Tactic 4.3-4 of the Stevenson Comprehensive Plan, and the City Council is satisfied this ordinance does not conflict with the suggestive text (e.g., "consider" and "such as") of that Tactic; and

**WHEREAS**, the following use interpretations conducted under SMC 17.12.020 have been reviewed for inclusion in the periodic amendment included in this ordinance:

- ZON2019-03 related to Cultural Attractions in the C1 Commercial District,
- ZON2019-04 related to Townhomes in the CR Commercial Recreation District; and

**AND WHEREAS,** the Stevenson City Council finds that the best interests of the public health, safety and welfare would be served by the amendments herein,

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STEVENSON, STATE OF WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1 – The following definition shall be added as SMC 17.10.275 – Dwelling Unit:

"Dwelling Unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

#### Section 2 – The definition of Mural at SMC 17.10.738(5), originally adopted through Section 1.D.1.5 of Ordinance 2017-1103 shall be amended by adding the <u>underlined</u> text as follows:

5. <u>a.</u> "Mural" <u>or "Type 1 Mural"</u> means any sign depicting a decorative design or scene intended to provide visual enjoyment that is painted or placed on an exterior building wall and contains no commercial message, logo, symbol, or graphic, provided that, when placed on a residential structure, such depiction is not considered a mural or intended to be regulated under this code.
<u>b.</u> "Type 2 Mural" means any Mural as defined above which is 1) located in a Trade District and 2) proposed and maintained by the City of Stevenson, the Stevenson Downtown Association, or a non-profit representing the interests of the Stevenson business community.

Section 3 – Use 1. of SMC Table 17.13.010-1 Residence or Accommodation Uses, originally adopted through Section 3.B.2 of Ordinance 2017-1103 and amended by Section 2.A of Ordinance 2017-04 and Section 1 of Ordinance 2019-1141, shall be amended by deleting the struck through text and adding the <u>underlined</u> text as follows:

1.	Dwe	elling <del>Unit</del>	Any building that contains one or more dwelling units [SMC 17.10.275]	SMC 17.10.275
		-	used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that are occupied for living purposes.An independent living unit within a building, designed and intended for	
			occupancy by not more than one family and having its own housekeeping, kitchen, sleeping and bathroom facilities.	
	a.	Single-Family <u>Detached</u> Dwelling	A single detached building containing one dwelling unit. Single-family detached dwellings exclude Mobile Home and include stick-built homes as	
		Dweining	well as the following types:	
			1. "Manufactured Home". A single-family detached dwelling built	<u>RCW 35A.21.312,</u>
			according to the United States Department of Housing and Urban	<u>RCW 35A.63.146,</u>
			<b>Development Manufactured Home Construction and Safety Standards</b>	<u>RCW 43.22A, RCW</u>
			Act, which is a national preemptive building code. A manufactured home:	<u>59.20.030, WAC</u>
			(i) includes plumbing, heating, air conditioning, and electrical systems; (ii)	296-150M, SMC
			is built on a permanent chassis; (iii) can be transported in one or more	<u>17.40.120</u>
			sections with each section at least 8 feet wide and 40 feet long when	
			transported, or when installed on the site is 320 square feet or greater, and (iv) when sited, is designed to be permanently connected to required	
			utilities.	
			2. "Modular Home". A factory assembled structure designed primarily for	RCW 43.22, RCW
			use as a dwelling when connected to the required utilities. A Modular	<u>46.04.303, WAC</u>
			Home (i) includes plumbing, heating and electrical systems contained	<u>296-150F</u>
			therein, (ii) does not contain its own running gear, (iii) must be mounted	
			on a permanent foundation, and (iv) shall conform to the structural design	
			requirements of the local jurisdiction. A modular home does not include a	
			travel trailer, mobile home or manufactured home.	
			Single-family dwellings are distinguished by the following types:	
			1. "Single-Family Detached Dwelling" is a single detached building, which	
			term shall include manufactured home and modular home, containing one dwelling unit.	
			2, "Townhome" is a dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units 1) share one or more common walls at the lot line, 2) are on separate lots, and 3) have separate	SMC 17.38.085
			entrances. Other common terms for this use include townhouse,	
			brownstone, row house, etc.	
	<del>b.</del>	Manufactured Home	A single family detached dwelling built according to the United States	<del>RCW 35A.21.312,</del>
			Department of Housing and Urban Development Manufactured Home	RCW 35A.63.146,
			Construction and Safety Standards Act, which is a national preemptive	RCW 43.22A, RCW
			building code. A manufactured home: (1) includes plumbing, heating, air conditioning, and electrical systems; (2) is built on a permanent chassis;	59.20.030, WAC
			(3) can be transported in one or more sections with each section at least 8	<del>296-150M, SMC</del> <del>17.40.120</del>
			feet wide and 40 feet long when transported, or when installed on the	17.40.120
			site is 320 square feet or greater, and (4) when sited, is designed to be permanently connected to required utilities.	

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<del>c.</del>	Modular Home	A factory assembled structure designed primarily for use as a dwelling when connected to the required utilities. A Modular Home (1) includes plumbing, heating and electrical systems contained therein, (2) does not contain its own running gear, (3) must be mounted on a permanent foundation, and (4) shall conform to the structural design requirements of the local jurisdiction. A modular home does not include a travel trailer, mobile home or manufactured home.	<del>RCW 43.22, RCW</del> 4 <del>6.04.303, WAC</del> <del>296-150F</del>
d.	Mobile Home	A factory-built dwelling built prior to June 15, 1976, to standards other than the United States Department of Housing and Urban Development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States Department of Housing and Urban Development Manufactured Home Construction and Safety Act. Mobile home does not include recreational vehicles, travel trailers, modular homes, or manufactured homes.	RCW 43.22A, RCW 59.20.030
e.	Travel Trailer	A trailer built on a single chassis transportable upon the public streets and highways that is designed to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.	
f.	Accessory Dwelling Unit (ADU)	An ancillary (i.e., secondary) dwelling unit located on the same legal lot as a primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex unit, it is clearly subordinate to the primary dwelling in terms of size, use and appearance, and may be located in zoning districts which do not otherwise allow Multi-Family Dwellings.	RCW 35A.63.230, RCW 43.63A.215, SMC 17.40.040
<del>g.</del>	Two-Family Dwelling	A building containing 2 dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances.	
h.	Multi-Family Dwelling	A building containing 23 or more dwelling units in which the dwelling units share a common wall, floor/ceiling or roof (including without limitation the wall of an attached garage or porch) and which have separate entrances. Multi-family dwelling also includes apartments, cluster-type housing, condominiums, <u>duplexes</u> , and multiple dwellings or groups of structures on a single lot.	
i.	Temporary Emergency, Construction or Repair Residence	A residence (which may be a mobile home or travel trailer) that is: (1) located on the same lot as a residence made uninhabitable by fire, flood or other natural disaster and occupied by the persons displaced by such disaster; or (2) located on the same lot as a residence that is under construction or undergoing substantial repairs or reconstruction and occupied by the persons intending to live in such permanent residence when the work is completed; or (3) located on a nonresidential construction or security responsibilities over such construction site. However, no such temporary emergency, construction or repair residence shall be inhabited for more than 6 months, unless authorized by the Planning Commission.	
Ŀ	<u>Townhome</u>	A dwelling unit within a building containing 2 or more attached dwelling units in which the dwelling units (1) share one or more common walls at the lot line, (2) are on separate lots, and (3) have separate entrances. Other common terms for this use include townhouse, brownstone, row house, etc.	

Section 4 – The use category for "Dwelling Units", in SMC Table 17.15.040-1 Residential Districts Use Table, originally adopted through Section 5.D.2.1 of Ordinance 2017-1103 and amended by Section 3.A.1 of Ordinance 2017-04, shall be amended by deleting the struck through text, adding the <u>underlined</u> text, and moving text which is doubly struck-through/underlined, as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

Use	R1	R2	R3	MHR	SR
Residence or Accommodation Uses					
Dwelling-Unit					
Single-Family Detached Dwelling	Р	Р	Р	Р	Р
Townhome (SMC 17.38.085)	=	=	₽	=	=
- Manufactured Home	P	P	P	<del>P</del>	P
- Modular Home	P	P	P	P	P
Mobile Home	Х	Х	х	Р	Х
Travel Trailer	-	-	-	-	Х
Accessory Dwelling Unit (SMC 17.40.040)	А	-	-	-	А
- Two-Family Dwelling	€ŧ	P	P	€ <sup>±</sup>	€ <sup>4</sup>
Multi-Family Dwelling	C1	<u>P/</u> C <sup>1</sup>	Р	C1	C1
Temporary Emergency, Construction or Repair Residence	C <sup>2</sup>	C <sup>2</sup>	C <sup>2</sup>	-	C <sup>2</sup>
<u>Townhome (SMC 17.38.085)</u>	_	<u>-C<sup>8</sup></u>	P	-	-

#### Table 17.15.040-1 Residential Districts Use Table

1-Conditional Use Permits for <u>Multi-Family Dwellings which exceed the maximum number of dwelling units</u> <u>allowed in SMC Table 17.15.050-1</u> these uses are only considered when submitted as part of an R-PUD proposal under SMC 17.17-Residnetial Planned Unit Developments.

<u>8-Townhomes in the R2 District are subject to review according to the density and parking requirements of the R3</u> Multi-Family Residential District and shall connect to the municipal sewer system.

Section 5 – The use categories for "Dwelling Units", "Professional Offfice" and Cultural Attraction" in SMC Table 17.25.040-1 Trade Districts Use Table, originally adopted through Section 9.D.2.1 of Ordinance 2017-1103 and amended by Section 5 of Ordinance 219-1141, shall be amended by deleting the struck through text and adding the <u>underlined</u> text as follows. All other use categories, classifications and table notes shall remain in effect without amendment:

_	Use	CR	C1	M1
	Residence or Accommodation Uses			
	Dwelling-Units			
	Single-Family Detached Dwelling	- <u>X</u>	<u>РХ</u>	- <u>X</u>
	- Manufactured Home	-	P	-
	- Modular Home	-	P	-
	Multi-Family Dwelling	C1	Р	-

#### Table 17.25.040-1 Trade Districts Use Table

Temporary Emergency, Construction or Repair Residence	-	C <sup>2</sup>	-
Townhome	<u>C<sup>14</sup></u>	<u>P<sup>14</sup></u>	
General Sales or Service Uses			
Professional Office	-	- <u>P</u>	A/C <sup>13</sup>
Arts, Entertainment, and Recreation Uses			
Cultural Attraction	P	- <u>C</u>	-
14-Townhomes in the CR and C1 District must comply with SM	IC 17.38.0	) <u>85.</u>	

Section 6 – The standards in SMC Table 17.25.050-1 Trade Density Standards, originally adopted through Section 7.E.1.1 of Ordinance 2017-1103, shall be amended by deleting the struck-through text as follows.

#### Table 17.25.050-1: Trade Density Standards

District	Use	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage
CR	All	10,000 sf	-	-	35%
C1	General	0 sf <sup>1</sup>	0 ft	0 ft	100% <sup>2</sup>
-	Single-Family Dwelling	<del>6,000 sf</del>	<del>60 ft</del>	<del>100 ft</del>	<del>50%</del>
M1	All	0 sf	-	-	60%

1- Except for multi-family dwellings which require 1,200 sf per unit.

2- Except for residential uses on the first floor above grade, which are limited to 50% of lot area.

Section 7 – The standards in SMC Table 17.25.060-1 Trade Dimensional Standards, originally adopted through Section 7.F.1.3 of Ordinance 2017-1103, shall be amended by deleting the struck through and adding the <u>underlined</u> text as follows.

#### Table 17.25.060-1: Trade Dimensional Standards

	Maximum Height of Building		Minimum Setbacks				Maximum Setbacks		
District		Front	Side, Interior	Side, Street	Rear, Interior Lot	Rear, Through Lot	Front	Side, Street	
CR	35 ft <sup>1</sup>	25 ft	0 ft <sup>2,3</sup>	20 ft	0 ft <sup>2,3</sup>	20 ft	-	-	
C1	50 ft <sup>4</sup>	0 ft⁵	0 ft <sup>2,6</sup>	-	0 ft <sup>2</sup>	-	10 ft <sup>7,8</sup>	10 ft <sup>9</sup>	
M1	35 ft	15 ft	5 ft	-	0 ft <sup>2</sup>	-	-	-	

1 - A greater height may be allowed by the Planning Commission; provided it does not interfere with the views of a substantial number of upland properties which are presently residential or have a potential for residential development and there is an overriding public interest in allowing a greater height. For each 10 ft increase in height that is allowed, there shall be an additional setback or stepback of 15 ft from any property line.

2 - Except in Zone Transition Areas where the minimum setback shall be the same as any adjoining more restrictive district.

3 - Except for multiple residential dwelling units adjoining a nonresidential use where the minimum setback shall be 20 ft.

4 - 35 ft for <u>multi-family dwellings and for modification to</u> single family <u>detached dwellings existing on</u>, <u>and continuously occupied since</u>, <u>January 1<sup>st</sup>, 2013-and multi-family dwellings</u>.

5 - 15 ft for modification of single family <u>detached</u> dwellings <u>existing on, and continuously occupied since</u>, <u>January 1<sup>st</sup>, 2013</u>.

6 - 5 ft for <u>modification of single family detached</u> dwellings <u>existing on, and continuously occupied since</u>, January 1<sup>st</sup>, 2013.

7 - 20 ft for <u>modification of single family detached</u> dwellings <u>existing on, and continuously occupied since</u>, <u>January 1<sup>st</sup>, 2013</u>.

8 - Automobile service stations are exempt from the maximum front yard requirement.

9 - Single Ffamily detached dwellings existing on, and continuously occupied since, January 1<sup>st</sup>, 2013 residential construction may have a greater setback.

Section 8 – The section of SMC Table 17.25.145-1 Allowed Signage related to "Sign Type", originally adopted through Section 7.K.1.1 of Ordinance 2017-1103, shall be amended by adding the <u>underlined</u> text as follows. All other portions of SMC Table 17.25.145-1 shall remain in effect without amendment:

#### Table 17.25.145-1: Allowed Signage

	CR	C1	M1
Sign Type			
Community Information Sign	Р	Р	Р
Dilapidated Sign	X <sup>2</sup>	X <sup>2</sup>	X <sup>2</sup>
Mural <u>, Type 1</u>	С	С	С
Mural, Type 2	<u>P</u>	<u>P</u>	<u>P</u>
Off-Premises Sign	Х	х	х
Sign Placed by a Governmental Agency	Р	Р	Р
Sign of Outstanding Design	С	С	х

2 - An existing sign, together with its sign structure, which becomes dilapidated shall be removed after notice to the property owner, unless upon appeal under SMC 17.46, the property owner establishes facts sufficient to rebut the presumption of dilapidation.

Section 9 – If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof. Passed by a vote of \_\_\_\_\_\_ at the special City Council meeting of March 19<sup>th</sup>, 2020.

SIGNED:

ATTEST:

Scott Anderson Mayor of Stevenson Leana Kinley Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich City Attorney

#### CITY OF STEVENSON, WASHINGTON ORDINANCE 2020-1156

#### AN ORDINANCE OF THE CITY OF STEVENSON, WA RELATING TO AND PROVIDING FOR THE ABILITY TO CONTRACT WITH OWNER OR NON-OWNER SEWER CUSTOMERS FOR REGULATING SEWER DISCHARGE.

**WHEREAS**, the Council has adopted SMC 13.08 which allows wastewater dischargers to enter into a contract for services in lieu of obtaining a discharge permit; and

WHEREAS, SMC 13.04.060 only allows contracts between the city and property owners; and

**WHEREAS**, property owners do not have control over the waste a tenant or non-owner may discharge into the wastewater system; and

**WHEREAS**, there exists a need to allow the city to enter into a contract directly with a tenant or non-owner.

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

**Section 1 – Amendment**. Chapter 13.04 Public Utility Facility Contracts shall be amended as follows:

Key: Strikethrough means repealed. Underlined means new.

Chapter 13.04 - PUBLIC UTILITY FACILITY CONTRACTS

13.04.010 - Contracts for sewer facilities and cost reimbursement authorized.

The city is authorized, pursuant to RCW 35.91.020, as amended, to enter into contractual relationships with owners of real estate for the purpose of construction of storm, sanitary or combination sewers, pumping stations, disposal plants and appurtenances consisting of sewer facilities connecting same with the public sewer system to serve the area in which the real estate of such owners are situated, and further, the city is authorized to contract for the provisions of such owners for reimbursement therefrom such owners who do not contribute to the original costs of installation of such sewer facilities and who subsequently tap on or use the same on a fair prorated share of such installation costs including but not limited to those directly connected thereunto such facilities, but in addition, unto all users connected to laterals or branches connected thereto.

13.04.020 - Provisions for regulations in contracts authorized.

Such contracts may provide reasonable rules and regulations with respect to such installations, facilities and usage thereof.

13.04.030 - Connections—Contract recording prerequisite.

The provisions of such contracts, pursuant to statutory declaration, shall not be effective as to any owners of real estate not a party thereto unless such contract shall have been recorded in the office of the county auditor prior to the time such owner taps into or connects to such sewer facilities.

13.04.040 - Contract to provide for prorated cost reimbursement.

Any such contract entered into by and between the city and such owner of real estate shall provide for reimbursement of the contractor <sup>1</sup> s prorated costs for a period of not to exceed fifteen years from date thereof.

13.04.050 - Construction—Supervision and contract approval required.

Such sewer facilities contracted under this chapter shall be constructed under the supervision of the city, its agents and officials, and such contracts shall be approved by the city attorney prior to execution thereof.

13.04.060 - Contracts restricted to owners of real estate within city limits.

Such sewer facilities contracts shall be limited to owners of real estate within the city limits. <u>This</u> does not limit the authority for the city to enter into contracts with owner or non-owner sewer customers for regulating sewer discharge as provided in SMC Ch. 13.08.

#### 13.04.070 - Liens.

The city council shall have and reserve the right to file appropriate liens against the owners of such real estate, whether such owner be an owner in fee simple or an executory interest therein, and such lien rights reserved unto the city shall bear interest at the rate of eight percent per year from the date of filing such lien, and the city shall reserve its priority lien rights unto such facilities costs as against the owner of such real estate hereinabove specified.

13.04.080 - Contracts binding.

The contracts specified in this chapter and authorized by the city shall be binding on the respective owners, their heirs, assigns, successors and personal representatives as if they were made a party thereto.

Section 2 - Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 3 – Effective Date.** This ordinance shall become effective following passage and publication as provided by law.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2020.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

# INTERLOCAL AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

THIS AGREEMENT is entered into between Skamania County (County) and the City of Stevenson (City) for the purposes hereafter mentioned.

WHEREAS, the City has a need for Building Inspection Services, and currently does not have personnel adequately trained to meet those needs; and

WHEREAS, the County is willing to provide Building Inspection Services for the City under certain terms and conditions; and

WHEREAS, the parties are authorized to enter into interlocal agreements under the Interlocal Cooperation Act, RCW Chapter 39.34, and to cooperate for mutual advantage, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

- 1. <u>Purpose and Intent</u>. The purpose of this Agreement is to provide a mechanism whereby the County may assist the City by providing building inspection services.
- 2. Skamania County to Provide Building Inspection and Plan Review Services. The County agrees to provide Building Inspection and Plan Review services for all structures within the City's area of jurisdiction for the duration of this agreement, unless otherwise agreed to by both parties. As used in this Agreement, "Building Inspection Services" means and includes building plan review and providing all inspections for improvements requiring a City Building Permit as defined and codified by the City, now or in the future. County agrees to charge Stevenson a fee equal to the City fee schedule associated with such permits, and the City agrees to consult with the County prior to changing the fee schedule and not to charge less than the County's fee schedule for the same permit. The County agrees to provide personnel qualified and certified to provide inspection services in accordance with applicable laws and codes. The City understands that the County will afford the same priority to perform building plan review and inspection services as County review and inspections and will not provide a higher or lower priority to City's permits unless specifically agreed to.
- <u>Files</u>. The County shall maintain files and building plans required for Building Inspection Services until Certificate of Occupancy or other permit finalization; at which point, the County shall provide all files and plans to the City. Except as legally necessary, The County shall not maintain any copies of building permit files or building plans after the Certificate of Occupancy has been issued.
- 4. <u>Exclusive Agreement</u>. In order to provide for the long-term viability of this agreement, this agreement is exclusive and obligates the County to provide personnel necessary to perform inspections within the City, and obligates the City to utilize the County for such services, provided however, it shall not interfere with the ability of the parties to continue to cooperate as mutually agreed upon.

- <u>Duration of Agreement</u>. This Agreement shall take effect upon signature by the last party signing the same and shall continue in full force and effect until December 31, 2024. This agreement shall automatically renew for a five-year term commencing January 1, 2025 unless either party gives written notice to the other if its intent not to renew by January 1, 2024 or sooner as provided in paragraph 11, below.
- 6. <u>Payment</u>. Both parties agree that the County will be fully compensated for these services by the City's permit fees charged and collected.
- 7. <u>Code Enforcement</u>. Unless this agreement is modified, the City shall have sole responsibility for Code Enforcement within their area of jurisdiction. The County agrees to provide the City with all information necessary and held by the County and to cooperate fully in any City investigation and enforcement proceedings.
- 8. <u>Internal procedures</u>. The City and the County personnel shall develop a flow chart of (or other method of documenting) procedures and shall have the authority to amend procedures to allow for the efficient fulfillment of this agreement, provided it does not alter the Purpose and Intent of this agreement.
- 9. <u>Administration</u>. This agreement shall be jointly administered by the City Administrator and the County Public Works Director who will schedule coordination meetings as needed, but not less frequently than once per year.
- 10. <u>Liability and Indemnity</u>. Each party agrees to accept all liability associated with their duties agreed upon herein and as modified in the future. Each party agrees to the fullest extent allowed by law to indemnify, defend, and hold harmless the other party against any and all claims, losses, liabilities, suits, and causes of action arising out of, caused, or occasioned by any negligent act, error, or omission of the other party, its elected and appointed officers, agents, and employees, in the performance of said party's obligations under this Agreement.
- 11. <u>Termination</u>. Either party may terminate this Agreement upon 180 days written notice to the other party, provided that the provision of Section 10 shall survive termination of this Agreement with respect to any claim or liability arising out of any event occurring prior to the effective date of termination.
- 12. <u>Notices</u>. Notices required by this Agreement shall be provided in writing to the parties at the following addresses:

<u>Skamania County</u>	City of Stevenson
Public Works Director	City Administrator
170 NW Vancouver Ave.	7121 E. Loop Rd
Stevenson, WA 98648	Stevenson, WA 98648

Or such other addresses as the parties may from time to time provide each other in writing.

[Signatures appear on next page]

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

**CITY OF STEVENSON,** a Washington Municipal Corporation

\_\_\_\_\_

**SKAMANIA COUNTY,** a Legal Subdivision of the State of Washington

Board of Commissioners

By: \_\_\_\_\_ Scott Anderson, Mayor

Chairman

Ву:\_\_\_\_\_

By:\_\_\_\_\_ Commissioner

Ву:\_\_\_\_\_

Commissioner

ATTEST:

Ву:\_\_\_\_\_

Leana Kinley, City Clerk

Ву:\_\_\_\_\_

Debbie Slack, Clerk of the Board

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC City Attorney Adam Kick, Prosecuting Attorney

#### MEMORANDUM OF AGREEMENT FOR OPERATION AND MAINTENANCE OF SKAMANIA COUNTY COURTHOUSE PLAZA

This MEMORANDUM OF AGREEMENT FOR OPERATION AND MAINTENANCE OF The SKAMANIA COUNTY COURTHOUSE PLAZA (this "MOA"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between SKAMANIA COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF STEVENSON, a Washington municipal corporation (the "City").

#### RECITALS

**A.** Skamania County and the City of Stevenson have partnered with the Stevenson Downtown Association (SDA) to develop the Skamania County courthouse lawn into a recreational Plaza, for the benefit of the residents of Skamania County and the City of Stevenson. As part of that partnership, Skamania County and the City of Stevenson desire to enter into an MOA to set expectations and responsibilities that will facilitate an enduring partnership that will align ongoing costs and benefits of the project and ensure the project's long term success.

**B.** The Board of County Commissioners and the Stevenson City Council have determined that this project is in the public interest of both County and City residents, and that similar projects in other cities have increased economic growth and civic vitality in the immediate vicinity of those projects.

C. The County owns real property commonly known as the courthouse lawn, located within the City and that is contiguous with the County Courthouse. The real property that is proposed as part of this project is legally described in Exhibit A attached hereto and incorporated herein by this reference.

**D.** Once developed, the parties wish to allow the City to operate and maintain the Courthouse Plaza for the benefit of the public, while the County maintains ownership of the real property. Because the primary financial beneficiaries of any economic growth will be the City and its businesses, the City agrees that it should bear the financial responsibility for ongoing maintenance and operation of the Plaza so long as the property is operated substantially as a recreational park ("Plaza"). Because the Courthouse Plaza is contiguous to the Skamania County Courthouse and is intimately connected to the Courthouse's character, the County shall retain final decision making authority with respect to any substantial modifications to the design or branding of the Plaza, as well as retaining the right to utilize the Plaza for County related events and activities.

**E.** The City and the County understand that the development of the Plaza depends on the City and County having an enforceable agreement regarding operations and maintenance/repairs. For that reason, City and County recognize that the promises in this agreement are essential for the successful development of this project, and agree that both parties will sign the agreement and plan for the implementation of the agreement prior to the final development of the Plaza.

#### **MEMORANDUM OF AGREEMENT**

NOW, THEREFORE, the County and the City state their Agreement regarding the operational control and maintenance of the Plaza as follows:

# 1. <u>Purpose of MOA.</u>

The purpose and intent of this MOA is to define the parties' understanding of the intentions of the County and the City as they relate to the operation and maintenance of the Courthouse Plaza. The primary role for the County is to provide the real property constituting the Courthouse Plaza (see Exhibit A) and cooperate with the City in ensuring the County's assistance so that the City will have the ability to operate and maintain real property and facilities that are closely tied to the County Courthouse real property and facilities. In entering into this MOA, the parties expressly intend to create a binding, legally enforceable contract that obligates the City to commit to fully and adequately pay for the maintenance and operation of the Plaza and equally obligates the County to cooperate with the City and to ensure the real property is not encumbered or otherwise made legally unavailable for continued use as a park-like Plaza at least until the expiration of this agreement or for any longer length of time obligated by RCO or other grant awarded to the County which is used to fund the construction and development of the Plaza. Notwithstanding any other provisions of this agreement, any decisions regarding the naming or branding of the Skamania County Courthouse Plaza shall be subject to the consultation and final approval of the County.

# 2. <u>Effective Date and Duration.</u>

This MOA shall take effect immediately upon the signature of both parties (The "Effective Date"), but the City's obligation to operate and maintain the Courthouse Plaza will begin upon completion of the construction of the Plaza. This MOA shall remain in effect for thirty years from the effective date, or for such length of time as is required by any grant funding used to complete the project, whichever is longer. PROVIDED, HOWEVER, that the term of this MOA may be extended or renewed as agreed by the County and City on such terms as are negotiated at the time of extension or renewal, by written agreement between the County and the City.

County and City recognize that this agreement regarding operation and maintenance obligations is a necessary part of any cooperative effort to secure funding for and for construction of the Plaza. This agreement does not control the relationship of County and City prior to final construction of the Plaza. County and City relationships related to cooperative funding and/or construction will be controlled by other agreements or contracts.

#### 3. <u>Administrators.</u>

Each party to this MOA shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this MOA. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	City's Initial Administrator:
Tim Elsea	Leana Kinley
Skamani County Public Works	City of Stevenson City
Director	Administrator
Vancouver Avenue	7121 E. Loop Road
Stevenson, Washington 98648	Stevenson, WA 98648
(509) 427-3910 phone	(509)427-5970 phone
elsea@co.skamania.wa.us	leana@ci.stevenson.wa.us

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

#### 4. <u>Understanding of the City</u>

4.1 <u>Maintenance.</u> The City shall maintain in good working order and make any needed repairs to the existing and any future Facilities on the Courthouse Plaza during the term of this MOA.

4.2 <u>Garbage and Debris.</u> The City shall, at its sole cost and expense, and on a timely basis to ensure a clean and attractive Plaza, collect and dispose of any and all debris located within the Plaza or in the area immediately surrounding the Plaza if it seems likely that the debris came from the Plaza.

4.3 <u>Utilities.</u> The City shall pay all costs, charges and expenses for utility service to the Courthouse Plaza, including but not limited to power, water, sewer, waste water, natural gas, propane, communications and telephone services, if any.

4.4 <u>Assessments.</u> The City shall pay all costs associated with any and all assessments and Local Improvement Districts charges to the Plaza property during the term of this Agreement.

4.5 <u>Signage.</u> The City shall maintain, at its sole cost and expense, informational signs located at the Courthouse Plaza which recognizes the County and the City as partners in the development and operation of the Plaza and which provides contact information for the City as sole operator. Suggested language could include language such as: This Plaza Developed in cooperation with Skamania County. Any Recreation and Conservation Office ("RCO") required funding signs should be maintained by the City at the Plaza.

4.6 <u>Enforcement.</u> The Plaza is subject to Revised Code Washington, the City of Stevenson Municipal Code, and all other rules and regulations adopted by the City or County. The City shall, at its sole cost and expense, enforce the Revised Code of Washington, The Municipal Code of Stevenson, and any applicable Skamania County Code, rules and regulations within the Plaza, and monitor the Plaza for appropriate use.

4.7 <u>Operation as Public Park Plaza</u>. The City intends to operate the Plaza as a public park or Plaza and for such ancillary uses or purposes as are commonly associated with a public

park or Plaza and for no other purpose or use whatsoever without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. The County may enter the Plaza at any time for purposes of inspecting and ensuring the Plaza usage is consistent with the intentions expressed in this MOA.

4.8 Public <u>Access</u>. The Plaza should be available to the public during the dates and times as specified by the City and as agreed by the County. The City shall have the power to schedule special events and regular uses such as for a weekly community market, but shall confer with Skamania County to ensure that any such special or regular events do not interfere with the needs of or the regular business of the County.

4.9 <u>Usage Fees and Licensing.</u> The City may issue licenses to third parties and collect fees therefrom for all activities in the Plaza, subject to: (a) any RCO guidelines as outlined in RCO Long-Term Obligations Manual 7 (Attachment B) and any other restrictions placed on or associated with the Plaza through this agreement. The authority for granting and/or conveying all other easements, or other grant or conveyance of real property interest shall remain with the County. Any and all fees collected by the City pursuant to this Section should only be expended on Plaza operations, maintenance, repairs and improvements.

4.10 <u>General Maintenance and Adequate Reserves.</u> Except as where otherwise provided in this MOA, the City shall, at its sole cost and expense, keep and maintain the Plaza and all fixtures and improvements located thereon in good condition and repair, subject to ordinary wear and tear. All such maintenance and repair for which the City is responsible should be performed by the City in a good and workmanlike manner in compliance with all applicable laws.

Adequate reserves for the Plaza will be maintained by the City. The calculation of the reserves shall be based on the useful life of each asset in the Park Plaza and the cost to replace said asset. These reserves shall be set aside on an annual basis, and shall be calculated such as to ensure that adequate funds are available for any needed renovation and repairs of the Plaza. The reserve funds may be used for capital maintenance or repairs (over \$5000 and over one-year extension of useful life) and for capital improvements.

# 5. Joint Responsibilities.

The intent of this MOA is to pass all responsibility to the City for day to day Maintenance and Operations. It is the intent of the County to act in an advisory and oversight capacity only in order to ensure compliance with this MOA including assisting the City in pursuing additional grant funding and complying with funding source restrictions and requirements, any third party obligations, and any other legal obligations of the County and City. County shall support the City with grant funding requests as a supportive partner in any grant proposals. The parties understand the City and County will jointly develop and submit any grant funding requests depending on the nature of the funding opportunity. The City shall not apply for any grant funding that encumbers or restricts the use of the Plaza without the approval of the County.

# 7. <u>Alterations and Improvements.</u>

7.1 <u>No Conversion</u>. The City should not make additions, changes, alterations, or

improvements to the Plaza including but not limited to any electrical, mechanical, utilities, and other systems and facilities serving the Plaza existing at the effective date of this MOA or in the future (collectively, the "Alterations) that are inconsistent with this MOA's conditions and restrictions, or RCO grant contracts associated with the Plaza. Any known conditions and restrictions or RCO grant contracts are attached collectively as Exhibit B and incorporated herein by this reference.

7.2 <u>Consent by the County.</u> The City should not make Alterations without first obtaining the prior written consent of the County. The City should provide the County with detailed plans and specifications detailing any proposed Alterations. Should the County consent to any proposed Alterations, such consent should not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alterations, and the County hereby expressly disclaims any responsibility or liability for same. The County shall have no obligation whatsoever to make any Alterations to the Plaza now or at any time in the future, unless such obligations are negotiated by the City and made explicitly by the County in writing.

7.3 <u>Alterations by City.</u> All Alterations should be performed: (a) at the City's sole cost and expense unless funding is obtained through a RCO or other grant or donation source; (b) in a good safe environment and performed in a professional workmanlike manner, with all materials used being of a quality at least as good as or better than existing condition those already in use on the Plaza; (c) in accordance with plans and specifications approved by Skamania County and any associated grant/sponsor agencies; and (d) in compliance with all applicable laws, codes and regulations including but not limited to those related to prevailing wages (see RCW 39.12), retainage (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06), and competitive bidding (see RCW 36.32 and RCW 35.21.278), and all codes and regulations. The County hereby expressly disclaims any responsibility or liability for same.

7.5 <u>Disposition of Alterations at Termination.</u> Upon the expiration or earlier termination of this Agreement, all fixed Alterations should remain in and be surrendered with the Plaza as a part thereof, unless, with respect to any Alteration, the County specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case the City intends, prior to surrender, to remove the Alteration in question and repair any damage to the Plaza caused by such removal.

7.6 <u>Renewal and Disposition of Property upon Termination of Agreement.</u> Upon expiration of this agreement, the agreement will automatically renew for an additional 30-year term, unless County notifies City at least 24 months in advance of their intent not to renew the Agreement. If County notifies City of its intent not to renew this agreement, upon termination of agreement County will be responsible for all operations and maintenance of the Plaza, and City will have no further maintenance obligations under this agreement. Any funds City holds in reserve fund for maintenance of Plaza at the time of termination shall be property of City, unless County agrees to continue use of Property as Park Plaza, in which case any reserve funds shall be available for capital improvements of Plaza by County as described in Section 4.10 above. If County plans to discontinue use of property as a Plaza and sell or lease property to a third party, City shall have the right to retain any reserve funds. If County chooses to discontinue use of property as Park Plaza, County shall reimburse City for any City general fund contributions made by City in actual construction of Plaza (not to include lodging tax funds expended or any funds expended in maintenance of the Plaza, after construction).

7.7 Liens. The City intends to keep the Plaza free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, the City. Any construction liens filed against the Plaza for work claimed to have been furnished to the City will be discharged by the City, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at the City's sole cost and expense. Should the City fail to discharge any such construction lien, the County may at its election pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost to the County should be immediately due and payable by the City. The City should indemnify and hold the County harmless from and against any liability arising from any such lien.

# 8. <u>Independent Contractor.</u>

The City intends to perform all work associated with the Plaza as an independent contractor and not as an agent, employee, or servant of the County. The City intends to be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure quality and performance.

# 9. <u>Indemnification/Hold Harmless.</u>

The parties understand that the City shall assume the risk of, be liable for, and pay all damage, loss, costs, and expense of any party arising out of the operation and maintenance of the Plaza, except that caused by the sole negligence and/or willful misconduct of the County and its employees acting within the scope of their employment. The City shall hold harmless, indemnify, and defend the County, its officers, elected and appointed officials, employees, and agents from and against all claims, losses, suits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including, but not limited to, any employee, contractor, licensee, invitee and/or any other persons who may be in, on, around or upon the Plaza with the express or implied consent of the City or arising out of or suffered, directly or indirectly, by reason of or in connection with the Plaza or this MOA, or any act, error, or omission of the City, the City's employees, agents, and subcontractors, whether by negligence or otherwise. It is specifically and expressly understood that the indemnification provided in this MOA constitutes the City's waiver of immunity under the state industrial insurance laws, Title 51 RCW, solely for the purpose of this indemnification. The City understands that this waiver has been mutually negotiated.

# 10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In signing this MOA, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the parties understand the City shall defend

the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

# 11. <u>Condition of Plaza.</u>

The City acknowledges and agrees that it has had an adequate opportunity to inspect the property of the proposed Plaza, the proposed plan for creation/improvement of the Plaza and is entering into this MOA with the Plaza in the condition as is or as improved, subject to all faults and defects, known and unknown. The City further represents and warrants to the County that except for the County's express representations, warranties, covenants and obligations under this MOA and the exhibits hereto, the City has not relied and will not rely on, and the County is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Plaza and the Plaza Facilities.

# 12. Insurance.

12.1 <u>City's Insurance Obligation.</u> The parties understand that, upon signing this MOA, the City, at its own cost, shall have procured and will maintain for the duration of this MOA, insurance as specified in Section 12.2 below, the Minimum Scope and Limits of Insurance. Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County. The City's maintenance of insurance through a qualified Risk Pool is acceptable under this MOA. Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this Section 12 shall affect and/or alter the application of any other provision contained within this MOA.

12.2 <u>Minimum Scope and Limits of Insurance</u>. The City shall maintain limits no less than:

- (a) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (c) Workers' Compensation: Statutory requirements.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this MOA. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

12.3 <u>Other Insurance Provisions and Requirements.</u> The insurance coverage(s) required in this MOA are to contain, or be endorsed to contain the following provisions:

- (a) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this MOA. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance.
- (b) The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (c) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the City's liability to the County and shall be the sole responsibility of the City.
- (d) Coverage shall not be suspended, voided, canceled, reduced without prior written permission of the County.

12.4 <u>Documentation of Insurance Requirements.</u> The City shall furnish the County with certificates of insurance and endorsements per this MOA. The County reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time any of the policies described in this Section 12 fail to meet minimum requirements, the City shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

12.5 <u>Insurance Review.</u> In consideration of the duration of this MOA, the parties understand that this Section 12, at the discretion of the County Risk Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the MOA and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period. Adjustment, if any, in insurance premium(s) shall be the responsibility of the City. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

#### 13. <u>Compliance with Laws.</u>

In the performance of its obligations under this MOA, each party expects to comply with all applicable federal, state, and local laws, rules and regulations.

# 14. <u>Default and Remedies.</u>

If either party defaults in its obligations under this MOA, the non-defaulting party

shall have the right to seek specific performance by the defaulting party. City acknowledges that County has entered this MOA with the understanding that the obligations for maintenance, operations, repair, etc. of the Courthouse Plaza will be the sole responsibility of City, and that any default in City's obligations that results in maintenance, repair or operation costs being born by the County shall result in those costs being payable by the City to County upon demand..

#### 15. <u>Early Termination.</u>

There is no early termination of this agreement. Any attempt to terminate this agreement early by either party shall constitute a default of the agreement.

#### 16. <u>Dispute Resolution.</u>

County and City shall make every effort to resolve any dispute regarding this agreement informally. If informal dispute resolution is unsuccessful, there shall be no further obligation to engage in an alternative dispute resolution process.

#### 17. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

#### 18. <u>Nondiscrimination.</u>

It is the policy of the County and the City to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and city and county contracts.

#### **19.** Entire Agreement; Amendments.

This MOA constitutes the entire MOA between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This MOA may not be modified or amended in any manner except by a written document signed with the same formalities as required for this MOA and signed by the party against whom such modification is sought.

#### 20. **Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibits or schedule and the text or main body of this MOA, the text or main body of this MOA, or to any modifications or amendments to this MOA shall prevail.

IN WITNESS WHEREOF, the parties have signed this MOA as of the date first above written.

#### **COUNTY:**

#### **CITY:**

Skamania County, a political subdivision of City of Stevenson, a Washington the State of Washington

By\_\_\_\_

Name: Richard Mahar Title: Skamania County Board of County Title: Mayor, City of Stevenson Commissioners, Chair

By\_\_\_\_\_ Name: Scott Anderson

Approved as to Form:

#### **Approved as to Form:**

municipal corporation

Adam N. Kick, Skamania County **Prosecuting Attorney** 

Ken Woodrich, City Attorney

**Exhibit A** Legal Description of Courthouse Plaza Exhibit B

**RCO** grant

# OpusBank

February 10, 2020

Ms. Leana Kinley City of Stevenson 7121 E. Loop Road Stevenson, WA 98648

#### Subject: Term Sheet for the City of Stevenson

Based upon our discussions and preliminary review of the information provided to-date, Opus Bank ("Bank") is pleased to present to the City of Stevenson ("Borrower") this Letter of Intent which provides for approximately \$350,000 in equipment financing (Credit Facility).

This letter is not meant to contain, nor shall it be construed as a commitment to make a loan, nor does this letter necessarily contain all of the terms and conditions involved in the proposed financing. Rather it is intended only to outline the basic terms of the proposed financing that the Bank is prepared to consider, subject to the Bank's credit approval, and from which final terms and documents will be structured in the event that a credit commitment is made and accepted. Naturally, a final commitment must be in writing, will be subject to various conditions and will require the execution of a loan agreement and other documentation acceptable to the Bank.

In an effort to be responsive to your needs, we would like to be assured that the general terms we have outlined are acceptable to you before we continue the loan application process and initiate our due diligence. Therefore we suggest you review the following term sheet and if acceptable, please indicate your desire to proceed by signing and returning a copy to continue the due diligence process. Acceptance of this Letter of Intent will constitute your instruction to the Bank to commence its due diligence and continue its loan approval process.

Once we have received your acceptance, we will begin the due diligence and credit approval process. This proposal, if not accepted in writing and returned to us, will expire on 02/24/2020. The terms and conditions contained in this proposal will supersede any prior proposal. If you have any questions, please contact me at (916) 945-5133 or dsemenov@opusbank.com.

We appreciate the opportunity to build our relationship with you by proposing this financing and we look forward to a favorable response from you.

Sincerely,

Dmitry A. Semenov Senior Managing Director, Public Finance



#### **LETTER OF INTENT** City of Stevenson

02/10/2020

EQUIPMENT INSTALLMENT PURCHASE AGREEMENT:			
Borrower:	City of Stevenson		
Proposed Financing Amount:	Approximately \$350,000 (amount to be finalized during due diligence process)		
Purpose:	Finance smart water meter acquisition and installation		
Interest Rate:	2.83% (tax-exempt; bank-qualified preferred but not required; computed on the basis of a 360-day year of twelve 30-day months)		
Repayment:	Semi-annual principal and interest payments		
Maturity:	10 years		
Purchase option:	None. Borrower will own the equipment upon full repayment.		
Reimbursement Provision:	Borrower will be able to receive reimbursement for any Project-related equipment that is purchased between the date of this term sheet and the closing date for the financing.		
Prepayment:	Prepayment penalty of 5-5-5-4-4-3-3-2-1%, corresponding to each year of the term.		
Collateral:	The Credit Facility will be structured as an installment purchase agreement and will be secured by a first perfected priority claim on all equipment purchased. The financing amount shall not exceed 100% of the purchase price of equipment acquired and associated installation costs. No additional liens on financed equipment will be permitted.		

#### SUBJECT TO:

- Standard and reasonable representations and warranties of the Borrower for a financing of this type including but not limited to existence and authority, capitalization, accuracy of information presented, no litigation, etc.
- > Completion of due diligence and documentation customary for this type of transaction.

#### COVENANTS AND CONDITIONS:

#### Financial Reporting:

- Annual audited financial statements
- Annual budget

#### Financial and Other Covenants:

> Annual budgeting and appropriation of installment payments.

#### **OTHER REQUIREMENTS:**

- > Borrower is responsible for all costs of issuance.
- Bank will utilize its form financing documents. A \$1,000 documentation fee will be paid by Borrower at closing and can be included in the financing amount. No major revisions to the form documents can be accommodated.





- > Failure to provide required financial information will be considered an event of default.
- The default interest rate will be 12%. The Borrower will be given a reasonable notice and opportunity to cure the default before the default interest rate is assessed. Once an event of default is remedied to mutual satisfaction of the parties, the default interest rate will be removed and the interest will accrue at the Interest Rate.
- Should the Credit Facility become taxable for any reason, the Borrower will be required to pay a taxable rate equivalent (3.59%).
- Borrower will be responsible for filling out and filing 8038-G Form. A copy of the form will be provided to Bank at closing.
- > The Credit Facility will be funded within a reasonable time after completion of due diligence. Assuming efficient process, we estimate the funding date to be within 4-5 weeks of the award of the transaction.

#### DISCLOSURES:

The Bank will book the Credit Facility as a loan, and, therefore, the additional provisions and conditions set forth in this letter shall be included in the documentation, which shall include the following: the Credit Facility will be registered to the Bank, DTC will not be holding the Credit Facility and the Credit Facility will not have a CUSIP; the Credit Facility will not be rated; there will not be a disclosure document; and no amendments to the issuing documents without the Bank's prior consent. The Bank shall not be required to surrender the Credit Facility or assignment thereof for payment of principal, other than for the final payment at maturity thereof.

Inasmuch as the Credit Facility represents a negotiated transaction, the Borrower understands, and hereby confirms, that the Bank is not acting as a fiduciary of the Borrower, but rather is acting solely in its capacity as a lender, for its own account. The Borrower acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Borrower and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) the Bank and its affiliates have financial and other interests that differ from those of the Borrower, and (vi) the Borrower has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

This letter is provided solely for your information and is delivered to you with the understanding that neither it, nor its substance, shall be disclosed to any third person, except those who are in confidential relationship to you or where same is required by law.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Opus Bank Loan Servicing Department, 131 West Commonwealth Ave., Fullerton, CA 92832 or by telephone at (855) 678-7562 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: FDIC Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

This proposal is for discussion purposes only. It does not represent a commitment to lend on the part of Opus Bank. If the proposal meets with your approval, it is then subject to credit approval based upon due diligence, execution and delivery of all documentation required by the Bank in form and substance satisfactory to Opus Bank and its counsel.

Borrower: City of Stevenson

Date:

Signature

Print Name:

Title:

#### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between the <u>City of Stevenson</u>, hereinafter called "Owner", and <u>NW</u> <u>Construction General Contracting, Inc.</u>, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

**WITNESSETH:** that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within <u>100</u> working days of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of <u>Seven Hundred Twelve Thousand Nine Hundred Fifty-</u> <u>Seven Dollars and Sixty-Five Cents</u> (\$712,957.65), or as shown in the Bid Schedule.

Advertisement for Bids Instructions to Bidders Bid Proposal Form Bidder Responsibility Criteria Non-Collusion Affidavit Bid Bond Qualification of Bidder DBE Utilization Certification Form Local Agency Disadvantaged Business Enterprise DBE Written Confirmation Document Local Agency Certification for Federal Aid Contracts Proposal for Incorporating Recycled Materials into the Project Agreement Payment Bond Performance Bond Notice of Award Notice to Proceed Change Order General Conditions	Required Contract Provisions Federal-Aid Construction Contracts Amendments to the Standard Specifications Federal Wage Rates State Wage Rates State Wage Rate Supplemental General Special Provisions WSDOT Standard Plans Contract Drawings issued by the City of Stevenson, Washington, for the "Russell Avenue Improvements" project, dated December 2019 Addendum: No. <u>1</u> , dated January 22 <sup>nd</sup> , 2020 All items included within these Contract Documents.
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The term "Contract Documents" means and includes the following:

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF,** the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

	OWNER:	
	Ву: _	
(SEAL)	Typed Name: _	
	Title: _	
ATTEST:		
Typed Name:		
Title:		
	CONTRA	CTOR:
	Ву: _	
(SEAL)	Typed Name:	
	Title: _	
	Address:	
ATTEST:		
Typed Name:		
Title:		



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: City CouncilFrom: Leana Kinley, City AdministratorRE: Personnel Policy UpdatesMeeting Date: February 20, 2020

#### Executive Summary:

There have been recent changes that necessitate a revision to the Personnel Policy. A summary of each change is listed below.

#### **Overview of Items:**

#### Certification Pay:

There are a number of employees that are topped out of the salary scale. Management has been working on ideas to provide opportunities for employees to be rewarded for additional certifications they pursue outside of their job descriptions, which benefit the city. Specifically, a Wastewater Treatment Plant Group II Operator (explained below). In order to extend the opportunity to all employees, a variety of certifications are listed with the ability of the Mayor and Department Head to approve others. It will be up to the employee to maintain certification and it will not continue if a certification lapses.

The two positions that are required to have that certification are the Public Works Director and a Wastewater Treatment Plant Operator (WWTPO) II. That certification requires a number of years wastewater treatment plant experience in addition to passing a test. Previously the city was able to rely on Jacobs for back-up certifications making the need for city employees to be a Group II Operator less. With only one Group II Operator, there is a need for back-up and the employee closest to being able to test would be the Field Supervisor. If the city has a WWTPO II, there is no need for the Field Supervisor to have the certification, which is why there are no job description changes proposed.

#### Out-of-Class Pay:

There have been times where an employee performs duties that are outside of their job description. A current example is the Facilities Maintenance Worker is performing the duties of a Utilities Maintenance Worker while we are crucially short staffed. This section allows the city to pay them at a level of a Utilities Maintenance Worker rather than their hired position during the period of time they are performing work outside of their job description.

#### Meal Reimbursement:

The current policy only allows for reimbursement if travel is three hours outside of their normal work day. For public works employees attending training as nearby as Hood River or Vancouver they would not be able to be reimbursed for lunch. This change allows for that.

#### Sick Leave Donation:

The current policy allows employees to donate vacation in the event an employee is in need of additional time due to a sick leave or FMLA event. The change allows employees to also donate their sick time since the reason for the use is due to a sick leave related event.

#### Drug Policy Updates:

There are changes to the drug and alcohol policy driven by changes to CDL requirements at the federal level.

#### Job Descriptions:

The position of Building Inspector has been removed as the city will now contract with the County for those services. The position of Water Manager is also removed as it is not needed. The Facilities Maintenance Worker has always s been a temporary position and never had a job description. The addition of the job description does not require that the position be full time, it does outline their duties and specify that it is a non-exempt position.

#### Action Needed:

Approve resolution 2020-353 revising the policy as presented or with changes.

#### CITY OF STEVENSON RESOLUTION NO. 2020-353 A RESOLUTION OF THE CITY OF STEVENSON REVISING THE PERSONNEL POLICY

**WHEREAS**, the City has in place a personnel policy that is in need of updates based on an overall update of certain provisions; and

WHEREAS, the City Council finds the adoption of this resolution to be in the best interest of all city employees.

**NOW, THEREFORE**, be it resolved that the City Council of the City of Stevenson, Washington, hereby adopts the following policies as described and revised in Exhibit A, attached hereto and incorporated by reference, for the benefit of employees and managers.

Key: Strikethrough means repealed. Underlined means new.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 20<sup>th</sup> day of February, 2020.

ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

## Exhibit A



## City of Stevenson

## **Personnel Policy**

Revised 20192020



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## **RECEIPT OF PERSONNEL POLICIES**

All employees should read the following; then sign, date and return the form to your supervisor. The form will be placed in the employee's personnel file.

Enclosed are the City of Stevenson's personnel policies. It is your responsibility to read these policies, as they will acquaint you with your employee benefits, our personnel practices and rules, and some organizational philosophy.

It is important to understand that these policies do not create an employment contract or a guarantee of employment of any specific duration between the City and its employees. Although we hope that your employment relationship with us will be long term, we recognize that at times things do not always work out as hoped, and either of us may decide to terminate the employment relationship.

# At Will Notice: Unless specific rights are granted to you in employment contracts, civil service rules, or elsewhere, all employees of the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice.

As the City grows and changes, personnel policies may change. The City, therefore reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor or City Administrator. You will be notified of any such changes.

Please also understand that no supervisor, manager or representative of the City other than the Mayor or the City Administrator has the authority to make any written or verbal statements or representations which are inconsistent with these policies.

I hereby consent to deduction from my final paycheck of any amounts advanced to me that remain unearned when my employment with the City ends, including unearned vacation leave.

If you have any questions about these policies or any other polices of the City, please feel free to ask your supervisor, the Mayor or City Administrator.

I have read and understand the statements above.

**Employee Signature** 

Date

Return one signed copy of this form to payroll.



## CHAPTER 1: PURPOSE AND SCOPE

#### 1.1 INTRODUCTION

These personnel policies serve as a general guide to the City's current employment practices and procedures. As such, we hope they will help you better understand how the City operates and what is expected of you as an employee. These policies also describe what the City provides you in terms of compensation, benefits and other support.

The City places the highest value on our employees and their well-being. We want to see that you are a satisfied worker, with the support necessary to achieve the objectives of your position. Only in this manner can your contribution to the City organization be the most productive.

It is our belief that when consistent and equitable personnel policies are known and communicated to all the choices for greater job satisfaction increase. We encourage you to read these policies. If you have any questions, please ask your supervisor. As you have ideas or suggestions for improvement, please do the same.

#### 1.2 INTENT OF POLICIES

These policies are not intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration. Although we hope that your employment relationship with us will be long term, we recognize that things may not always work out as hoped, and either of us may decide to terminate the employment relationship. Unless specific rights are granted to you in employment contracts, civil service rules, or elsewhere, all employees for the City are considered at-will employees and may be terminated from City employment at any time, with or without cause and with or without notice. Please understand that no supervisor, manager or representative of the City other than the Mayor or City Administrator has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to the foregoing.

#### 1.3 SCOPE OF POLICIES

These personnel policies apply to all City employees. In cases where these policies conflict with any City ordinance, Civil Service rules and regulations, the provisions of a collective bargaining agreement, state or federal law, the terms of that law or agreement prevail. In all other cases, these policies apply.



#### 1.4 CHANGING OF POLICIES

As the need arises, the City Council may modify these policies and any changes in compensation or benefit levels by Resolution. The Mayor or City Administrator may deviate from these policies in individual situations, particularly in an emergency, in order to achieve the primary mission of serving the City's citizens. Employees may request specific changes to these policies by submitting suggestions to their supervisor. Employees must be notified in writing of modifications or revisions to this policy within 30 days of adoption and provided a copy of the change.

#### 1.5 DEFINITIONS

<u>Accident:</u> An incident involving City owned vehicles which resulted in damages amounting to at least \$1,000.00.

<u>Alcohol</u>: The intoxicating element of whiskey, beer, wine and other fermented or distilled liquors.

<u>Alcohol Use:</u> The consumption of any beverage, mixture or preparation, including any medication, containing alcohol.

<u>Child</u>: Biological, adopted, foster or stepchild or legal ward under 18 or a child older than 18 incapable of self-care. (See 7.3 for unique definition of dependent child as it relates to health insurance coverage).

<u>**Class:**</u> A group of positions sufficiently similar in duties, responsibilities, authority, and minimum qualifications to permit combining them under a single title, and to permit the application of common standards for selection and compensation.

**<u>Commercial Driver:</u>** Any employee who has a commercial driver's license (CDL) and who may operate a commercial motor vehicle on a regular or intermittent basis at the direction of, or with the consent of the City, including, but not limited to full or part-time, regularly appointed employees, and temporary or intermittent employees.

**Compensation Schedule.** A schedule of salary ranges of all position classes in the service of the city, including single position classes, setting forth the salary range for each such position in accordance with the criteria and procedures set forth in these rules and regulations and also setting forth the salary rates by step in each range.

<u>**Compensatory Time Off.</u>** Time off from work to compensate the employee for overtime worked.</u>

<u>Controlled Substance/Drugs</u>: Prohibited drugs are any illegal controlled substance including, but not limited to, marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines, as well as any drug not approved for medical use by the USDA or the



USFDA. Illegal use includes use of or impairment by any illegal drug, misuse of legally prescribed or over the counter drugs or illegally obtained prescription drugs.

**Department Head**: An employee designated by the Mayor with confirmation of the City Council to be responsible for management and supervision of a Department

**Impaired.** Under the influence of drugs or alcohol meeting or exceeding the standard of RCW 46.61.502(1), Driving Under the Influence, regardless of whether the employee is charged or convicted of the criminal conduct described therein.

<u>Medical Review Officer</u>: A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history of any other relevant biomedical information.

**Overnight Travel:** You must be more than 50 road miles from your home or work (one-hour travel time). Exceptions can be made by the supervisor in special circumstances such as:

a) To avoid driving back and forth for back-to-back late night/early morning meetings.

b) To avoid driving in inclement weather.

**Overtime.** Time worked in excess of the regularly scheduled 40-hour workweek.

**<u>Parent:</u>** Biological parent or someone who was "in loco parentis" a legal term meaning a person or entity that stands in place of a parent.

**<u>Regular Full-Time Employee:</u>** An employee who has successfully completed a trial period as defined in these policies and who regularly works a minimum of forty (40) hours a week.

**<u>Regular Part-Time Employee:</u>** An employee who has successfully completed a trial period as defined in these policies and who regularly works less than forty (40) but at least twenty (20) hours a week.

**<u>Retirement:</u>** The separation from service with the City of an employee who is retiring under regulations for the Washington State Department of Retirement systems or upon eligibility for full age retirement or early retirement benefits under Title II of the Social Security Act. The employee shall select which of these criteria to use for determination of retirement.

Memo: <u>PERS 2</u> 65 with five service credit years 55 with twenty service credit years PERS 3 65 with 10 service credit years 55 with 10 service credit years



<u>Salary Range.</u> The range of salary rates for a position as set forth in the compensation plan as established by the legislative body of the City.

**Supervisor:** An employee who is responsible for directing one or more departments or staff members.

**<u>Standby Pay</u>:** An employee is required to remain at a specific location or in an immediate vicinity of a specific location and be prepared to report immediately to work if `the need arises, although the need may not arise.

**<u>Temporary Employee:</u>** Employees who hold jobs of limited duration due to special projects, abnormal workloads or emergencies. Temporary employees are not eligible for City benefits.

**Trial Employee:** Employees who have not yet completed their trial period in a regular position and who have not been certified to regular employment status. Unless otherwise specified, when regular employees are referred to in these policies, they shall include trial employees.



## CHAPTER 2: GENERAL POLICIES & PRACTICES

#### 2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal employment opportunity employer. The City employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices shall be applied without regard to any individual's sex, race, color, religion, national origin, pregnancy, age, marital status, or disability.

#### 2.2 DISABILITY DISCRIMINATION PROHIBITED

The City will not discriminate against qualified applicants or employees with a sensory, physical or mental disability, unless the disability cannot be reasonably accommodated and prevents proper performance of an essential element of the job. The City will reasonably accommodate qualified individuals with disabilities.

#### 2.3 LIFE THREATENING/COMMUNICABLE DISEASES

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The City will work to preserve the safety of all of its employees and reserves the right to reassign employees or take other job actions, including discharge, when a substantial and unusual safety risk to fellow City employees or the public exists.

#### 2.4 ANTI-HARASSMENT POLICY

It is the City's policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by employees toward co-corkers or to members of the public. Employees are expected to show respect to each other and the public at all times, despite individual differences.

Harassment is defined as a verbal or physical conduct that demeans or shows hostility or aversion toward another employee or members of the public. Examples of prohibited conduct include slurs or demeaning comments to employees or members of the public relating to race, ethnic background, gender, religion, sexual orientation, political ideology, age, or disability.



#### 2.5 SEXUAL HARASSMENT PROHIBITED

Sexual harassment is a form of sex discrimination and is illegal. Sexual harassment is also inappropriate and offensive and will not be tolerated by the City.

Sexual harassment is behavior of a sexual nature which is unwelcome. Examples of sexual harassment include verbal behavior such as unwanted sexual comments, suggestions, jokes, or pressure for sexual favors; non-verbal behavior such as suggestive looks and leering; and physical behavior such as pats or squeezes, or repeatedly brushing against someone's body. Other conduct also may constitute sexual harassment depending upon given facts and circumstances.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct constitute sexual harassment when:

- > It is part of a manager's or supervisor's decision to hire or fire;
- It is used to make other employment decisions like pay, promotion, or job assignments;
- > It creates an intimidating, hostile, or offensive work environment.

Employees engaging in improper harassment are subject to discipline, including termination.

#### 2.6 DISCRIMINATION COMPLAINT PROCEDURE

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve. The following procedure outlines the steps to follow if you believe you have experienced harassment or discrimination on the job.

Should you believe that you have been harassed or are the victim of discrimination, you should try, if possible, to identify the offensive behavior to the harasser and request that it stop. In the event such informal direct communication is either ineffective or impossible, you should discuss your concern **immediately** with the Mayor or the City Administrator. No employee will suffer retaliation for reporting such concern. To the extent possible, complaints will be handled confidentially.

If an investigation shows the accused employee or member of the public did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal and/or written reprimands, a letter to the employee's file or an employee transfer, demotion, suspension or termination.



#### 2.7 EMPLOYEE RECORDS

A personnel file is maintained for each employee. An employee's personnel file(s) contains the employee's name, title and/or position held, job description, department to which the employee is assigned, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including discipline, and other pertinent information.

It is the City Administrator's responsibility to ensure complete personnel files are maintained for each employee to demonstrate legal requirements have been satisfied; to provide a basis for personnel actions; and to document the attainments of each employee.

Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in his/her personnel file. If the City denies the employee's request to remove the information, employees may file a written rebuttal statement to be placed in their file.

Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information as regulated by the Washington State Public Disclosure Act.

#### 2.8 EMPLOYMENT REFERENCES

Only the Mayor, the City Administrator or the supervisor will provide employment references on current or former City employees. Other employees shall refer request for references to the appropriate person. References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.



## CHAPTER 3: RECRUITING & HIRING

#### 3.1 RECRUITING

Recruiting practices are conducted solely on the basis of ability, merit, qualifications and competence, without regard to race, color, religion, national origin, sex, marital status, pregnancy, physical handicap, disability or age.

Each applicant shall complete and sign an application form prior to being considered for any position. Resumes may supplement, but not replace, the City's official application.

Any applicant supplying false or misleading information is subject to immediate termination, if hired. All statements submitted on the employment application shall be subject to investigation and verification prior to appointment.

#### 3.2 HIRING

When a position becomes vacant or is newly created and prior to any posting or advertisement of the vacancy, the supervisor shall review the position, its job description and the need for such a position. The supervisor will prepare and submit a written request to fill the position to the City Administrator or the Mayor. The position will be posted in house and/or advertised only after the request is approved. All candidates for employment must file an employment application form with the City.

The City may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the City, pre-employment drug tests and certain background checks as needed. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States, requiring applicants/employees who have unsupervised access to children or developmentally disabled adults to complete a disclosure statement and background check, or requiring applicants/employees who handle money to pass a background check.

Residency within the City shall not be a condition of initial appointment or continued employment; provided, however, that an employee's selection of residence shall not interfere with the daily performance of his/her duties and responsibilities.

Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least 18 years old and will be required to present a valid driver's license with any necessary endorsements. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the City, may be disqualified for employment with the City in positions requiring driving.

After an offer of employment has been made and prior to commencement of employment, the City may require persons selected for employment to successfully pass a medical examination which will include testing for alcohol and controlled substances.



The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the health, safety or well-being of other employees or the public. The offer of employment may be conditioned on the results of the examination.

A candidate may be disqualified from consideration if: (1) found physically unable to perform the duties of the position (and the individual's condition cannot reasonably be accommodated in the workplace); (2) the candidate refuses to submit to a medical examination or complete medical history form; or (3) if the exam reveals use of alcohol and/or controlled substances.

#### 3.3 TEMPORARY EMPLOYEES

Supervisors may use temporary employees to temporarily replace regular employees who are on vacation or other leave, to meet peak work load or emergency needs, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

<u>Compensation/Benefits</u>: Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive vacation, health insurance, holidays or any other benefits during their employment.

Temporary employees pay contributions to the Social Security system, as does the City on their behalf. Temporary employees will not normally be placed on the state PERS retirement system, although there are a few exceptions depending on PERS eligibility criteria.

#### 3.4 TRIAL PERIOD

Upon hire or appointment, all employees enter a trial period that is considered an integral part of the selection and evaluation process. The trial period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate. An employee on probation may be terminated by their supervisor without cause and is notified of such action in writing.

The normal trial period is six months from the employee's date of hire, rehire or promotion. The Mayor and/or the City Administrator may authorize the supervisor to extend the trial period for up to an additional six (6) months. An extension may be granted due to circumstances such as an extended illness, a continued need to evaluate an employee's performance, or the need to meet specific trainings and certifications.

Once the trial period is successfully completed, the employee may be certified to regular employment status. Satisfactory completion of the trial period does not create an employment contract or guarantee employment with the City for a specified duration.



Use of Sick Leave/Vacation During Trial Period: Trial employees may use their accrued sick leave from the beginning of their employment but may not use vacation until they have successfully completed their trial period, at which time they will be credited for six days of vacation. Certain employees may have training and certifications to get that are required over an extended period of time. These employees will have access to their vacation at the 6-month period.

#### 3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

No parent, child, grandparent, grandchild, spouse, significant other or sibling shall be employed in the City's service in the same department as a current employee with exception of temporary emergency employment.

#### 3.6 PROMOTIONS

The City encourages promotion from within the organization whenever possible. All openings will be posted so that employees may become aware of opportunities and apply for positions in which they are interested and qualified.

Before advertising a position to the general public, the Mayor or the City Administrator may choose to circulate a promotional opportunity within the City. This will not apply for temporary employees.

The City reserves the right to seek qualified applicants outside of the organization at its discretion.

To be considered for promotion, an employee must be employed in their position for at least six (6) months and meet the qualifications for the vacant position.

<u>New Trial Period</u>: After promotion to a new position, a new trial period of six (6) months must be completed, unless waived or reduced by the supervisor. In the case of unsatisfactory performance in a promotional situation, the employee may be considered for transfer back to the previous position held by the employee.



## CHAPTER 4: HOURS & ATTENDANCE

#### 4.1 WORKING HOURS

The City's standard work week consists of 40 hours with an unpaid lunch period. Due to the nature of the City's operation, longer hours may be necessary in some instances.

A normal working schedule for regular, full-time employees consists of forty (40) hours each work week. Different work schedules may be established by the City to meet job assignments and provide necessary City services. Each employee's department head will advise the employee regarding his/her specific working hours.

Flexible scheduling will be considered with the approval of the appropriate department head and City Administrator. All requests will be evaluated against the need for continuity in access by and service to the citizens and the facilitation of staff teamwork.

Part-time and temporary employees will work hours as specified by their department heads.

#### 4.2 HOURS OF WORK AND OVERTIME

All City positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations. You will be informed of your status by the City.

For most City employees, the established work period is forty (40) hours within a seven (7) day work week. In some instances, under the City's flexible scheduling, the department head may define a work week/work period as something other than the standard Monday through Sunday. All personnel are responsible for accurately reporting all hours worked on forms supplied by the City. Employees failing to accurately record time worked are subject to discipline.

Non-exempt employees are entitled to additional compensation, either in cash or compensatory time off, when they work more than the maximum numbers of hours during a work period. All overtime must be authorized in advance by the employee's department head. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked beyond the established work period. When computing overtime, *time taken as compensatory time off,* is not counted as hours worked.

Neither the federal FLSA nor the state Minimum Wage Act (Ch 49.46) requires payment of overtime for work on a holiday. It is the City's practice to allow on call field staff to charge a minimum of two (2) hours of overtime for any call outs when on call. When that call out is on a holiday the rate of pay will be double time and a half (2  $\frac{1}{2}$ ) rather than overtime for all call outs on a holiday.



Exempt employees are not covered by the FLSA or Washington Minimum Wage Act overtime provisions and do not receive either overtime pay or compensatory time in lieu of overtime pay except as otherwise approved by City Council.

#### 4.3 COMPENSATORY TIME

Non-exempt employees entitled to overtime pay may request compensatory time off instead of cash payment. This is approved on a case-by-case basis by the employee's department head. The City is not required to grant comp time instead of overtime pay. If the compensatory time option is exercised, the employee is credited with one and one-half times the hours worked as overtime. Annual maximum accruals of compensatory time shall be limited to forty (40) hours in a calendar year. A maximum of 40 hours can be taken in a calendar year. After maximum accrual, overtime compensation shall be paid.

Employees may use compensatory time after getting approval from his/her department head. The use of comp time may be denied if such time used would disrupt City operations.

Employee comp time balances must be reviewed at least annually as part of the City's budget process.

#### 4.4 ATTENDANCE

Punctual and consistent attendance is a condition of employment. Each department head is responsible for maintaining an accurate attendance record of his/her employees.

Employees unable to work or unable to report to work on time should notify their supervisor as soon as possible, ordinarily before the work day begins or within thirty (30) minutes of the employee's usual starting time. If an absence continues beyond one day, the employee is responsible for reporting in each day. If the supervisor is unavailable, the employee may leave a message on the answering machine stating the reason for being late or unable to report for work.

An employee who is absent without authorization or notification is subject to disciplinary action, including possible termination.

#### 4.5 UNUSUAL CONDITIONS

<u>WEATHER</u> During times of inclement weather or natural disaster, it is essential that the City continue to provide vital public services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety.



<u>PANDEMIC</u> During pandemic flu or other community health emergencies the City Administrator shall identify a set of procedures to be approved by Council to maintain essential city functions while protecting the health of the staff. Those procedures shall be tailored to the specific health emergency and could include but are not limited to staggered work schedules, working from home (remote computer connections), allowing employees to use accrued leave or comp time, furloughing certain employees, and other appropriate actions.

#### 4.6 BREAKS AND MEAL PERIODS

Employees may take one (1) fifteen-minute break for every four hours worked. All breaks shall be arranged so that they do not interfere with City business or service to the public. Meal periods shall be scheduled by the employee's supervisor. The scheduling of meal periods may vary depending on department workload. Meal periods are unpaid.

#### 4.7 CALL BACK

All employees are subject to call back in emergencies or as needed by the City to provide necessary services to the public. A refusal to respond to a call back is grounds for immediate disciplinary action, including possible termination. An employee who is not fit to respond shall not accept a call back. Employees called back to duty will be paid their appropriate rate of pay for hours worked (the overtime rate for hours worked over the applicable overtime threshold).

#### 4.8 PAYROLL RECORDS

The official payroll records are kept by the City Administrator. Each department head shall turn in, on a monthly basis, a signed work record for each employee within their department, noting hours worked, and leave taken and overtime worked. The Mayor shall sign work records for the City Administrator.



## CHAPTER 5: COMPENSATION

#### 5.1 SALARY CLASSIFICATION AND GRADES

The City Administrator, Mayor and City Council shall be responsible for the preparation and maintenance of the City's position classifications for salary purposes. Each position classification is designated a particular salary or salary range as shown on the City's salary and wage schedule, which is approved annually by the City Council. The City Administrator shall, every five years, conduct comparative studies to ensure the salaries are competitive and justified and to ensure that the City's position classifications and compensation plan are properly connected. The most current salary schedule and job classifications will be filed in Appendix 9.

The City's salary and wage schedule (the compensation plan) consists of a series of salary ranges. Within each range there are a series of steps graduated by standard percentage increments.

#### 5.2 EMPLOYEE PAY RATES

Employees shall be paid within the limits of the wage range to which their positions are assigned. Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant, or when prevailing market conditions require a starting rate greater than the minimum.

Pay increases are contingent on satisfactory performance. If an employee's performance is consistently unsatisfactory, the supervisor may defer a scheduled pay increase for a stipulated period of time or until the employee's job performance is satisfactory.

The Mayor may propose and the City Council may grant an across-the-board pay adjustment (COLA) from time to time, raising the salaries of all positions by a specified amount within a defined group of classifications. Such adjustments, if any, will not change an employee's pay anniversary date.

Any employee promoted to a position in a higher classification and salary range shall receive the next highest available pay step in the new range.

#### 5.3 CERTIFICATION PAY

An incentive plan is established to provide a means for rewarding employees who assume additional certification beyond what is considered a normal part of their position. The plan shall further provide a means for rewarding such exemplary professional development of direct value to the city. Such reward shall be granted through a salary adjustment of 2% (two percent) for each certification, up to a maximum of 6% (six



percent). The adjustment shall be awarded after receipt of certification and is conditioned on the following:

- The employee must be at the top step of pay for at least one year.
- Only one certification can be added per year up to a max of three.
- Certifications will be reviewed on an annual basis.
- It is the responsibility of the employee to maintain and renew their certification.
- Any employee receiving a less than satisfactory Performance Review will not receive certification pay.

Examples of certifications include:

- Wastewater Treatment Plant Operator Group II
- American Institute of Certified Planner Certification
- American Public Works Association Certified Public Works Professional-Supervision
- American Public Works Association Certified Public Works Professional-<u>Management</u>
- Permit Technician Certification
- Certified Public Records Officer
- Certified Public Finance Officer
- Master Municipal Clerk
- International City/County Management Association Credentialed Manager
- Any other certification program approved by the Department Head and Mayor in alignment with city's goals and objectives.

#### 5.4 OUT OF CLASS PAY

"Out-of-class pay" means the temporary adjustment of an employee to perform most of the normal ongoing duties and responsibilities associated with a higher=paying job classification. The Director or City Administrator may temporarily assign the duties of higher-paying classification to an employee in order to continue or complete essential public services and compensate the employee for that performance. The threshold for granting an out-of-class assignment is when the employee who normally performs the duties will be away for 4 consecutive weeks or more. The temporary pay adjustment will increase the employee's regular base rate of pay to the greater of: 1) the Classification salary beginning rate of pay for the higher-level position or 2) ten percent above the Employee's regular base of pay.

#### 5.3<u>5.5</u>ON CALL PAY

The City requires some employees to be "on-call" when needed to protect the health, safety and property of the City and its residents. To meet the needs of the City's utilities, employees with Water Plant Operator I and Wastewater Treatment Plant Operator I certifications will be required to be "on call" on a rotating basis with other employees with these certifications. "On Call" requires that the employee will be available for all emergencies by an effective means, to be determined by each employee (telephone, cell



phone, pager, radio, etc.). The employee must be able to respond to a call within 30 minutes and shall not be impaired at any time while on call. If the scheduled employee cannot fulfill their standby obligation, it is their responsibility to find an employee to take their place.

As compensation for "on call" coverage, "on call" pay will be paid to these employees on an hourly basis according to the Salary Key approved by City Council annually. It will be the responsibility of the Department Head to ensure that the stand-by days are equally shared among the responsible personnel.

#### 5.4 PAYDAYS AND PAY PERIODS

City employees are paid monthly on the last business day of each month. If a regularly scheduled payday falls on Saturday or Sunday, pay will be distributed on Friday.

New monthly employees working less than a calendar month will be paid at a rate per hour determined by dividing the annual salary by 2080 hours for the actual day or hours worked. Permanent monthly employees after the probationary period is completed, who have used all accumulated sick leave and vacation leave will lose pay at a rate determined by dividing the annual salary by 2080 hours on the basis of eight hours for each day lost.

Part time employees shall be paid on an hourly basis. The hourly wage will be determined by dividing the annual salary by 2080 or will be set by contract in the case of contracted employees.

#### 5.5 DEDUCTIONS

Some regular deductions from the employee's earnings are required by law; other deductions are specifically authorized by the employee. The city will withhold from the employee's paycheck those deductions required by law and any voluntary deductions authorized by the employee or by statute.

#### 5.6 TRAVEL AND TRANSPORTATION REGULATIONS

<u>Responsibilities:</u> The Mayor, City Administrator or Director of Public Works are primarily responsible for ensuring that any cost incurred pursuant to this chapter are directly work related, *obtained within the state rate*, and are both critical and necessary for city business. Prudent judgment is to be exercised in approving these costs. Receipts showing proof of payment will be required for all expense except for per diem meal reimbursements.

<u>Travelers:</u> A traveler on official city business is expected to exercise the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of official city



business travel are not considered acceptable as exercising prudence. Travelers are responsible for excess cost and additional expenses incurred for personal preference or convenience.

#### General:

Travelers are to receive prior approval by the Mayor, City Administrator or Director of Public Works before embarking on any out of city travel for city business. Local travel within the Gorge and to the metropolitan area of Portland/Vancouver requires verbal permission of the appropriate Department Head. The City has established a set of guidelines for the handling of expenses while on city business:

**Mileage:** City owned vehicles should be used when traveling by automobile whenever possible for City business. If, however, there is reason to use a privately-owned automobile and the employee expects to be compensated for expenses (i.e., mileage allotment), prior approval must be obtained. In this case the rate of mileage reimbursement will be based on the standard mileage rate approved by the US Internal Revenue Service. The City Administrator will update the City's Travel Guide Sheet with the most current reimbursement rate on file with this policy. Each employee who drives a private vehicle on City business must have liability insurance on said vehicle. Carpooling is encouraged. Either state mileage charts or odometer readings can be used for calculating mileage reimbursement.

If public transportation is used, reimbursement shall not exceed the dollar amount of a round trip air fare at the coach rate on a licensed common carrier, plus auto rental or taxi fare at point of destination, and any associated parking fees.

**Lodging:** The reimbursement for lodging and associated travel expenses (such as parking fees) incurred on official city business in all areas of the Continental USA is to be on an actual expense basis for lodging and other travel expenses, as evidenced by a receipt, up to a specified maximum. Generally, the maximum for reimbursement for lodging expenses (before tax) shall not exceed the maximum allowable as stated in Schedule A or Schedule B of the State of Washington Policies, Travel and Transportation Regulations and Procedures Issued by the Office of Financial Management (as updated). The single rate should be clearly indicated on all receipts. If the employee is accompanied by another, it will be the employee's responsibility to pay the additional charges for the second person.

It is recognized that on certain occasions it will be necessary to exceed the adopted guidelines when an alternate reasonable accommodation is not available. This will require council approval with full documentation of the situation.

**Meals**: Meal reimbursements for all overnight trips incurred on official city business will be set on a per meal entitlement basis for subsistence (per diem). When the travel includes a partial day, the reimbursement will be prorated if the departure or return exceeds three hours either before or after the normal work daybased on the time of travel. For example, a training in Vancouver requiring travel from 7am-5pm would include



<u>lunch whereas travel to a location from 3pm-8pm would include dinner, etc</u>. The reimbursement amounts in both non-high cost and high cost areas of the USA shall not exceed the maximum allowable per diem rates stated in Schedule A or Schedule B, except as authorized by Subsection 4.2.7.2.2 of State of Washington Policies, Travel and Transportation Regulations and Procedures Issued by the Office of Financial Management. Annually, the City Administrator will update the City's Travel Guide Sheet with the most current reimbursement rate on file with this policy. It is recognized that it may be necessary on certain occasions (banquets at a conference) to exceed the above guidelines. Prior permission will be needed and receipts will be required. If a meal is included in the tuition or registration during a conference, training or other form of official city business, no meal reimbursement will be made if the employee opts to eat elsewhere. Breakfast compensation does not need to be reduced if continental breakfasts are provided with the lodging rate.

On occasion employees of the City must attend a seminar or conference as a City representative in the local area that will include a meal. A request for reimbursement for these meals must include date, place, meeting attended, and the specific reason for attendance. Receipts will be required.

#### 5.7 COMPENSATION UPON TERMINATION

When an employee's employment with the City is terminated, the employee will receive the following compensation on the next regularly scheduled payday:

- (1) Regular wages for all hours worked up to the time of termination which has not already been paid.
- (2) Any overtime or holiday pay due.
- (3) A lump sum payment of any accrued but unused vacation and compensatory time.
- (4) Unused accumulated sick time will be compensated at the rate of 25% of the total remaining balance on retirement or separation after twenty-five years.



# CHAPTER 6: TRAINING & PERFORMANCE EVALUATIONS

#### 6.1 TRAINING

The City seeks, within the limits of available resources, to offer training to increase an employee's skill, knowledge and abilities directly related to City employment to obtain or maintain required licenses and certifications, and to develop staff resources. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

#### 6.2 PERFORMANCE EVALUATIONS

To achieve the City's goal to train, promote and retain the best qualified employee for every job, the City conducts periodic performance evaluations for all positions. The City Administrator is responsible for developing and maintaining the City's performance evaluation program. Employees are to be evaluated by their supervisor prior to completion of their trial period and usually once every year thereafter.



## CHAPTER 7: BENEFITS POLICY

#### 7.1 RETIREMENT BENEFITS

The City makes contributions on behalf of all eligible employees to the Social Security System in addition to those contributions made by the employee through FICA payroll deductions.

All regular and part-time employees are covered under the Public Employees Retirement System (PERS). Benefit levels, membership qualifications and contribution rates are set by the State of Washington.

Employees intending to retire should notify their supervisor of their intent to retire at least three months prior to the date of retirement.

The City is a member of a deferred compensation plan which allows employees to make deferred deposits up to certain dollar limits defined by the IRS.

#### 7.2 DISABILITY BENEFITS (WORKERS COMPENSATION)

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the City will continue to pay (by use of the employee's unused sick leave) the employee's regular salary pending receipt of Workers' Compensation benefits.

<u>Coordination of Benefits:</u> When the employee receives Workers Compensation benefits, he/she is required to repay to the City the amount covered by Workers' Compensation and previously advanced by the City. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account.

The City may require an examination at its expense, performed by a physician of its choice to determine when the employee can return to work and if he/she will be capable of performing the duties of the position.

#### 7.3 HEALTH INSURANCE BENEFITS

Regular full-time employees, their spouses (including Domestic Partners as defined by City policy) and their dependents are eligible to participate in the City's various insurance programs on the first day of the month following employment. The programs and criteria for eligibility will be explained upon hire. The City contributes toward the cost of premiums in the amounts authorized by the City Council. The remainder of the premiums, if any, shall be paid by the employee through payroll deduction. For the purposes of medical insurance, the term dependent child includes children below the age



of 23; for children 23 to 26 the employee may choose to pay for coverage through the City's medical program. The City reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable, with prior notice to affected employees.

Part time employees may participate in the City's various insurance programs. Part time employees will contribute toward the cost of premiums based on a pro rata system established by the City Council for each position.

Employees may opt for pay in lieu of their medical benefits provided they have medical coverage through other means (spouse, domestic partner, Veteran's benefits, etc).

Temporary employees will normally not be eligible for insurance coverage.

Both retired and disabled employees shall have access to health insurance after leaving employment with the City. Eligible participants wanting to continue participation in the health plan will be responsible to pay the full cost of the medical coverage.

The City offers a Health Reimbursement Arrangement (HRA) benefit. The terms of the HRA are governed by the HRA VEBA policy as adopted by council.

#### 7.4 CONTINUATION OF INSURANCE COVERAGE

<u>Workers Compensation Leave:</u> An employee receiving Workers Compensation benefits continues to accrue vacation leave and sick leave for up to six (6) months. The City also continues to pay for the employer's portion of health insurance premiums, provided that the employee continues to pay their share of premiums, if any. After six (6) months, the employee's benefits shall cease unless the Mayor or City Administrator makes an exception in individual situations pursuant to Section 1.4 criteria of these policies. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers Compensation benefits.

<u>COBRA Rights</u>: Upon an employee's termination from City employment or upon an unpaid leave of absence, at the employer's option and expense, the employee may be eligible to continue City health insurance benefits to the extent provided under the federal COBRA regulations. An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or his/her dependents who elect to exercise their COBRA continuation rights.

<u>Termination, Retirement, Leave of Absence</u>: For eligible employees who terminate, retire or are on an approved leave of absence, the City will pay the premium for the month the employee is leaving if the employee works less than 80 hours in the month. If the employee works more than 80 hours in the month of termination, the City will pay the premium for the month following their departure.

#### 7.5 UNEMPLOYMENT COMPENSATION

City employees may qualify for State Unemployment Compensation after termination from City employment depending on the reason for termination and if certain qualifications are met.

#### 7.6 FIRE/EMERGENCY CALLS

Regular full-time city employees that also serve as Volunteer Firefighters may need to respond to emergency calls during working hours. It is the policy of the city to pay the employee for the entire day worked as if the emergency call had not occurred. If an employee needs to work additional hours to complete their job outside of their regular schedule due to an emergency call, the city will not pay overtime unless the total hours worked exclusive of the emergency would trigger overtime pay. For example, if an employee responded to a call that lasted one hour and worked three hours over their scheduled shift, they would be compensated for two hours of overtime.

Temporary city employees may respond to the emergency call but will not be compensated for the time away from their position.

#### 7.7 BOOT ALLOWANCE

Regular full-time, non-probationary city employees working in the Public Works department will receive an annual \$200 boot reimbursement allowance. The city will comply with all IRS regulations regarding taxable fringe benefits and reimbursements.



## CHAPTER 8: LEAVES

#### 8.1 VACATION LEAVE

Each regular full-time employee is entitled to vacation leave as follows:

Years of Employment	Vacation Hours Earned
0-5 years	8 hours/month
6 years +	add 8 hours per year but not to exceed 240 hours per year.

All new employees must satisfactorily complete their 6-month trial period to be entitled to the accrual and use of vacation leave. (After satisfactorily completing the probation period, the 48 hours will be accrued.) Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay.

Each department is responsible for scheduling its employees' vacations without undue disruption of department operations. All requests for vacation must be approved by the department head and leave requests should be submitted at least two weeks prior to taking vacation leave. In the event of a conflict, the department head's decision will be guided by "first in" and seniority.

240 is the maximum number of vacation hours which may be accumulated. In cases where City operations have made it impractical for an employee to use vacation time, the department head with the approval of the Mayor may authorize additional carryover and/or a buyout. Minimally the employee must use or have a plan to use 80 hours of vacation within a full year of employment and the employee must have a minimum of eighty (80) hours remaining in the leave bank. Cash out will be at the rate of pay in effect on the date of the cash out payment. Vacation leave compensation may be part of the negotiations for employment for exempt employees. Employees will be paid for unused vacation time upon termination of employment.

#### 8.2 SICK LEAVE

All full-time regular employees accrue sick leave benefits at the rate of 8 hours for each calendar month of continuous employment. Regular part-time employees may accrue sick leave benefits on a pro-rata basis according to hours worked, with a minimum rate of 1 hour for every 40 hours worked. Sick leave compensation may be part of the negotiations for employment for exempt employees. Temporary employees will accrue sick leave benefits at the rate of 1 hour for every 40 hours worked. Employees do not accrue sick leave benefits during a leave without pay. Such leave shall be accumulated up to a maximum of 1,440 hours.



Allowable uses of Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

- 1. Employee's own health condition (illness, injury, physical or mental disability, including disability due to pregnancy or childbirth);
- 2. The need to care for the employee's dependent children under the age of 18 who are ill.
- 3. To care for a spouse, child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for emergency purposes.
- 4. Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day.
- 5. Exposure to a contagious disease where on the job presence of the employee would jeopardize the health of others;
- 6. Use of a prescription drug which impairs job performance or safety;
- 7. Additional leave beyond bereavement leave for a death in the immediate family, to be authorized by the Mayor.
- 8. When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- 9. For absences that qualify for leave under the state's Domestic Violence Leave Act.

A doctor's certificate may be required when an employee is absent for a period in excess of 3 days. The City may also request the opinion of a second doctor at the City's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the City.

Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their department head's approval, request a leave without pay. (See Leave Without Pay Policy.)

Employees will be paid for unused sick leave as stipulated in section 5.7 Compensation upon termination.

#### 8.3 LEAVE WITHOUT PAY

The Mayor or City Administrator may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reason, such as a prolonged illness, parenting, caring for an ill relative, or pursuing an education.



#### 8.4 JURY AND WITNESS LEAVE

It is the civic obligation of each employee to serve on a jury if he is called. While on jury duty or while appearing as a legally required witness, an employee will receive full pay from the city but the city shall deduct or the employee shall sign over the amount equal to jury fees actually received by the employee.

#### 8.5 ADMINISTRATIVE LEAVE

On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the City (as determined by the Mayor) during the pendency of an investigation or other administrative proceeding.

#### 8.6 MILITARY LEAVE

We provide all employees leave while performing military service in accordance with federal and state law. Regular full-time and part-time employees receive paid military leave of up to 15 working days per year for military service. In general, if military service extends beyond 15 working days, the additional leave will be unpaid. Exempt salaried employees who serve longer than two weeks should contact the City Administrator to discuss whether further paid leave will be provided. All employees who are not eligible for paid military leave are provided unpaid leave for a period of their military service. Military service includes active military duty and Reserve or National Guard training. You are required to provide your supervisor with copies of your military orders as soon as possible after they are received. Reinstatement upon return from military service will be determined in accordance the applicable federal and state law. Health insurance will be paid for the first 30 days of active duty and Cobra-like benefit will be available to continue insurance coverage beyond the 30-day period.

During a period of military conflict as defined by SB 6447 an employee who is the spouse of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty is entitled to a total of fifteen days of unpaid leave per deployment as described in SB 6447.

#### 8.7 FAMILY LEAVE

The City complies with the federal Family and medical Leave Act of 1993 (the FMLA) and all applicable state laws related to family and medical leave. This means that, in cases where the law grants you more leave than our leave policies provide, we will give you the leave required by law.

Family Leave Eligibility: The FMLA provides up to 12 weeks of unpaid, job-protected leave every 12 months to eligible male and female employees for certain family and



medical reasons. To be eligible you must have worked for us for at least one year, and for 1,250 hours over the previous 12 months.

Reasons for Taking Leave: Unpaid FMLA leave is granted for any of the following reasons:

- > To care for your child after birth or placement for adoption or foster case.
- To care for your spouse, son, daughter or parent who has a serious health condition.
- For a serious health condition that makes you unable to perform the essential functions of your job.
- To care for a spouse, child, parent, or next of kin injured in the line of duty as a member of the Armed Forces and who is undergoing medical treatment, recuperation, or therapy for serious injury or illness incurred in the line of active duty for up to a total of 26 weeks (12 weeks as outlined above plus an additional 14 weeks) of protected leave within a 12-month period.
- To address a "qualifying exigency" arising out of the employee's spouse, child, or parent in the Armed Forces serving on active duty.

Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

Under some circumstances, FMLA leave may be taken intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. FMLA leave may be taken by victims of domestic violence, sexual assault or stalking to take "reasonable" or intermittent leave from work to obtain legal or law enforcement assistance, medical treatment or counseling. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to our approval.

<u>Substitution of Paid Leave</u>: At your request or ours, certain kinds of paid leave may be substituted for unpaid FMLA leave. Accrued vacation may be substituted for any type of FMLA leave. Accrued sick leave may be substituted only in the circumstances where our policies or state law allow you to use that paid leave. This means, in general, that sick leave may be used only for leave taken because of your own health condition or a spouse, child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for emergency purposes.

If you have any sick leave available that may be used for the kind of FMLA leave you are taking, it is our policy that you must use that paid sick leave as part of your FMLA leave. Use of vacation time for FMLA leave, however, is at your option.

If you use paid leave for a purpose for which FMLA leave would be available, it is our policy to designate your paid leave as counting against your FMLA leave allowance.



You are required to notify us if you use paid leave for a reason covered by the FMLA so that we may properly account for the leave.

<u>Advance Notice and Medical Certifications:</u> We require that you provide us with advance leave notice, with medical certification, of the need for a leave related to a health condition, and with medical certification of your fitness to return to duty after medical leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

You must give us at least 30 days' advance notice of your request for leave if the reason for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment. If 30 days' notice is not practicable, you must give us notice as soon as practicable, usually within one or two business days of when the need for leave becomes known to you. If you do not give us 30 days' advance notice, and if the need for the leave and the approximate date of the leave were clearly foreseeable by you, we may deny your request for leave until at least 30 days after the date you give us notice.

We require that you provide a medical certification to support a request for leave because of a serious health condition (your own or your child's, spouse's or parent's) whenever the leave is expected to extend beyond five consecutive working days or will involve intermittent or part-time leave. We may require second or third opinions, at our option, at our expense.

We require that you provide a medical certification of your fitness for duty to return to work after a medical leave that extends beyond 10 consecutive working days, that involves a mental disability or substance abuse, or where the medical condition and your job are such that we believe you may present a serious risk of injury to yourself or others if you are not fit to return to work.

<u>Periodic Reporting:</u> If you take leave for more than two weeks, we require that you report to us at least every two weeks on your status and intent to return to work.

<u>Health Insurance:</u> If you are covered by our group health plan (medical, dental or vision), we will continue to provide paid health insurance during FMLA leave on the same basis as during regular employment. But if you don't return to work after the leave, you will be required to pay us back for our portion of the insurance premiums unless your failure to return was beyond your control.

<u>Other Insurance:</u> If you are covered by other insurance plans through us, such as life or disability insurance, those coverages will continue during paid leave on the same basis as during regular employment. If you take unpaid FMLA leave, you will be responsible during the leave for the premiums you normally pay plus the premiums we normally pay for you. If you don't pay these premiums, we may choose to pay them for you, to keep your coverage from lapsing, but you will be responsible for repaying us whether or not you return to work.



<u>Couples Employed by Us</u>: If both you and your spouse work for us and you request leave for the birth, adoption or foster care placement of a child, to care for a new child, or to care for a sick parent, the total annual FMLA leave available to you as a couple for those purposes is 12 weeks.

<u>Determining Leave Availability</u>: FMLA leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the "12-month" period is a rolling 12-month period measured backwards from the date you use any FMLA leave.

<u>Leave Related to Pregnancy</u>: If you take leave for the disability phase of pregnancy or childbirth while you are physically unable to work, this time is counted against your annual 12-week FMLA leave allowance. For example, if you take six weeks of FMLA leave for childbirth to recover from childbirth, you are entitled to only six weeks of FMLA leave after that to care for your new child.

You are entitled to unpaid leave for the full period of your physical disability resulting from pregnancy and childbirth, even if you are disabled for more than 12 weeks, and even if you don't qualify for leave under the federal law.

#### 8.8 BEREAVEMENT LEAVE

We provide regular, full-time and part-time employees with paid leave for up to three (3) days in the event of the death of an immediate family member. An immediate family member is defined as parent, child, grandparent, grandchild, sibling, spouse or significant other.

#### 8.9 SHARED LEAVE PROGRAM

The Mayor or Administrator may authorize employees to donate their accrued vacation<u>or</u> sick leave to another City employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment. The following conditions apply:

- To be eligible to donate vacation <u>or sick</u> leave, the employee who donates leave must have at least ten days of accrued leave. In no event shall a leave transfer result in the donor employee reducing his/her vacation <u>or sick</u> leave balance to less than ten days. Transfer of leave will be in increments of one day of leave. All donations of leave are strictly voluntary.
- The employee receiving donated leave shall have exhausted all his/her accumulated vacation and sick leave.
- While an employee is using shared leave, he or she will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.



## 8.10 HOLIDAYS

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
MLK Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Personal Day (16 hrs)	Optional

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

Non-exempt regular full-time or part-time employees will be paid for the holiday plus 2½ times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the department head. An employee substituting paid sick/vacation for unpaid FMLA leave is entitled to any holiday pay that would be normally paid.

Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.

#### 8.11 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her departments head's approval, take the day off using vacation, compensatory time, floating holiday or leave without pay.

#### 8.12 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

<u>Regular Part-Time Employees</u>: All leaves, including holidays, and insurance premiums are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule and 40 hours per week.

<u>Temporary Employees</u>: Temporary employees are not eligible to receive benefits, including leaves other than Sick Leave, holidays and insurance.



# CHAPTER 9: EMPLOYEE RESPONSIBILITIES & CONDUCT

#### 9.1 GENERAL CODE OF CONDUCT

It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful.

The City is a relatively small organization. To function as efficiently as possible, we may ask you to perform seemingly "menial" duties outside your regular assignments. It is no reflection on your worth to the City but a necessary arrangement for most small organizations.

To make the most efficient use of personnel, the City also reserves the right to change your work conditions and the duties originally assigned. If these arrangements become necessary, we expect your best cooperation.

#### 9.2 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

The City of Stevenson allows its employees to engage in outside work subject to certain restriction. Employees are required to disclose outside work, other jobs, contractual commitments or self-employment to their department head and obtain prior approval to perform outside work or hold another job.

Employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Outside work will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

#### 9.3 CODE OF CONDUCT

From time to time employees will be asked to participate in the selection, award or administration of a contract supported by federal and/or state grant funds. The employee shall NOT participate in the selection, award or administration of the contract if there is a conflict of interest, real or apparent, such as:

- The employee, elected official, or agent;
- Any member of his/her immediate family;
- His/her partner; or
- An organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

Furthermore, the employee shall not solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.



## 9.4 REPORTING IMPROPER GOVERNMENTAL ACTION

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy is created to encourage employees to disclose any improper governmental action taken by City Officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution. (See Appendix  $\frac{\#A-6, A-7}{}$ )

# 9.5 POLITICAL ACTIVITIES

City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities. No person may solicit on City property for contributions to be used for political subdivisions.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

For persons employed by the City in positions which are financed primarily by federal grant-in-aid funds, political activity will be regulated by the rules and regulations of the United States Civil Service Commission.

## 9.6 NO SMOKING POLICY

For health and safety considerations, the City prohibits smoking by employees in all City facilities, including City owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

# 9.7 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary.



The City also furnishes computers for use in conducting City business. Because the computers are for City business, the City reserves the right to review the contents of any files or documents on the computer including contents of any electronic mail. City Department heads may and will intermittently monitor internet usage. Receipt of a public records request for public employees' internet usage places all internet usage subject of public disclosure without prior consent or notice. City computers are not for personal use. See appendix <u>A-4</u> and <u>A-5</u> for policy, procedures and agreements regarding Cell Phones and <u>A-10</u> for policy, procedures and agreement regarding Internet.

## 9.8 USE OF CITY VEHICLES AND EQUIPMENT

Use of City phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited. Other City equipment, including vehicles, should be used by employees for City business only. An employees' misuse of City services, telephones, vehicles, equipment or supplies can result in disciplinary action including termination.

It is important to clarify the use of City vehicles to better interpret City policy and maintain community confidence in the wise use of city resources. City vehicles may not be used for personal use including personal errands such as banking, shopping and etc. City-owned vehicles/equipment are restricted to City business and are for employee use only. Children or individuals not engaged in a direct City business activity are not permitted. Any driver of a City vehicle will not consume alcohol or illegal drugs while conducting City business.

City vehicles may be used to attend business functions, for out of town travel, and to travel between the job site and lunch or break sites when working in the field. There is a group of employees who are required to drive motorized vehicles in the performance of their jobs and who have been assigned first responder responsibilities. These activities require emergency duties. For those City staff that live in the City limits or within Skamania County Fire District #2 and who serve as first responders for emergency calls and/or are assigned stand-by duty, City vehicle use may be authorized for commuting between the place of residence and place of work both for regular work hours and after work hour periods.

#### 9.9 USE OF CITY CREDIT CARDS (Ref. Resolution No. 132)

<u>Gas Credit Cards</u> – An employee whose job responsibilities would be facilitated by the use of a credit card will be assigned a gas credit card to be used in the day to day operations of his/her department. Cash Advances, purchases of food or other non-automotive related items are not authorized.

<u>Other Credit Cards</u>—Other credit cards may be used by City employees for advanced payment of expenses associated with authorized travel such as registration and tuition fees, lodging expenses and transportation expenses. The credit cards may also be used for official government purchases and acquisitions, including supplies, small tools and



equipment. Credit cards shall not be used for cash advances. The employee is expected to submit a fully itemized expense voucher for the charges. The employee will be responsible for repayment for disallowed charges.

## 9.10 CONTACT WITH THE NEWS MEDIA

The City Administrator shall designate the person to be responsible for official contacts with the news media during working hours, including answering of questions from the media. The City Administrator may designate specific employees to give out procedural, factual or historical information on particular subjects.

#### 9.11 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific City positions, an employee may be required to hold a valid driver's license with the appropriate endorsements. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor. Depending on the duration and the employee's duties, the license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination. From time to time the City may review the driving record of any employee whose job requires them to drive City vehicles. It is the responsibility of the employee to inform his/her supervisor if a physical condition or medical treatment might impair their driving ability.

#### 9.12 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

- 1. Persons not employed by us may not solicit, survey, petition, or distribute literature on our premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.
- 2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area under this policy.



#### 9.13 SAFETY

The City Administrator recognizes the need for the development of safe working conditions and practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools, and other design and use of buildings, equipment, tools, and other devices. Responsibility for development, promotion and coordination of the safety program throughout the various City departments shall be a primary function of the supervisors of each department.

Administration of the adopted safety program is the responsibility of supervisors. Supervisors and employees should be constantly on the alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Each supervisor shall insure that the employees under his supervision are well acquainted with existing safety rules and shall make certain that the rules are uniformly enforced. Each employee will be personally responsible for keeping informed and being constantly aware of all the latest State Industrial Safety guidelines and Safety Policies as they are presented and/or approved by the City. Safety education of all employees shall be promoted by supervisors adhering to all safety rules. Any employee who habitually or purposely ignores or fails to comply with established safety rules, as outlined by the State Industrial agency or the City, will be subject to suspension, without pay, or dismissal as deemed necessary by the supervisor.

## 9.14 DRUG-FREE WORKPLACE

The City will strive to educate and increase employee awareness of the dangers of drug abuse in the workplace, the City's commitment to maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the City's commitment of support for employees undergoing treatment and rehabilitation for chemical dependencies.

The City recognizes maintenance of a drug-free workplace as essential to the safety and welfare of its employees and the public. This policy establishes programs and practices that promote and support a drug-free working environment and brings the City into compliance with the Drug-Free Workplace Act of 1988.

- The manufacture, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees are strictly prohibited.
- The use of prescription and over-the-counter drugs which compromise safety in the workplace or the quality of the employee's work product is prohibited. It is the employee's responsibility to check with his/her physician as to whether or not a prescription or over-the-counter drug will impair performance and to notify his/her supervisor of the physician's opinion.



As a condition of employment, all employees must notify their supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.

Violation of this policy can result in immediate disciplinary action, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.

The City will utilize available City resources, including drug education programs to educate employees about the dangers of drug abuse.

All complaints and reported violations for these policy provisions will be strictly confidential, except as required by public disclosure laws or court order.

## 9.15 DRUG & ALCOHOL TESTING POLICY & PROCEDURES

The City of Stevenson provides vital public services to our community. In an effort to ensure that services are delivered safely and efficiently, we are intent on providing and maintaining a drug and alcohol-free working environment. It is the City of Stevenson's policy to:

- Create a workplace free from the adverse effects of drugs and alcohol abuse or misuse;
- Assure that all employees have the ability to perform assigned duties in a safe, healthy and productive manner.
- Comply with all regulations applicable to City employees under the federal Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, as amended, 49 CFR Part 382, as amended, RCW 46.25, as amended and the Drug Free Workplace Act of 1988. Copies of 49 CFR Parts 382 and 40 can be found on the Internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website http://www.transportation.gov/odapc. A copy of RCW 46.25 may be found on the Internet at the Washington State Legislature Uniform Commercial Driver's License Act Website https://app.leg.wa.gov/RCW/default.aspx?cite=46.25.

#### **DEFINITIONS**

Covered Employee: An employee that performs safety-sensitive functions.

Safety-sensitive functions:

• Driving a commercial motor vehicle which requires the driver to have a CDL:

(1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or



(2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or
(3) Is designed to transport 16 or more passengers, including the driver; or
(4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

#### <u>SCOPE</u>

This policy outlines the City's position relative to alcohol and drug control in the workplace and applies to all employees at all levels of the City of Stevenson. The City will not tolerate use of this policy to harass or intimidate employees.

- The following policy has been adopted not only to protect the health and safety of all employees, but to encourage any employee with a drug or alcohol dependence problem to help him/herself by voluntarily seeking professional assistance. The City is committed to helping employees deal with any drug or alcohol abuse problem they may have.
- The City recognizes that each employee has a desire to maintain a degree of privacy and that this desire should be respected. The City believes that the provision of this policy, in conjunction with its general commitment to helping individuals with a drug or alcohol dependency problem, creates a balance between the interest of the City and the rights and needs of its employees.
- The City will assist any employee, who voluntarily seeks help for a drug or alcohol abuse problem, in initial intervention and referral. Employees who voluntarily seek assistance for an alcohol or drug related problem before it becomes a subject of formal discipline will not be subject to disciplinary action. Rehabilitation, however, is the responsibility of the employee.
- Employees shall be subject to random testing for the purpose of discovering possible drug or alcohol abuse and as mandated by state or federal law.

#### PROHIBITED BEHAVIOR

All employees are prohibited from behavior which is outlined in the City of Stevenson's Drug Free Workplace Policies and Procedures. Federal regulation (Title 49, CFR subtitle



B, Chapter III, part 382 subpart B) prescribes prohibited behavior for employees subject to those regulations. Prohibited behavior includes:

- Alcohol concentration: Reporting for duty or remaining on duty while having a blood alcohol concentration of 0.04 or greater
- Alcohol Possession: Possession of alcohol while on duty or operating a commercial motor vehicle.
- On Duty Use of Alcohol: Use of alcohol while on duty. (This includes alcohol that may be in medications.)
- Pre-duty Use of Alcohol: Performance by an on-call employee of safety sensitive functions within four hours after using alcohol. (If called out, pre-duty use of alcohol must be discussed with supervisor.) If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance. All employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- Use Following Accident: Use of alcohol within eight hours following an accident or before undergoing a post-accident alcohol test, whichever occurs first.
- ➢ Use of Controlled Substances (Drugs): Reporting for duty or remaining on duty after having used any controlled substance, except when the use is pursuant to the instructions of a physician who has advised that the substance does not adversely affect the employee's ability to safely perform their duties.
- Use of Illegal Drugs: Use of illegal drugs is prohibited at all times. All employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in 49 CFR Par 40. Prohibited drugs include:
  - Marijuana
  - Cocaine
  - Phencyclidine (PCP)
  - Opioids
  - <u>Amphetamines</u>
- Refusal to Submit to a Required Test: Refusing to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substances test as directed pursuant to this policy.
- Positive Drug Test: Reporting for duty, or remaining on duty, after having tested positive for a controlled substance.

City supervisors and managers shall not permit employees to remain on duty when they engage in any of the above prohibited behavior.

#### PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected



must be reported to the immediate supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Regardless of State Laws on recreational and medical marijuana use, marijuana (THC) is a schedule I prohibited substance as defined by the United States Drug Enforcement Agency and is a banned substance under this policy. A positive marijuana test is a violation of this policy. A violation of this policy shall result in disciplinary action that may include termination.

#### PROCEDURES

- As required by the federal Omnibus Transportation Employee testing act of 1991, a<u>A</u>ll employees who are required to have a valid Commercial Driver's License (CDL) must be randomly tested for the presence of controlled substances and alcohol as a condition of employment in accordance with these regulations and randomly on an ongoing basis. As of February 15, 1994, alcohol testing has been added to the requirements. The City is required to randomly test 25% of CDL holders for alcohol and 50% for controlled substances.
- All employees may be subject to testing prior to employment in permanent fulltime positions, for reasonable suspicion, and prior to return after failing a test or upon the completion of substance abuse treatment.
- All City employees who have a permanent, full-time status will be subject to testing following an on-duty incident or accident.
- City employees may be requested to undergo a drug screen test if the City has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance. "Reasonable suspicion" shall mean that articulable facts or information exists which appears reliable and discloses facts or circumstances which, when taken together, would convince an ordinary, reasonable person that the suspected person is under the influence of a controlled substance. Test results gathered under this policy will not be used in a criminal investigation or prosecution.
- Following an accident in a City owned vehicle the employee(s) involved must immediately submit to an alcohol or drug screen test if such test is required by the supervisor. The test must be taken within 8 hours following the accident or incident, if the employee's performance either contributed to the accident, or cannot be discounted as a contributing factor. The term "accident" is defined as an incident involving City owned vehicles which resulted in damages amounting to at least \$1,000.00.
- ➢ No alcohol or drug test shall be conducted without the consent of the employee, but refusal by the employee to submit to a drug screen test will be deemed an admission of violation of this policy, thus subjecting the employee to the risk of discipline, including termination.
- Any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test (as defined by 49 CFR Part 40) will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP) in



accordance with 49 CFR Part 40, Part 382 and RCW 46.25, et.al. A violation of this policy will result in disciplinary action, up to and including termination of employment, at the company's discretion.

- Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- The City may request that a specific employee submit to a search of his/her person or possessions if the City has probable cause that the employee has any drugs and/or alcohol concealed in a particular place on City property.
- A medical Review Officer (MRO) shall be utilized to review and interpret positive test results. The MRO must examine alternate medical explanations for any confirmed positive test result. This action may include conducting a medical interview with the addicted employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- The City recognizes that a flexible approach will be necessary in handling violations of this policy. As a result, the measures taken in response to a particular violation will depend on a number of factors including the nature of the violation, the risks to health and safety created by the violation, the employee's willingness to take steps toward rehabilitation and the employee's length of service and employment record. All employees should be aware that any violation, by any employee, may result in termination of employment.
- Employees who violate this policy may be subject to progressive discipline. Normally, a first offense will result in requirement that the employee successfully complete a course of rehabilitation if such course is suggested by a counselor. An employee may be suspended during such rehabilitation depending on the facts of each case. Upon completion of a course of rehabilitation following a first offense, the employee will sign an agreement (form attached), agreeing to submit to random testing at the City's expense and on City time during the six calendar months following the employees return to work. During this period, failure to submit to the appropriate drug screen test will result in immediate termination. However, if there are mitigating circumstances and the employee has 2 yrs. of service with the City and a work record which is otherwise good, a second rehabilitation may be attempted. A third violation will result in immediate termination.
- Related records will be maintained by the employer as prescribed in the City's Records Retention Guidelines and file.

#### CIRCUMSTANCES FOR TESTING

#### Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safetysensitive functions (as defined by 49 CFR Part 40). If a pre-employment test is cancelled, the



individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 30 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements. If the employee has a Washington State issued Driver's License, they must provide proof of reinstatement of that CDL endorsement.

#### FMCSA Drug Testing Exceptions

A driver is not required to undergo a pre-employment test if:

- (1) The driver has participated in a DOT testing program within the previous 30 days; and
- (2) While participating in that program, either:
  - (i) Was drug tested within the past six months (from the date of application with the City), or
  - (ii) Participated in the random drug testing program for the previous 12 months (from the date of application with the City); and
- (3) The City can ensure that no prior employer of the driver of whom the City has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

#### Reasonable Suspicion Testing

All employees shall be subject to a drug and/or alcohol test when the City has reasonable suspicion to believe that the employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee (See Appendix A-11).

Employees may be subject to reasonable suspicion drug testing any time while on duty. Employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

DOT FMCSA Procedures

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances (Also, see Appendix A-12):



#### Fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

#### Non-fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

#### Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by DOT FMCSA. The current year testing rates can be viewed online at http://www.transportation.gov/odapc/random-testing-rates. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and



alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

#### Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

#### Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

#### Testing Procedures

All DOT FMCSA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

#### Dilute Urine Specimen

If there is a negative dilute test result, the City will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL will require an immediate recollection (as indicated on the MRO result letter). The recollection will be conducted under direct observation as required under 49 CFR Part 40.



#### <u>Split Specimen Test</u>

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee (and only the employee) can request to the MRO that the split specimen be tested at a second laboratory. The City guarantees that the split specimen test will be conducted in a timely fashion.

#### Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the City for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the City's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP. A violation of this policy shall result in disciplinary action that may include termination.

DOT-FMCSA CLEARINGHOUSE



The Clearinghouse is a centralized database that employers will use to report drug and alcohol program violations and to check that current or prospective employees are not prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to an unresolved drug and alcohol program violation—that is, a violation for which the driver has not completed the return-to-duty (RTD) process. This query must be conducted as part of a pre-employment driver investigation, and at least annually for current employees. The driver's commercial driver's license (CDL) number and issuing State will be used when reporting a drug and alcohol program violation in the Clearinghouse.

The Clearinghouse will contain records of violations of drug and alcohol prohibitions in 49 CFR Part 382, Subpart B, including positive drug or alcohol test results and test refusals. When a driver completes the return-to-duty (RTD) process and follow-up testing plan, this information will also be recorded in the Clearinghouse.

Drivers are not required to register for the Clearinghouse. However, a driver will need to be registered to provide electronic consent in the Clearinghouse if a prospective or current employer needs to conduct a full query of the driver's record. A driver must also be registered to electronically view the information in his or her own Clearinghouse record. Any covered employee refusing to provide consent (See Appendix A-13) for the company to conduct a limited query of the Clearinghouse will be prohibited from performing safetysensitive functions, including driving a commercial motor vehicle (CMV), as required by FMCSA drug and alcohol program regulations.

#### TRAINING

- The City will ensure that all employees will receive material explaining the City's policy on alcohol and drug use and misuse.
- All supervisors must receive training on alcohol misuse and drug abuse within the first year of employment with the City. Training must address skills needed to determine "reasonable suspicion".

#### CONFIDENTIALITY

Confidentiality is to be maintained throughout the drug/alcohol testing process. All positive test results shall be first forwarded to a Medical Review officer (MRO) for review. The MRO shall review the individual medical history and afford the employee an opportunity to offer any clarifying information that would explain the positive test. The City will maintain results in the strictest of confidence in a medical file separate from the official personnel file. In cases where disciplinary action results from a positive test, such information shall be shared only with those in a supervisory capacity involved in that action. The City of Stevenson will carry out this policy in a manner which respects the dignity and confidentiality of those involved.

#### VOLUNTARY SELF-REFERRAL



Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the City Administrator, who will refer the individual to a substance abuse counselor for evaluation and treatment. A self-referral is not a violation of this policy and will not, in itself, be grounds for termination.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.



# CHAPTER 10: DISCIPLINE & TERMINATIONS

## 10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore provided for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The following specified conduct is illustrative and not comprehensive.

- 1. Misrepresentation or withholding of pertinent facts in securing employment.
- 2. Unauthorized use or possession of the City facilities/property.
- 3. Unauthorized use of position with the City for personal gain or advantage.
- 4. Accepting unlawful gratuities or bribes.
- 5. Lying.
- 6. Smoking in any unauthorized posted area or creating fire hazards in any area.
- 7. Violation of the City's telephone use policy.
- 8. Failure to report an occurrence causing damage to City, customer, or public property.
- 9. Failure to properly secure the City facilities or property.
- 10. Loitering after completing day's work which results in the disruption of the City's business or the work effort of other employees.
- 11. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the premises without the permission of the supervisor.
- 12. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned.
- 13. Unauthorized recording of another employee's time record. Both employees can be subject to disciplinary action.
- 14. Habitual lateness for work.
- 15. Absence without prior notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism.
- 16. Loitering, goofing off, failing to assist others in a work situation.
- 17. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the city or our employees, on or off premises.
- 18. Disorderly conduct, including fighting on the premises.
- 19. Rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.
- 20. Immoral conduct while on duty.
- 21. Intentional falsification of records/paperwork required in the transaction of the City business.
- 22. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work.
- 23. Concealing defective work.
- 24. Failure to observe safety practices, rules, regulations, and instructions.



- 25. Negligence that results in injury to others.
- 26. Failure to wear required safety clothing and equipment.
- 27. Failure to promptly report to your immediate supervisor an on-the-job injury or accident involving an employee, equipment, property, or visitor.
- 28. Failure to obtain necessary certifications.
- 29. Dishonesty or theft, including deliberate destruction, damage, or removal of the city's or other's property from the premises, or any job site.
- 30. Possession, use, sale, or being under the influence of alcohol and controlled substances while on the city business (including standby duty). The only exception to this rule shall be for an employee using or possessing a controlled substance prescribed by a doctor if such employee has given his/her supervisor prior notice of such use and/or efficient work performance.
- 31. Possession of explosives or weapons on the premises or at any job site.
- 32. Conviction of a gross misdemeanor or felony.

#### 10.2 POSSIBLE DISCIPLINARY ACTIONS

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

- 1. Oral Warning.
- 2. Written Reprimand.
- 3. Suspension
- 4. Demotion.
- 5. Termination.

Progressive discipline is the preferred alternative when appropriate. This system gives the employee an opportunity to correct problems. The choice of what discipline to apply in any particular case is solely the City's. Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek, unless the infraction involves violation of safety rules of major significance. Serious misconduct may result in immediate discharge of any employee.

Employees shall comply with all existing rules that are not in conflict with the express terms of this policy, provided that reasonable notice has been given of the existence of the rule. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the complaint procedure. The City will make a good faith effort to enforce rules uniformly. (Supervisors reference <u>Appendix A-2</u> for guidelines.)

#### 10.3 PRE-TERMINATION HEARING

In the case of termination or demotion of an employee (other than trial employees), the city will conduct a pre-termination or pre-demotion hearing. The pre-termination or pre-demotion hearing serves as a check against mistaken decisions and as an opportunity for an employee to furnish additional facts before a termination or demotion decision is



finalized. Thorough investigation is critical to comply with all constitutional safeguards and rules of just cause.

In the event a supervisor desires to terminate an employee, the employee shall be provided with a written notice of the recommendation for termination. The notice shall include an explanation for the charges on which the recommendation is based, and the time, place and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

Pre-termination hearings will be presided over by the Mayor or a designated representative. The hearings are intended to be informal. The employee may show cause why he/she should not be terminated. The employee may bring one person to the hearing as a representative.

Usually within two (2) working days after the pre-termination hearing, the Mayor will issue a decision on whether there are reasonable grounds to believe the charges against the employee are true and support termination. A longer review period may be required in more complex situations.

#### 10.4 LAYOFF

The Mayor may lay off employees for lack of work, budgetary restrictions, reorganization or other changes that have taken place.

Temporary employees or employees who have not completed their trial period will be laid off before regular employees are affected. In determining who is to be laid off, consideration will usually be given to individual performance and the qualifications required for remaining jobs. Seniority will be considered when performance and qualifications are equal, as determined by the City. Employees who are laid off may be eligible to be re-employed, if a vacancy occurs in a position for which they are qualified.

#### 10.5 RESIGNATION OR RETIREMENT

An employee should provide at least 2 weeks written notice of resignation or retirement. This time limit may be waived by the employee's supervisor or the Mayor. A Separation Agreement will be signed upon departure from City employment (<u>Appendix A-3</u>).



# CHAPTER 11: COMPLAINT PROCEDURES

## 11.1 COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. The complaint could be a dispute or misunderstanding between the employee and his/her direct supervisor concerning the application or interpretation of specific provisions of this policy. For this reason, the City provides its employees with procedures for resolving complaints. Use of this procedure will not reflect unfavorably on the employee or the employee's immediate supervisor.

<u>Step 1:</u> Employees should first try to resolve any problem or complaint with their supervisor.

<u>Step 2:</u> If the employee is not satisfied with the response from the supervisor, the employee may submit the problem, in writing, to the Mayor or City Administrator. The written complaint must contain, at a minimum:

- 1. A description of the problem, identifying the facts and identity of involved parties;
- 2. A specific policy or procedure which the employee believes has been violated or misapplied;
- 3. The date of the circumstances leading to the compliant or the date when the employee first became aware of those circumstances;
- 4. The remedy sought by the employee to resolve the complaint.
- 5. The date the written complaint was submitted.

The written complaint must be filed within 10 working days of the occurrence leading to the complaint, or 10 working days after the employee becomes aware of the circumstances.

As a part of the inquiry or investigation, the Mayor or City Administrator may meet with the parties, either individually or together to compile the facts necessary to reach a decision. The Mayor or City Administrator will usually respond in writing to the aggrieved employee within ten working days of the meeting. The Mayor's or City Administrator's response and decision shall be final and binding.

Under no circumstances shall an employee have the right to utilize both this process and any other complaint or appeal procedure that may be available to an employee.



Appendix # A-1

## CONFIDENTIAL \*\*\*\*\*CONFIDENTIAL\*\*\*\*CONFIDENTIAL

#### MEMORANDUM OF AGREEMENT

This agreement is between the CITY OF STEVENSON and (employee) \_\_\_\_\_\_.

As a result of access to the City's Employee Assistance Program Services, and upon the recommendation of the assistance provider, the employee in this agreement is being returned to work on (date) \_\_\_\_\_\_.

Return to work and continued employment with the City is based upon the following voluntary agreement between the City and \_\_\_\_\_\_\_(hereafter referred to as the Employee).

During the six calendar months immediately following the employee's return to work date, the employee ages to submit to random testing at the City's expense.

Failure or refusal of the employee to comply with a City request to submit to a drug test as agreed to in this document will be grounds for immediate termination from employment.

Any positive test of the employee during the period outlined above will be grounds for immediate termination from employment or as outlined in Section 9 of the Policy.

I have read and understand this document and voluntarily agree to comply and abide with its provisions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



Appendix # A-2

#### SUPERVISOR GUIDES

#### **Oral Warnings**

- > Talk to the employee in private.
- > Oral warnings are appropriate for relatively minor infractions where the employee will have an opportunity to correct the condition.
- Supervisor should file a written, dated notation that an oral warning was given with a reference to subject matter.

#### Written Reprimand

- Supervisor should issue a written reprimand when an employee has disregarded an oral warning or if the infraction severity warrants a written reprimand.
- The supervisor should describe in writing the nature of the infraction in detail and the supervisor should sign and date the reprimand.
- > Prior to meeting with the employee, the supervisor should discuss the warning notice with his/her supervisor.
- > The supervisor should then meet with the employee to be certain the employee understands the nature of the reprimand. The employee should receive a copy.
- > The written reprimand should be filed with the employee's personnel file.

#### Suspension

- This form of discipline is administered as a result of a severe infraction or for excessive violations after a written reprimand. Suspension should not be considered without first discussing the issues with the Administrator and /or Mayor.
- > The supervisor shall set forth in writing all facts for the reason for the Notice of Suspension and the duration of the suspension. A copy will be filed with the employee's personnel file and given to the employee.
- The supervisor should demonstrate that a thorough investigation is completed with both sides of the facts being objectively investigated.
- > The supervisor shall meet with the employee and give the employee an opportunity to respond. If major issues are raised, the City may investigate further before confirming intent.

#### Demotion

- This form of discipline is rare used in instances when an employee has been promoted to a position to which they are unable to perform the responsibility or in instances when a City is reducing its force and laying staff off.
- See terminations.

#### Terminations

- Prior to a supervisor taking any actions on discharge of an employee, the supervisor must discuss his/her recommendation for discharge with the Administrator and/or Mayor.
- > A thorough investigation is critical. All facts should be reviewed objectively. Review the personnel file to determine if there is a pattern of behavior. Get witness statements.
- Review the issues for justification of the discharge. Follow rules of just cause. Were all procedural protections applied?
- > If paid suspension is needed to complete an investigation, use it.
- Document.
- > Provide the employee a hearing where the employee will have an opportunity to explain before final action.
- Follow Loudermill guidelines.



Appendix # A-3

#### SEPARATION AGREEMENT (a)

This separation agreement (hereinafter referred to as "Agreement") is made effective \_\_\_\_\_\_, 20\_\_, by and between the City of Stevenson and \_\_\_\_\_\_ (hereinafter referred to as the "Employee").

For and in consideration of the mutual covenants herein contained, the City of Stevenson and Employee agree as follows:

- 1. EMPLOYEE will separate active employment with the City of Stevenson effective
  - \_\_\_\_\_, 20\_\_
- 2. The City of Stevenson will pay EMPLOYEE a total severance benefit of \$\_\_\_\_\_\_, less required deductions upon the signing of this Agreement, equal to \_\_\_\_\_\_ month('s) of salary continuation. This severance payment will be payable over the three-month period, on the City of Stevenson's regularly scheduled pay periods. This payment is in lieu of all accrued salary, and benefits and continuation of EMPLOYEE'S salary, benefits, and any other matters to which EMPLOYEE might otherwise be entitled. EMPLOYER further agrees to provide EMPLOYEE with continued medical, dental and vision benefits under its current policies so long as EMPLOYEE is eligible under federal COBRA laws. If EMPLOYEE makes timely application for these COBRA benefits, EMPLOYER will pay the premium for these benefits, less any deduction for dependent coverage, for the period of salary continuation. After this period, for the remaining portion of the CORA benefits, EMPLOYEE will pay the premiums.
- 3. EMPLOYEE agrees that this severance benefit is not a benefit that he/she would otherwise be entitled to under existing employee benefit plans provided by the City of Stevenson. The severance payment will be made irrespective of whether EMPLOYEE accepts other employment or dies, and is subject to the usual federal income tax, social security, and any other applicable withholdings.
- 4. EMPLOYEE accepts the benefits specified herein in full payment and satisfaction of all his/her rights and interest relating to his/her employment with the City of Stevenson its affiliates, owners, directors, stockholders, agents, employees, and successors and assigns, from any and all claims, demands, and causes of action, which he/she now has or any manner arise out of his/her employment with, or separation from, the City of Stevenson. This release specifically covers, but is not limited to, any and all claims EMPLOYEE may have under federal, state, and local laws that prohibit discrimination in employment, any contract or tort claims arising under federal, state, or local law, and any claims under any express or implied contract or legal restriction on the City of Stevenson's rights to deal with employees. EMPLOYEE hereby covenants not to assert any such claims or causes of action.
- 5. EMPLOYEE represents that he/she has not filed any complaints, charges or lawsuits against the City of Stevenson with any governmental agency or any court, and that he/she will not do so at any time hereafter.
- 6. EMPLOYEE represents that he/she has read, considered, and fully understands this Agreement, and all its terms, and executes it freely and voluntarily.
- 7. EMPLOYEE acknowledges that he/she has had the opportunity to consult with his/her attorney prior to accepting this Agreement, and has had an adequate opportunity to do so.
- 8. EMPLOYEE agrees to maintain the confidentiality of this Agreement. EMPLOYEE agrees not to divulge the terms of this Agreement to, or discuss the events leading up to his/her separation from the City of Stevenson with, any person other than his/her attorney and members of his/her immediate family.
- 9. EMPLOYEE represents that in entering into this Agreement, he/she does not rely and has not relied upon any representation or statement made by the City of Stevenson or any of its employees or agents concerning this Agreement or Employee's separation from employment with the City of Stevenson.
- 10. It is understood and agreed that by entering into this Agreement, the City of Stevenson expressly denies that it has any legal liability in this matter. This Agreement is solely intended as the resolution of a disputed claim and may not be used by anyone as an admission of any kind by the City of Stevenson.
- 11. This Agreement is intended to constitute a full and final resolution of this matter. Interpretation of this Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorney's fees and costs.

EMPLOYEE

Date

THE CITY OF STEVENSON

Mayor

Date



## SEPARATION AGREEMENT (b)

This separation agreement ("Separation Agreement") by and between the City of Stevenson and \_\_\_\_\_\_ ("Employee").

For good and valuable consideration, the parties agree as follows:

- 1. <u>Separation of Employment.</u> EMPLOYEE'S last date of employment with the City of Stevenson shall be , 20 .
- 2. Severance Pay. The City of Stevenson agrees to pay EMPLOYEE \_\_\_\_\_\_ weeks of severance pay at his/her current regular rate of pay. Such severance pay shall be paid by check in a lump sum payment; provided, however, that the severance payment shall not be made until after EMPLOYEE has returned the executed Separation Agreement to the City of Stevenson, and the Revocation Period specified in Paragraph 8 below has expired. The severance payment made under this Separation Agreement shall be subject to all withholdings required by state and federal law. The parties agree that the separation pay described in this Paragraph 2 is designed to aid EMPLOYEE's transition to alternative employment, and that the specified benefits do not constitute benefits to which she would otherwise be entitled upon separation under existing employee benefit plans provided by the City of Stevenson or under any pre-existing benefit plans provided by the EMPLOYEE and the City of Stevenson.
- 3. <u>Health Insurance.</u> If EMPLOYEE makes timely application and remains eligible for such benefits, the City of Stevenson will provide EMPLOYEE and his/her dependents with continued medical, dental and vision benefits under its current health insurance policies for 18 months following the Separation Date ("COBRA" benefits). It is the intent of the parties that EMPLOYEE's COBRA rights begin to run on the Separation Date.
- 4. <u>Accrued Vacation and Floating Holidays</u>. The City of Stevenson agrees to pay EMPLOYEE for vacation and floating holidays that he/she has accrued but not used, if any, as of the Separation Date.
- Release. EMPLOYEE accepts the benefits contained in this Separation Agreement in full satisfaction of all 5. his/her rights and interests relating to his/her employment with and separation from the City of Stevenson and, in consideration therefore, EMPLOYEE hereby releases the City of Stevenson, its affiliates, successors, predecessors, past and present officers, directors agents, and employees from all claims (other than claims for the payments provided for under this Separation Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which EMPLOYEE may have or claim to have against the City of Stevenson arising from or during his/her employment or as a result of his/her separation form employment. This release specifically covers, but is not limited to, any workers' compensation or disability claims under state law; any claims of discrimination based on race, color, national origin, sex, marital status, age (including claims under the Age Discrimination in Employment Act) or physical or mental disability under any federal, state, or local law, rule, or regulation; any contract or tort claims arising under federal, state, or local law; any claims arising under federal, state or local law based on promises made or allegedly made by the City of Stevenson to EMPLOYEE; and any claims under any express or implied contract or legal restrictions on the City of Stevenson's right to terminate its employee. EMPLOYEE hereby covenants not to assert any such claims or causes of action.
- 6. <u>Other Claims or Lawsuits</u>. EMPLOYEE represents that as of the date she executes this Separation Agreement, she has not filed any complaints, charges or lawsuits against the City of Stevenson with any governmental agency or any court.
- 7. <u>No Admission</u>. Nothing in this Separation Agreement shall be construed as any indication that the City of Stevenson has acted wrongfully towards EMPLOYEE or any other person.
- 8. <u>Review and Revocation</u>. EMPLOYEE acknowledges that:
  - a. Pursuant to applicable law, she has been offered the opportunity to review a copy of this Separation Agreement for a period of twenty-one (21) days (the "Review Period").
  - b. The City of Stevenson advised EMPLOYEE at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Separation Agreement, including without limitation the release set forth in this Separation Agreement; and
  - c. The terms and conditions of this Separation Agreement have not been amended, modified, or revoked during the Review Period. The City of Stevenson and EMPLOYEE agree that EMPLOYEE shall have seven (7) calendar days (the "Revocation Period") following the date on which EMPLOYEE signs this Separation Agreement to revoke his acceptance of the Separation Agreement and the release set forth in this Separation Agreement, and this Separation Agreement shall not become effective until the Revocation Period has expired.



- 9. <u>Confidential Information</u>. EMPLOYEE acknowledges that while employed by the City of Stevenson and its predecessor, she had access to certain confidential information relating to the business of the City of Stevenson and its predecessor which constitute trade secrets of the City of Stevenson under the Uniform Trade Secrets Act, RCW 19.108. EMPLOYEE acknowledges that under the Uniform Trade Secrets Act, she has an obligation to maintain the confidentiality of such trade secrets of the City of Stevenson.
- 10. <u>Voluntary Execution</u>. EMPLOYEE represents that she has read, considered, and fully understands this Separation Agreement and all its terms, and executes it freely and voluntarily.
- 11. <u>Construction of Agreement; Governing Law</u>. Each party has had a full and complete opportunity to review this Separation Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Separation Agreement. Interpretation of this Separation Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Separation Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.
- 12. <u>No Representations</u>. EMPLOYEE represents that in entering into this Separation Agreement, she does not relay and has not relied upon any representation or statement made by the City of Stevenson or any of its employees or agents concerning this Separation Agreement.
- 13. <u>Confidentiality</u>. EMPLOYEE Agrees to keep the terms of this Separation Agreement confidential, except for communications about it with his/her immediate family, attorney or accountants or other professional financial advisors.
- 14. <u>Remedies for Breach of Covenants</u>. In the event of a breach or threatened breach by EMPLOYEE of any covenants herein, EMPLOYEE agrees that the City of Stevenson shall be entitled to a temporary restraining order or a preliminary injunction (without the necessity of the City of Stevenson posting any bond in connection wherewith) restraining EMPLOYEE from such breach or threatened breach. Nothing herein shall be construed as prohibiting the City of Stevenson form pursing any other remedies available to it for such breach or threatened breach, including the recovery of damages from EMPLOYEE.
- 15. <u>Complete Agreement</u>. This Separation Agreement constitutes a full and final resolution of all matters in any way related to EMPLOYEE's employment with and separation from the City of Stevenson. This Separation Agreement supersedes any and all other agreements between the parties.
- 16. <u>Amendment</u>. The parties agree that no modification, change or amendment of this Separation Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.
- 17. <u>Severability</u>. If any provision of this Separation Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction or in any arbitration proceeding, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Separation Agreement or portion thereof, and this Separation Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties, modified, amended or limited to the extent necessary to render the same valid and enforceable.
- 18. <u>Titles.</u> The titles of the paragraphs of this Separation Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of their terms, convents or conditions of the Separation Agreement.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement as their free and voluntary act on the dates set forth below.

EMPLOYEE

Date

THE CITY OF STEVENSON

Mayor

Date



Appendix # A-4:

## CELL PHONE POLICY

#### <u>PURPOSE</u>

The purpose of this policy is to provide cell phone use guidelines. This policy enables the City of Stevenson to meet its fiduciary responsibility to the taxpayers. It is recognized that the day-to-day operations of the workforce require voice and data communications and there is often a need to communicate when access to a regular telephone or computer is unavailable. Cell phones are a valuable resource for certain personnel in order to conduct City business in an effective and timely manner.

#### DEFINITIONS

**Employee**—A person employed by the City, does not include an independent contractor.

**City Business**—Official City business is business that relates directly to a person's work function and benefits the City.

**Cell Phone**—Cellular telephones including smart phones: any device that is used, by any measure, to send or receive wireless voice or data transmissions including text messaging.

#### POLICY

This policy shall apply to all City employees.

1. The City recognizes that cell phones are an important and necessary tool for certain employees to perform their job duties. For this purpose, the City will provide a cell phone.

2. The City Administrator will determine which employees require a cell phone by considering the individual job duties and related wireless communications needs. The Purchasing Officer will procure the most cost-effective cell phone and plan. State contracts, pooling of minutes, and free phone offers are examples of the methods that will be used to establish the most cost-effective alternative for cell phones and plans.

3. The use of a cell phone, whether owned by the employee or the City, creates data that is stored on the devices, including, without limitation, e-mails, text messages, communication logs (such as records of the numbers called and received). When the cell phone is used for City business that record is, in nearly every case, a public record, subject to possible disclosure under the Public Records Act. It is the employee's responsibility to ensure that all cell phone data related to City business is retained consistent with this policy and all City rules, regulations, policies and procedures.

4. All communications created or received using a City cell phone and all data stored on the devices is the property of the City. Employees have no personal or property right



in these communications and data and no expectation of privacy with regard to their use of City communication devices. Furthermore, the City reserves the right to access and monitor any and all communications created or received using a City-owned cell phone, any record of such communications and all data stored on City cell phones, including, without limitation, e-mails, text messages, communication logs (such as records of the numbers called and received) to ensure that all use of a City cell phone is consistent with this policy and all City rules, regulations, policies and procedures.

#### PROCEDURE

1. Determination of Cell Phone Eligibility

a. Eligibility is based on the need for frequent use of a cell phone, such as an employee who needs to be frequently available for emergency contact, and whose duties require him/her to be quickly contacted, anywhere, anytime as determined by the City Administrator.

b. Employees leaving City employment must turn in City-owned cell phones as part of their termination process. Employees transferring or promoting within the City must re-establish their eligibility in their new position.

2. Determination of Phone or Plan

a. The City Administrator is responsible for projecting business use, and for communicating this estimate to the Purchasing Officer. The Purchasing Officer is responsible for purchasing City-owned cell phones and establishing plans with providers that best meet the City's business needs at the lowest cost.

3. Use of Cell Phone

a. Except for incidental personal use, City-owned cell phones shall be used for business purposes only. Incidental personal use is defined as use that is infrequent and insubstantial. Incidental personal use phone calls shall be made at times that do not adversely affect the performance of official duties and are brief in duration and frequency. Whenever possible, incidental personal calls shall be made during breaks. Use of a City-owned cell phone for non-City business, or more than incidental personal use, will result in the entire cost of the phone and plan to be added to the employee's taxable wages as a taxable fringe benefit.

b. Employees are prohibited from Speaking or listening or sending, reading, or writing text message to a cell phone while driving except as authorized by applicable laws



c. Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all associated liabilities.

d. In many cases, cell phones operate as a camera or as a way to access the internet or email. Employees operating a City-owned cell phone in these capacities must comply with the City's policy regarding "Internet Access," and "Email."

e. There are certain cell phone uses that are prohibited and can result in disciplinary action at the discretion of the City Administrator. They include:

- Commercial use other than City business.
- Harassment of any member of the public, any governmental employee or any vendor.
- Making or receiving any calls of a sexually explicit nature.
- Inappropriate language including obscenity, vulgarity, profanity or expressions of ill will.
- Subjects of political nature.
- Misrepresentations or release of information of a confidential nature.
- Speaking or listening or sending, reading, or writing text message to a cell phone while driving except as authorized by applicable laws.
- 4. City Paid Monthly Stipend for Use of Personal Mobile Phones

a. At the department director's discretion employees who would otherwise be provided with a City issued mobile phone can request to receive a monthly stipend for using their personal mobile phone for City business. The monthly stipend is paid through the payroll system as a taxable benefit, and the amount of the monthly stipend is based on one of two plan options as determined appropriate by the employee's director, or designee:

- A. Phone only
- B. Phone with data

The amount of the monthly stipend will equal the rate of the plan paid by the city, inclusive of taxes. Employees who receive a monthly stipend agree to purchase a device that meets the City's technical standards and use their personal phone for City business. In addition, employees must execute a Monthly Mobile Phone Stipend Agreement to be submitted to the employee's manager/supervisor for approval. The monthly stipend process is administered and overseen by the Payroll Officer.



#### Special Responsibilities for Managerial Staff

As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

<u>Public Records Act</u> – Employees should be aware that work-related texts and voice messages on cell phones are public records subject to the Public Records Act. Employees have a duty to maintain such records in accordance with the Washington Local Government Record Retention Schedules.



#### **RECEIPT OF THE CITY OF STEVENSON'S CELL PHONE USE POLICY**

*Please read the policy carefully to ensure that you understand the policy before signing this document.* 

I certify that I have received a copy of the City of Stevenson's Cell Phone Use Policy. I understand that it is my responsibility to read and comprehend this policy. I read and understand the content, requirements, and expectations of the Policy and I agree to abide by the Policy guidelines. I understand that if at any time I have questions regarding the Policy, I will consult with my immediate supervisor or the Personnel Office.

I agree to observe and follow the Cell Phone Use Policy. I understand that failure to abide by the policy could result in the loss of cell phone privileges and/or other disciplinary actions.

Employee Name (Signature)

Employee Name (Please Print)

Department

Date



Appendix # A-5

City of Stevenson Ordinance No. <u>879</u>

#### An ordinance of the City of Stevenson adopting policies and procedures for reporting improper governmental action and protecting employees against retaliatory action.

#### Recitals

- 1. Chapter 44, Laws of 1992, entitled "The Local Government Employee whistleblower Act," became effective for local governments on January 1, 1993.
- 2. Under the Local Government Employee Whistle blower Act it is unlawful for a local government to take retaliatory action because an employee, in good faith and in conformance with the local government's procedures, provides information that improper government action may have occurred; and
- 3. Under the Local Government Employee Whistleblower Act local governments must enact specific policies for reporting improper government actions.

Now, Therefore, the City Council of the City of Stevenson do ordain as follows:

- 1. Policy statement. It is the policy of the City of Stevenson to:
- 1.1 Encourage reporting by its employees of improper governmental action taken by City of Stevenson officers or employees; and
- 1.2 Protect City of Stevenson employees who have reported improper governmental actions in accordance with the City of Stevenson's policies and procedures form retaliatory action.
- 2. Definitions. As used in this policy, the following terms shall have the meanings indicated:
- 2.1 "Improper governmental action": means any action by a City of Stevenson Officer or employee
  - a. That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
  - b. That (i) is in violation of any federal, state, or local law or rule, (ii) is an abuse of authority, (iii) is of substantial and specific danger to the public health or safety or (iv) is a gross waste of public funds.
- 2.2 "Improper governmental action" does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspension, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands.
- 2.3 "Retaliatory Action" means any adverse change in the terms and conditions of a City of Stevenson employee's employment.
- 2.4 "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.
- 3. Procedures for Reporting.
- 3.1 City of Stevenson employees who become aware of improper governmental actions should raise the issue first with their supervisor. Except in the event of an emergency, the employee shall also submit a written report to the supervisor, or to the City of Stevenson, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the City of Stevenson administrator, mayor or such other person as may be designated by the City of Stevenson administrator to receive reports of improper governmental action.
- 3.2 In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigation of the improper action.



- 3.3 The supervisor, the City of Stevenson administrator, mayor or the City of Stevenson administrator's designee, as the case may be, shall take prompt action to assist the City of Stevenson in properly investigating the report of improper governmental action. City of Stevenson officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigations, except that personnel actions taken as a result of the investigation may be kept confidential.
- 3.4 City of Stevenson employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the City of Stevenson employee reasonably believes that an adequate investigation was not undertaken by the City of Stevenson to determine whether an improper governmental action occurred, or that insufficient action has been taken by the City of Stevenson to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.
- 3.5 CITY OF STEVENSON EMPLOYEES WHO FAIL TO MAKE A GOOD-FAITH ATTEMPT TO FOLLOW THE CITY OF STEVENSON'S PROCEDURES IN REPORTING IMPROPER GOVERNMENTAL ACTION SHALL NOT RECEIVE THE PROTECTION PROVIDED BY THE CITY OF STEVENSON IN THESE PROCEDURES
- 4. Protection Against Retaliatory Actions.
- 4.1 City of Stevenson officials and employees are prohibited form taking retaliatory action against a City of Stevenson employee because he or she has in good faith reported an improper governmental action in accordance with these policies and procedures.
- 4.2 Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisor, the City of Stevenson administrator, mayor or the City of Stevenson administrator's designee. City of Stevenson officials and supervisors shall take appropriate action to investigate and address complaints or retaliation.
- 4.3 If the employee's supervisor, the City of Stevenson administrator, or the City of Stevenson administrator's designee, as the case may be, does not satisfactorily resolve a City of Stevenson employee's complaint that he or she has been retaliated against in violation of this policy, the City of Stevenson employee may obtain protection under this policy and pursuant to state law by providing a WRITTEN notice to the City of Stevenson council that:
  - a. Specifies the alleged retaliatory action; and
  - b. Specifies the relief requested.
- 4.4 City of Stevenson employees shall provide a copy of their written charge to the City of Stevenson mayor no later than thirty (30) days after the occurrence of the alleged retaliatory action. The city of Stevenson shall respond within thirty (30) days to the charge of retaliatory action.
- 4.5 After receiving either the response to the City of Stevenson or thirty (30) days after the delivery of the charge to the City of Stevenson, The City of Stevenson employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the City of Stevenson administrator within the earlier of either fifteen (15) days of delivery of the City of Stevenson's response to the charge of retaliatory action, or forty-five days of delivery of the charge for retaliation to the City of Stevenson for response.
- 4.6 Upon receipt of request for hearing, the City of Stevenson shall apply within five (5) working days to the Sate Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge:

Office of Administrative Hearings PO Box 42488, 4224 Sixth SE Row Six, Bldg. 1 Lacey, WA 98504-2488 206-459-6353

4.7 The City of Stevenson will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay, or dismissed.



- 5. Responsibilities. The city Administrator is responsible for implementing the City of Stevenson's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory action. This includes ensuring that this policy and these procedures are permanently posted where all employees will have reasonable access to them are made available to any employee upon request and are provided to all newly-hired employs. Officers, manager and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.
- 6. List of Agencies. The City Administrator will maintain a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Said list will be updated not less frequently than annually and copies thereof shall be made available to all employees. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact agencies shown on the list.

PASSED by the Council of the City of Stevenson and approved by the Mayor this 18<sup>th</sup> day of February, 1993.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Attorney for the City of Stevenson



#### Appendix # A-6

LIST OF AGENCIES RESPONSIBLE FOR ENFORCING FEDERAL, STATE and LOCAL LAWS and INVESTIGATING OTHER ISSUES INVOLVING IMPROPER GOVERNMENTAL ACTION

#### LOCAL

City of North Bonneville Mayor North Bonneville City Hall PO Box 7 North Bonneville, WA 98639 509-427-8182 City Attorney 509-427-5665

#### SKAMANIA COUNTY

Commissioners Skamania County Courthouse PO Box 790 240 NW Vancouver Avenue Stevenson, WA 98648 509-427-9447

Sheriff Skamania County Sheriff's Office PO Box 790 200 NW Vancouver Ave Stevenson, WA 98648 509-427-9490

Public Utility District No. 1 of Skamania County Chair, Board of PUD Commissioners PO Box 500 Wind River Highway Carson, WA 98610 509-427-5126

#### STATE OR REGIONAL AGENCIES

Washington State Attorney General 111 NE Olympia Avenue Olympia, WA 98501 360-753-6210

Washington State Department of Natural Resources PO Box 47000 Olympia, WA 98504 360-902-1000

Washington State Department of Community Development 9<sup>th</sup> & Columbia MSGH-51 Olympia, WA 98504 360-725-2800 City of Stevenson Mayor Stevenson City Hall PO Box 371 Stevenson, WA 98648 509-427-5970 City Attorney 509-427-5665

Prosecuting Attorney Skamania County Courthouse PO Box 790 240 NW Vancouver Avenue Stevenson, WA 98648 509-427-9405

Port of Skamania County Chairman Board of Port Commissioners PO Box 1099 130 SE Cascade Avenue Stevenson, WA 98648 509-427-5484

Washington State Department of Ecology PO Box 47600 Olympia, WA 98504 360-459-6000

Washington State Department of Transportation Transportation Building KF-01 Olympia, WA 98504 360-705-7000

Southwest Washington Air Pollution Control Authority 1308 NE 134<sup>th</sup>, Suite D Vancouver, WA 98685 800-633-0709



Southwest Washington Health District PO Box 5000 Vancouver, WA 98663 360-695-9215

Washington State Department of Fisheries 115 General Administration Bldg. MS AX-11 Olympia, WA 98504 360-753-6600

Washington State Auditor's Office Legislative Building PO Box 40021 Olympia, WA 98504-0021

Washington State Department of Health Health Consumer Assistance PO Box 4789 Olympia, WA 98504 800-525-127

Washington State Liquor Control Board Enforcement Division 1514 E. Street Vancouver, WA 98666

#### FEDERAL AGENCIES

Department of Agriculture Office of Inspector General 915 Second Avenue Seattle, WA Supervisor Auditor 360-553-8290 Supervisor Special Agent 360-553-8286

Alcohol Tobacco & Firearms Criminal Enforcement 915 Second Avenue Seattle, WA 360-553-4485

Department of Commerce Commission Office of the Inspector General Office of Audits 915 Second Avenue Seattle, WA 360-553-0801 Fraud Hotline 800-424-5454

US Department of Education Office of Inspector General 915 Second Avenue Seattle, WA Audits 360-553-0657 Investigations 360-553-1482 Washington State Employment Security Bingen Job Service Center PO Box 847 Bingen, WA 98605 509-493-1210

Washington State Utilities Transportation Chandler Building, MS FY-11 13005 Evergreen Park Dr. SW Olympia, WA 98504 360-753-6423

Washington State Human Rights Commission 402 Evergreen Plaza Bldg. Olympia, WA 98504-2490 360-753-6770

Washington State Dept. of Labor & Industries General Administration Building, MS, HC-101 Olympia, WA 98505 360-753-6341

Washington State Department of Social & Health Services; Special Investigation Office 11900 NE 95th PO Box 4485 Vancouver, WA 98662 360-696-6707

Department of Army Corp of Engineers PO Box 2946 319 Pine Portland, OR 97225 503-326-6000

US Attorney 800 Fifth Avenue Seattle, WA 360-553-7970

Consumer Product Safety Hotline 800-638-2772 US Customs Service Office of Enforcement 909 First Avenue Seattle, WA 360-653-7531

Environmental Protection Agency Criminal Investigations 1200 Sixth Avenue Seattle, WA



Equal Employment Opportunity Agency 2815 Second, Suite 500 Seattle, WA 360-553-0968

US Department of Energy Bonneville Power Administration PO Box 3621 Portland, OR 97208 360-230-3000

General Accounting Office (GAO) 1500 NE Irving Street Portland, OR 97232 503-235-8500

Department of Health & Human Services Food & Drug Administration 22201 23<sup>rd</sup> Drive SE Bothell, WA Trade Complaints 206-483-4949 Audits: 360-553-0452

US Bureau of Indian Affairs PO Box 3785 Portland, OR 97208 503-231-6702

Department of Interior US Fish & Wildlife Services Division of Law Enforcement 121 107<sup>th</sup> NE Bellevue, WA

Department of Justice Drug Enforcement Administration 220 West Mercer, Suite 300 Seattle, WA 360-553-5443

Mine Safety & Health Administration 117 107<sup>th</sup> NE Bellevue, WA 360-553-7037

Ntional Transportation Safety Board of Directors 19518 Pacific Highway South Seattle, WA 360-764-3782

Department of Transportation Office of Inspector General 915 Second Avenue Seattle, WA 98178 360-553-5720 Federal Emergency Management Agency 130 – 228<sup>th</sup> Street SW Bothell, WA 360-487-4600

General Services Administration 915 Second Avenue Seattle, WA Investigations: 360-931-7654 Law Enforcement: 360-553-0290 Audits: 360-931-7650

Department of Housing and Urban Development Office of Counsel 1321 Second Avenue Seattle, WA Audits 360-553-0270 Investigations: 360-553-0272

Interstate Commerce Commission 915 Second Avenue-Room 1894 Seattle, WA 98154 360-553-5421

Federal Bureau of Investigation (FBI) 1500 SW 1<sup>st</sup> Avenue Portland, OR 97201 503-224-4181

Department of labor Occupational Safety & Health (OSHA) 1111 Third Avenue, Suite 715 Seattle, WA 98101-3212 360-553-5930 Audits 1111 Third Avenue, Suite 780 Seattle, WA 98101-3212 360-553-4880 Investigations 1111 Third Avenue, Suite 785 Seattle, WA 98101-3212

Nuclear Regulatory Commission 510-975-0200 Federal Trade Commission 915 Second Avenue Seattle, WA 360-553-4656

Department of Treasury Bureau of Alcohol, Tobacco & Firearms Law Enforcement Division 915 Second Avenue – room 806 Seattle, WA 98174



Department of Veterans Affairs Office of Inspector General 915 Second Avenue Seattle, WA 98674 Fraud/Waste/Abuse Hotline 800-488-8244 Securities & Exchange Commission Seattle, WA 98174 360-553-7990



Appendix # A-7

# **Travel Reimbursement Request**

(To be turned in to Accounts Payable after travel is complete to request reimbursement)

Name:		
Event:		
Location		
Dates:		
	Paid by City	<u>Reimbursement</u>
Tuition, Registration, Etc. \$		-
Back up Documentation Required		
Lodging: Receipts Required		
# of nights @ per night		
Less charges for non official companions:		_
State Lodging Per Diem Rate: \$	Higher Rate of:	\$
	Approved by City Co	uncil:
Travel: Receipts required for all except vehicles.		
Personal Vehicle: # of Miles: per mile		
City Vehicle:		
Public Transportation:		
Round Trip Airfare:		
Parking Fees:	-	-
Per Diem Meals No Receipts Required		
Breakfasts at \$ each		\$0.00
Lunches at \$ each		\$0.00
Dinners at \$ each		\$0.00
Meals included in Tuition:		
<u>Total Expenses:</u>	\$0.00	\$0.00

Please note where you are required to return receipts. Reimbursements will not be made if the expenses requested exceed the amount approved by City Council. City Council must approve rates higher than the State Per Diem.

Supervisor Approval:		
Date of City Council Approval (if req'd):		
Final Reimbursement Requested: (After travel is complete)	* \$	
Requested by:(signature)		
* Limited to amount approved above by Supervisor or City Council		
77		•



Appendix # A-8

# CITY ADMINISTRATOR

POSITION:	City Administrator
<b>REPORTS TO:</b>	Mayor
EFFECTIVE DATE:	June 21, 2018
FLSA STATUS:	Exempt

#### SUMMARY:

This is a professional administrative/management level position requiring experience and training in government management, fiscal/accounting systems operations, contract management, program design and development, grant writing and administration, personnel administration and general policy research for the City Council. Oversees all City operations and reports directly to the Mayor and Council.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required, or assigned, as needed.

- Responsible for general governmental accounting, accounting systems, records, purchasing and payroll.
- Assist the Mayor in conducting all the city's business and performs such other duties and assumes such other responsibilities as the Mayor shall direct and as may be required by ordinances and resolutions passed by the City Council.
- Serve as the City's Clerk/Treasurer.
- Responsible for the preparation of monthly, quarterly, and annual fiscal reports.
- Monitor budgets.
- Generate information for other federal, state and local reports.
- Oversee issuance of debt, maintaining debt payments and debt ceilings.
- Oversee budget preparation and prepare final budget documents including preparation of financial forecasts for short- and long-term fiscal goals and conditions.
- Audit all City expenditures.
- Supervise all overall operations of the City.
- Interpret rules, policies, procedures of city functions and research data, laws, codes, regulations, and polices for the City Council in their policy making decisions.
- Serve as an advisor to the City council and its various boards and commissions.
- Responsible for maintaining consistency among the City's various boards and departments.
- Supervise the various department heads and acts as a technical resource.
- Manage City's contracts for compliance and performance.
- Negotiate contracts.
- Administrative responsibility for all contract management.
- Develop programs as directed by Council.



- Prepare program proposals, budgets, implementation schedules, and evaluations.
- Perform special projects as assigned by council or insure implementation by appropriate city departments.
- Monitor performance and activities of department heads to ensure goals are met.
- Provide grant management for all city functions including research of grant opportunities, preparation of grant applications, and the administration of grants.
- Responsible for oversight of the city personnel and personnel system including supervision of department heads including scheduling, evaluations, staff training, and general strategic planning.
- Oversee the development and maintenance of general personnel policy and management issues.
- Oversee compliance with local, state and federal regulations and manages recruitment/dismissal issues.
- Administer contracts for liability, health, and other benefit programs.
- Maintain City compliance with Federal and State mandates.
- Prepare City Ordinances and Resolutions.
- Act as risk manager and maintain accident files.
- Oversee City coordination of land use reviews, subdivisions, short plats, comprehensive plan issues, various environmental permits, and Columbia River Gorge National Scenic Area regulations within the various city departments and with external parties.
- Attend all City Council meetings.
- Represent City on various boards and committees as directed by the City Council.
- Act as a liaison with other governmental organizations.
- Respond to citizen complaints and inquiries and coordinates council responses to these complaints.
- Serve with the Community Development Director and Public Works Director to coordinate emergency management and hazard mitigation planning/implementation.

#### ABILITY TO:

- Maintain confidentiality
- Work independently
- Appropriately and efficiently delegate responsibility
- Gauge project progress and make adjustments to meet deadlines
- Communicate clearly and effectively both orally and in writing
- Establish and maintain effective working relationships
- Work courteously and tactfully with customers and employees.
- Exercise discretion in confidential or sensitive situations
- Adapt to new technologies and policy changes.
- Maintain records and prepare reports.
- Demonstrate excellent problem solving and follow through skills.
- Prioritize work, mesh numerous assignments, cope with interruptions, last minute changes and deadlines.



• Exhibit proficient computer skills.

#### SUPERVISORY RESPONSIBILITIES:

Responsible for directly supervising Directors, Department Heads and office staff; provide daily direction and guidance, make approvals and recommendations as needed. Indirectly supervise all remaining city staff; maintain and promote team-centered participatory management practices, delegating maximum responsibility to those in supervisory positions.

#### JOB CONDITIONS:

This position takes place in a typical office environment. The position may require long periods of sitting, standing, stooping, and/or reaching. This position may also require lifting objects weighing more than twenty-five (25) pounds.

Evening meetings and substantial overtime may be required.

#### **MINIMUM QUALIFICATIONS:**

College Graduate, previous government experience Must have good accounting knowledge, management experience, Communication skills Leadership and analytical skills Experience with standard office equipment including computers

#### PREFERRED QUALIFICATIONS:

Grant Writing Experience Master's degree in a related field

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT: First Aid & CPR Certification

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



### PUBLIC WORKS DIRECTOR

POSITION:	Public Works Director
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	June 21, 2018
FLSA STATUS:	Exempt

#### SUMMARY:

The position is responsible for planning, directing and coordinating the Public Works Department activities including the construction, maintenance, operation and repair of city streets, storm water system, vehicle fleet, parks and buildings, water and sewer systems and serving as the liaison with the emergency management services. The position needs management and supervisory experience.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Plan, organize, direct and control the activities, operations, and personnel of the City Public Works Department, in cooperation with City leadership.
- Develop and implement long term planning for the City's public works facilities including execution of both short and long-range construction programs.
- Serve as a key member of the City's management team.
- Supervise the operation of the Street, Equipment Services, Water, Sewer and Storm Water departments.
- Oversee the selection, training, professional development and certification programs for all department personnel and provide guidance to the Public Works Field Supervisor and system managers.
- Ensure that appropriate policies and procedures are in place and ensure employee compliance to department policies and procedures.
- Work closely with Public Works Field Supervisor and system managers to develop and implement appropriate policies and procedures for each respective division of the department.
- Serve as the technical advisor to the Mayor, City Council, City Administrator and departments on public works activities.
- Perform cost control activities and monitor the efficiency/effectiveness of the above departments including assisting the finance department with budgeting for the public works departments.
- Attend all City Council meetings and represent the City on other committees as assigned.
- Direct the research and compilation of all required reports relative to the operation of the public works programs.
- Ensure that the City's water and sewer utilities meet all regulatory requirements.



- Supervise public works construction projects.
- Direct the preparation of public notices and information programs to ensure that citizens, contractors, businesses and interested parties are apprised of major projects.
- Prepare written reviews of all subdivision and short plat applications for the planning advisor.
- Review and approve building permit applications for public works compliance.
- Serve with the Community Development Director and City Administrator to coordinate emergency management and hazard mitigation planning/implementation.
- Serve as the enforcement officer for the protection of public facilities.
- Assist with the control of public nuisances.
- Respond to public inquires related to public works issues.
- Assist with grant writing.
- Perform field work in all public works departments as needed. (i.e. streets, water/sewer, equipment service).

#### ABILITY TO:

- Analyze and problem solve problems relating to Public Works functions
- Efficiently coordinate resources and personnel to accomplish projects
- Assign, schedule, direct, coordinate, and evaluate workers performing various maintenance and repair activities at various skill levels
- Appropriately and efficiently delegate responsibility
- Gauge project progress and make adjustments to meet deadlines
- Communicate effectively both orally and in writing
- Establish and maintain effective working relationships
- Work courteously and tactfully with customers and employees.
- Confidently make informed decisions and/or recommendations regarding all Public Works functions
- Speak, understand, read, and write English
- Perform basic math (add, subtract, multiply, and divide)
- Exercise discretion in confidential or sensitive situations
- Exercise independent judgment and/or independent action
- Maintain various health and safety standards and regulations
- Perform moderately, strenuous physical tasks.
- Read, analyze and interpret financial reports, legal documents, engineering reports, and blue prints.
- Secure compliance with construction specifications in an effective manner.

#### SUPERVISORY RESPONSIBILITIES:

Responsible for directly supervising the Public Works Field Supervisor, system managers and subcontractors; provide daily direction and guidance, make approvals and recommendations as needed. Indirectly supervise all maintenance worker positions in the department; maintain and promote team-centered participatory management practices, delegating maximum responsibility to those in supervisory positions.



#### JOB CONDITIONS

On call status, evening meetings, and substantial overtime may be required. The incumbent may experience exposure to high noise levels, extreme temperatures, work around machinery and high traffic, harmful gasses and fumes, confined spaces, and exposure to blood-borne pathogens. Extensive computer work is required, including eight or more hours per week being devoted to clerical work such as typing, filing, data entry, and report writing. Although work will be performed in an office setting, due to the small size of the City, "on-site" supervisory and inspection duties will need to be performed and may lead to considerable time spent out-of-doors. During the occasional emergency the director may be exposed to extreme weather and work conditions.

This position may also require pushing, pulling, lifting and carrying objects weighing up to fifty (50) pounds.

#### **MINIMUM QUALIFICATIONS:**

High School graduate or GED equivalent.

3 or more years progressively responsible experience in a public works-related position and demonstrated management responsibilities.

Good knowledge of civil engineering procedures and practices relating to design,

construction and operation of public works facilities; and, good knowledge of state and federal laws and procedures relating to public works.

Computer literate with general knowledge of public works software applications. Familiarity with government budgeting, regulatory environment and report preparation. Supervisory skills, including evaluation, discipline and discharge.

Must have a valid a Washington Driver's License, prefer CDL or ability to acquire.

#### PREFERRED QUALIFICATIONS:

Bachelor degree from accredited college or University in Business Management, Civil Engineering, Planning or related field or demonstrated equivalent in formal education and experience.

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

First Aid & CPR Certification Flagger Certification Water Plant Operator I (WTPO I) Wastewater Treatment Plant Operator I (WWTPO I) Water Distribution Manager I (WDM I)

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT

Water Plant Operator II (WTPO II) Wastewater Treatment Plant Operator II (WWTPO II)



This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



### COMMUNITY DEVELOPMENT DIRECTOR

POSITION:Community Development DirectorREPORTS TO:City AdministratorEFFECTIVE DATE:June 21, 2018FLSA STATUS:Exempt

#### SUMMARY:

Performs current and long-range planning functions related to the City's growth, development and change. Creates and facilitates programs and systems to improve the physical environment (public infrastructure, environmental protection, private investments), human/social capacity (public dialogue, civic involvement), and economic vitality of the community. Engages community stakeholders on emerging issues and relates community needs to City elected and appointed officials.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required, or assigned, as needed.

- Current Planning:
  - Act as ordinance administrator and ensuring compliance under SMC Title 16, Title 17, Title 18, and other/future ordinances as assigned.
  - Advise the public on City regulatory requirements.
  - Ensure that a comprehensive public record is developed and retained by the City through the carrying out of the required notices, reviews, assessments, and impact statements as authorized by the City.
- Long-Range Planning:
  - Develop programs (e.g. facilitative, informational, regulatory) necessary to implement the City's Comprehensive Plan.
  - Maintain compliance with state-mandated land use and environmental statutes.
  - Develop the community's capacity to engage in informed, shared decisionmaking.
  - Assist with development of Capital Improvement Programs to align with land use patterns and community need.
- Grant Writing:
  - Lead and assist with grant sourcing, project conceptualization/development, and preparing grant narratives and submittals.
- Testify as expert witness in court if required or assisting with the preparation of City lawsuits involving land use issues.
- Attend all City Council meetings and represent the City on various boards and committees.
- Managing and assisting with special projects and programs as assigned.
- Serve as a key member of the City's management team.
- Assist with the control of public nuisances.



• Serve with the Public Works Director and City Administrator to coordinate emergency management and hazard mitigation planning/implementation.

#### ABILITY TO:

- Communicate clearly, effectively, and tactfully both verbally and in writing.
- Exhibit proficient computer skills.
- Work independently with little direction.
- Prioritize work, mesh numerous assignments, cope with interruptions, last minute changes and deadlines.
- Obtain training to update present skills or obtain new skills.
- Demonstrate excellent problem solving and follow through skills.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Establish and maintain cooperative and effective working relationships with others.
- Adapt to new technologies and policy changes.
- Exercise discretion in confidential or sensitive situations
- Exercise independent judgment and/or independent action
- Read, analyze and interpret financial reports, legal documents, engineering reports, and blue prints.

#### SUPERVISORY RESPONSIBILITIES:

Occasionally exercises supervision over consultants, volunteers, interns, temporary and part-time employees.

#### JOB CONDITIONS:

Work is performed primarily in an office environment and approximately 15% performing site visits and/or meetings. Attendance at evening meetings is required, occasional attendance at meetings and trainings that occur outside City boundaries and substantial overtime may be required.

The duties of the position require siting, walking, stooping, crawling, bending, reaching, pulling, twisting, and the ability to lift up to 25 pounds. Must be able to traverse all types of terrain, in all types of weather, when performing site visits/inspections. Requires finger dexterity, sense of touch, gripping with fingers and hands, ability to see, hear voice conversation, and to speak. Will require sitting for prolonged periods of time, extensive use of computer keyboard.

#### MINIMUM QUALIFICATIONS:

Graduation from an accredited 4-year college/university with a degree in land use planning, urban planning, geography, environmental studies or a closely related field which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

Three (3) or more years of work in land use planning. Working knowledge of:



- Local land use planning principles, practices and techniques.
- Environmental sciences.
- Computer literacy.
- City government functions, policies, rules and regulations.
- State planning statutes and general familiarity with legal foundations of planning.
- Research methods and sufficient technical/analytical skills to interpret and prepare data for planning studies and reports/recommendations pertaining to land use control and EIS.

#### PREFERRED QUALIFICATIONS:

Master's degree from an accredited college/university with a degree in land use planning, urban planning, geography, environmental studies or a closely related field American Institute of Certified Planners membership.

Working knowledge of:

o GIS, presentation, and infographic software.

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT: First Aid & CPR Certification

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

# <u>I have read and understood the functions, responsibilities and requirements of this position.</u>

Signature



# DEPUTY CLERK/TREASURER II

POSITION:Deputy Clerk/Treasurer IIREPORTS TO:City AdministratorEFFECTIVE DATE:June 21, 2018FLSA STATUS:Non-Exempt

#### SUMMARY:

This is an office position that acts as primary assistant to the city administrator and performs a variety of functions to such as assisting with the maintenance of the city accounting system, managing investments, responding to public inquiries, monitoring municipal court activity, assisting with records maintenance, creating and filing general city records. Fills in for the city administrator in his/her absence.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Receipt, reconcile and deposit incoming funds and maintain records as required.
- Review and code accounts payable.
- Prepare vouchers and checks
- Maintain daily postings to the general ledger.
- Assist with the preparation of monthly, quarterly and annual reports.
- Assist the Deputy Clerk/Treasurer I with the preparation and reconciliation of water and sewer billing and receipting, including maintaining all state and city records.
- Monitor reporting of court activity and reconcile against monthly court and jail billings.
- Fill in for the City Administrator when required.
- Assist the Fire Department, Building Inspector, Public Works Director and City Administrator when required.
- Assist in the preparation of the budget, financial reports and annual state audit.
- Purchase office and household supplies.
- Monitor city purchases for compliance with City/State bid laws.
- Provide front counter customer service when needed.
- Evaluate monthly cash flows and interest rates to invest city funds and maintain records.
- Assist City Administrator with the investing of City funds
- Operate office equipment, trouble shoot hardware software problems and operate Microsoft suite, court, financial and utility software programs.
- Assist with project administration, monitor compliance with state/federal prevailing wage laws, RCW's and WAC's.
- Assist City Administrator in grant management.
- Process public records requests.
- Prepare monthly payroll for city staff, maintaining all payroll files.



• Maintain city website and other city communication outlets.

#### ABILITY TO:

- Communicate clearly, effectively, and tactfully both verbally and in writing.
- Exhibit proficient computer skills.
- Work independently with little direction.
- Prioritize work, mesh numerous assignments, cope with interruptions, last minute changes and deadlines.
- Demonstrate conflict-resolution, problem-solving, and interpersonal skills using tact, patience, and courtesy.
- Obtain training to update present skills or obtain new skills.
- Demonstrate attention to detail and an aptitude for numbers.
- Demonstrate excellent problem solving and follow through skills.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Establish and maintain cooperative and effective working relationships with others.
- Adapt to new technologies and policy changes.

#### SUPERVISORY RESPONSIBILITIES:

Works under general supervision. No formal supervisory responsibilities but may oversee or direct the work of support staff, contractors, and/or volunteers.

#### JOB CONDITIONS:

This position takes place in a typical office environment. The position may require long periods of sitting, standing, stooping, and/or reaching. This position may also require lifting objects weighing more than twenty-five (25) pounds. Specific vision abilities required by this position include close vision and the ability to adjust focus.

This position may be subject to verbal abuse at times from the public.

#### **MINIMUM QUALIFICATIONS:**

High School Graduate or GED equivalent.
Office Experience, good writing skills, understanding of Generally Accepted Accounting Principles (GAAP)
10-key by touch, computer experience (preferably Windows based Excel & Word)
Good Customer Service

#### PREFERRED QUALIFICATIONS:

Prior Government Accounting and Court Experience College graduate

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:



First Aid & CPR Certification Notary Public Designation

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



# DEPUTY CLERK/TREASURER I

POSITION:Deputy Clerk/Treasurer IREPORTS TO:City AdministratorEFFECTIVE DATE:June 21, 2018FLSA STATUS:Non-Exempt

#### SUMMARY:

This is an office position that performs a wide variety of regular and recurring accounting procedures; payroll and utility billing tasks; records management and permit technician duties.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required, or assigned, as needed.

- Provide outstanding, friendly customer service to all city customers.
- Responsible for utility billing including preparation and reconciliation of water and sewer billing, receipting payments, maintenance of customer service records and compiling reports.
- Maintain records of connections and utility applications with associated costs.
- Receive, account for and safeguard cash, checks and other valuables as required.
- Develop and maintain procedures for utility bills, delinquent billing reminders and service cut-offs.
- Review invoices submitted and determine proper account coding, prepare vouchers and checks for payment.
- Prepare monthly payroll for city staff, maintaining all payroll files.
- Perform confidential secretarial and administrative work of a varied nature including receive and screen telephone calls; establish and maintain files, records and other information sources needed to facilitate, support and document office or department activities.
- Perform secretarial services for various departments when required.
- Secretary to the Board of Adjustment and Board of Appeals committees and fill in for the Planning Commission/City Council when required.
- Assist in the preparation of the budget, financial reports and annual state audit.
- Maintain Business License, Small Works Roster and Outdoor Burn Files.
- Assist with records retention and maintains City Council cross reference indexes.
- Provide zoning information, building permit information, water/sewer information. Provide general public/tourist information and relocation assistance.
- Operate office equipment, trouble shoot hardware software problems and operate Microsoft suite software and utility/financial software programs.
- Assist with project administration, monitor compliance with state/federal prevailing wage laws, RCW's and WAC's.
- Assist City Administrator in grant management.



- Assist with asset management to include conducting an inventory, and logging information in spreadsheets.
- Calculate annual Volunteer Firefighter pay and Skamania County Fire District II billing.
- Maintain varied accounting office filing systems and records as directed to assure proper follow-through.
- Process and assist in the completion of application for various city permits.
- Review contractor applications for current license and insurance coverage.
- Calculate permit and plan review fees and ensure plans are reviewed by appropriate departments.
- Determine the appropriate permit application type, accept applications and revisions, perform a completeness check, route the review material and complete necessary documentation.
- Maintain the permit tracking database.
- Monitor the progress of permit applications; take action when required to meet target timelines.
- Issue a permit after ensuring that all necessary approvals are obtained, all required documentation is complete, and all regulations are addressed.

#### ABILITY TO:

- Communicate clearly, effectively, and tactfully both verbally and in writing.
- Exhibit proficient computer skills.
- Work independently with little direction.
- Prioritize work, mesh numerous assignments, cope with interruptions, last minute changes and deadlines.
- Demonstrate conflict-resolution, problem-solving, and interpersonal skills using tact, patience, and courtesy.
- Obtain training to update present skills or obtain new skills.
- Demonstrate attention to detail and an aptitude for numbers.
- Demonstrate excellent problem solving and follow through skills.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Establish and maintain cooperative and effective working relationships with others.
- Adapt to new technologies and policy changes.

#### SUPERVISORY RESPONSIBILITIES:

Works under general supervision. No formal supervisory responsibilities but may oversee or direct the work of support staff, contractors, and/or volunteers.

#### JOB CONDITIONS:

This position takes place in a typical office environment. The position may require long periods of sitting, standing, stooping, and/or reaching. This position may also require lifting objects



weighing more than twenty-five (25) pounds. Specific vision abilities required by this position include close vision and the ability to adjust focus.

This position may be subject to verbal abuse at times from the public.

#### MINIMUM QUALIFICATIONS:

High School Graduate or GED equivalent. Office Experience, good writing skills, understanding of basic accounting 10-key by touch, computer experience (preferably Windows based) excel & word Good Customer Service

#### PREFERRED QUALIFICATIONS:

Prior Government Accounting Experience College graduate

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

First Aid & CPR Certification Notary Public Designation

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



### **BUILDING INSPECTOR**

POSITION:	-Building Inspector
REPORTS TO:	- City Administrator
EFFECTIVE DATE:	<del>June 21, 2018</del>
FLSA STATUS:	Non-Exempt

#### SUMMARY:

Provides pre-application building plan reviews for code compliance. Inspects residential and commercial buildings and other structures in the process of construction or alteration for compliance with code requirements, application of safe construction practices and other regulations or ordinance. Insure that a comprehensive public record shall be developed and retained by the City through the carrying out of the required reviews, assessments and impact statements as authorized by the City.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Building Inspections to enforce the Building Code, Plumbing Code, Mechanical Code Energy Code, Fire Code, Sign Code, ADA Standards and relevant sections of the Revised Code of Washington, and relevant sections of City Ordinances.
- Must maintain current certifications for the appropriate categories above as administered by ICBO.
- Examine submitted drawings for compliance with all relevant codes.
- Interface with architects, engineers, designers, builders, subcontractors, and owners via written correspondence, telephone, office and on-site conferences.
- Provide interpretations for the building and related codes to applicants, permit holders, contractors and city staff.
- Provide advice and direction at pre-application meetings for contractors, realtors, architects, engineers and prospective property
- Prepare, file and maintain files, plans and other documents as needed for routine office operations.
- Prepare plan reviews when required.
- Fire Marshall for the City.
- Perform random and annual fire code inspections for commercial operations.
- Assist fire chief as necessary.
- Investigate complaints of alleged violation of zoning and land use regulations or building codes; issues notices to correct code violations; follows up on notices to assure compliance with the imposed conditions.
- Investigate complaints about people working without permits or licenses.
- Investigate dilapidated buildings for health and safety problems.
- Serve as liaison with other departments as necessary regarding code compliance.



#### ABILITY TO:

- Obtain all certifications necessary to perform the job
- Address and administer Fire Code regulations
- Protect the health and safety of personnel, the public, and the environment.
- Communicate technical information clearly and concisely both orally and in writing.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Operate windows-based computer and related software applications including word processing, databases, spreadsheets, and other specialized software applications that support the building inspection function.
- Be detail-oriented with the ability to manage multiple tasks and deadlines simultaneously.
- Exercise good judgment and maintain confidentially.
- Take initiative; identify priorities, working independently with little supervision.

#### **SUPERVISORY RESPONSIBILITIES:**

There are no supervision responsibilities associated with this position.

#### **JOB CONDITIONS:**

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform inspections; kneeling; crouching; bending; dexterity of hands and fingers. The employee must be able to lift up to 10 pounds on a frequent basis; lift 10 to 20 pounds on an occasional basis; and rarely lift 20 – 50 pounds (employee may ask for assistance).

Work is primarily performed in the field where the employee must stand or walk on variable surfaces including hard, even surfaces and uneven ground, as well as sloped embankments. Employee occasionally works in the right of way or construction sites and may be exposed to physical hazards such as moving traffic and heavy construction equipment. The employee is occasionally exposed to fumes and airborne particles, toxic and caustic chemicals, extreme heat, risk of electrical shock, wet/humid conditions, working in high, open places, confined and underground spaces, and restricted access building sites. Outdoors the noise level may be moderate to loud.



Some work is performed in an office environment where the noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is occasionally exposed to toxic or caustic chemicals, i.e. copier toner.

#### **MINIMUM QUALIFICATIONS:**

- High school diploma or GED
- Thorough knowledge of construction processes
  - Knowledge of and experience with Uniform Building Codes, as well as plumbing,
- mechanical and state energy codes.
- Possess a Washington state Driver's License

#### PREFERRED QUALIFICATIONS:

Computer experience Previous building inspection experience

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

- First Aid & CPR Certification
- **Residential Building Inspector ICC Certification**
- Commercial Building Inspector ICC Certification
- **Residential Plans Examiner ICC Certification** 
  - **Residential Mechanical ICC Certification**
  - **Residential Plumbing ICC Certification**

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

I have read and understood the functions, responsibilities and requirements of this position.

Signature



### WATER MANAGER

POSITION: Water Manager

**REPORTS TO:** Public Works Director\*

EFFECTIVE DATE: June 21, 2018

FLSA STATUS: Non-Exempt

\*If this position is combined with any other position, the Water Manager will report to the City Administrator.

#### SUMMARY:

This position entails both field and administrative duties in the City's water department and may assist other City staff with projects in other departments.

#### ESSENTIAL JOB DUTIES:

- Responsible for all functions within the City Water System to include:
  - ⊖ Water sampling
  - ⊖ Cross Connection Control Program
  - ⊖ Consumer Confidence Report
  - Preparation of written development reviews
  - ⊖ Submittal of DOH required reports
  - ⊖ Regulatory compliance
  - ⊖ New service review
  - Respond to public inquiries regarding water
  - Ensure completion of routine maintenance
  - ⊖ Oversee all water projects

  - ⊖ Tracking all labor hours spent in water department
  - Order new parts as well as stock replenishment
  - Review expenditures in water department
  - Prepare and maintain department records
  - Performance of appropriate tests to meet State requirements
- Operate all city equipment which may include city trucks, dump trucks, backhoes, bulldozers, jackhammers, mowers, street sweepers, snow plows and welders.
- Responsible for the general maintenance and repair of both diesel and gas engines.
- Confer with the Public Works Director and City Administrator to determine project priorities and to coordinate activities with other City departments
- Communicate with public works personnel and the public to resolve issues, complaints, concerns, or questions related to division work or activities
- Attend or facilitate various meetings and trainings

#### ABILITY TO:

- Communicate clearly and concisely both orally and in writing.
- Read utility as built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.



- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Recognize, prioritize and accomplish needed tasks.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Determine appropriate action within clearly defined guidelines.

#### SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

#### **JOB CONDITIONS:**

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water utility will require some weekend duties as part of the on call rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.

#### **MINIMUM QUALIFICATIONS:**

- High School graduate or GED equivalent.
- Must live within twelve (12) miles of the city.
- Must be able to work independently.
- Must have a Washington Driver's License with commercial validation or the ability to acquire within three (3) months. The City will complete a review of the final applicant's driving record.

#### PREFERRED QUALIFICATIONS:

Extensive knowledge of the design and operational requirements of the City water system.

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills.

Basic Electrical Skills including basic Telemetry and cable splicing knowledge.



Carpentry Skills. Experience in Welding. Diesel and Gas equipment repair. Basic Mechanical Skills. Experience in Road Construction and Repair. Knowledge of Grounds Maintenance.

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Water Distribution Manager I (WDM I)

Water Plant Operator I (WTPO I)

Wastewater Treatment Plant Operator I (WTPO I)

A/C Pipe Certification

Cross Connection Control

Backflow Assembly Tester

# POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT:

Water Plant Operator II (WTPO II)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job related instructions and to perform any other job related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature-



### PUBLIC WORKS FIELD SUPERVISOR

POSITION:Public Works Field SupervisorREPORTS TO:Public Works DirectorEFFECTIVE DATE:June 21, 2018FLSA STATUS:Non-Exempt

#### SUMMARY:

This is a field position reporting directly to the Public Works Director. The Public Works Field Supervisor supervises and works with the Public Works employees responsible for the City's water and sewer utilities, streets, equipment, parks and general facilities. This position plans, assigns and schedules proper use of personnel and equipment to address the reoccurring public works tasks. The Public Works Field Supervisor must have the ability to troubleshoot and analyze problems related to street obstructions, slides, storm water system failures, sewage problems, equipment failures and water main breaks.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Schedules and performs the regular and recurring installation, repair and maintenance work in the streets, storm water system, water supply and distribution, sewer collection, parks division and City buildings.
- Proficiently operates and maintains departmental equipment such as back hoes, small bulldozers, street sweepers, dump trucks and loaders, power lawnmowers and concrete cutting equipment.
- Repairs water mains, cleans out and install sewer and water lines, clean curbs, gutters and repair park facilities.
- Operates and maintains the water treatment plant, well and intake stations.
- Prepares and maintains records and performs appropriate tests to meet State requirements and inspects new connections.
- Must be capable of operating the sewer treatment plant and able to conduct weekend testing and emergency back up to the Waste Water Treatment Plant operator.
- Organizes the water and sewer utilities on-call duties shared with other Public Works employees.
- Will assist with the preparation of bid specifications on public works projects.
- Responsible for the construction and maintenance of city parks, city buildings and other structures carpentry skills will be needed.

#### ABILITY TO:

- Oversee, direct and coordinate the work of lower level staff.
- Train staff in the most current and accepted practices in Public Works.
- Select, supervise, train and evaluate staff.



- Participate in the development and administration of goals, objectives and procedures.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate clearly and concisely both orally and in writing.
- Recognize, prioritize and accomplish needed tasks.
- Perform routine maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as-built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Compose utility as-built drawings for water and sewer.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in Public Works.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.

#### SUPERVISORY RESPONSIBILITIES:

Responsible for supervising Public Works staff, with direction from the Public Works Director.

#### JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water and sewer utilities will require some weekend duties as part of the oncall rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.

This position may be subject to verbal abuse at times from the public.

#### MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent. Must live within twelve (12) miles of the city. Must be able to work independently and have work experience in general maintenance, trade areas.



Must have a valid Driver's License with CDL validation or ability to acquire within three (3) months. The City will complete a review of the final applicant's driving record. Must be highly skilled in heavy equipment operation and maintenance. Work is performed out-of-doors requiring average physical agility, dexterity and endurance.

#### PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows).
Plumbing and Carpentry Skills.
Basic electrical skills, telemetry and cable splicing knowledge.
Experience in Welding.
Basic mechanical skills and diesel and gas equipment repair.
Experience in Road Construction and Repair.
Knowledge of Grounds Maintenance and/or Irrigation Experience.
Supervisory skills and good oral communication capabilities to work with the public

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. Water Distribution Manager I (WDM I) Cross Connection Control Specialist (CCCS) Water Plant Operator I (WTPO I) Wastewater Treatment Plant Operator I (WTPO I) A/C Pipe Certification Flagger Certification First Aid & CPR Certification

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT

Water Plant Operator II (WTPOII)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



# UTILITIES/MAINTENANCE WORKER

POSITION:Utilities/Maintenance WorkerREPORTS TO:Public Works Field SupervisorEFFECTIVE DATE:June 21, 2018FLSA STATUS:Non-Exempt

#### SUMMARY:

This is a field position responsible to the Public Works Field Supervisor and the Public Works Director. The position will work in the City's utility (water and sewer), street, parks, equipment, and general facilities maintenance departments.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Performs the regular and recurring installation, repair and maintenance work in the streets, water supply and distribution, sewer collection or parks division.
- Proficiently operates departmental equipment such as back hoe's, small bulldozers, street sweepers, dump trucks and loaders, power lawnmowers and concrete cutting equipment.
- Repairs water mains, cleans out and installs sewer and water lines, cleans curbs, gutters and repairs park facilities.
- Responds to complaints from the public on utility and infrastructure items, such as water leaks, pressure issues, loss of water, potholes, etc. and evaluates the situation to explain to the supervisor for possible direction on a resolution.
- Reads city water meters on a regular basis.
- Assists in or shuts off utility lines and mains to repair broken sections of water or sewer lines and shut-offs for delinquent utility accounts.
- Operates and maintains the water treatment plant, well and intake stations.
- Prepares and maintains records and performs appropriate tests to meet State requirements.
- Responsible for installation, maintenance and repair of city sewer lines and pumping equipment.
- Weekend testing and emergency back up to the Waste Water Treatment Plant operator.
- Maintenance of city streets will include pothole patching, striping, snow plowing, sign repair, litter control, hot mixing, and control of vegetation along right-of-way.
- Operation of street sweeper and brushcutters.
- Street light repair.
- Culvert replacement, chip seal, painting crosswalks, concrete cutting saw, pouring sidewalks, operating cutting torch, saws, roller, man lift, jumping jack.
- Maintenance of fire hydrants.
- Responsible for the general maintenance and repair of both diesel and gas engines.



• Responsible for the construction and maintenance of city parks, city buildings and other structures.

#### ABILITY TO:

- Follow oral and written directions.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate clearly and concisely both orally and in writing.
- Recognize, prioritize and accomplish needed tasks.
- Perform routine maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as-built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.

#### SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

#### JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water and sewer utilities will require some weekend duties as part of the oncall rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.

This position may be subject to verbal abuse at times from the public.

#### MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent. Must live within twelve (12) miles of the city.



Must be able to work independently.

Must have a Washington Driver's License with commercial validation or the ability to acquire within six (6) months. The City will complete a review of the final applicant's driving record.

#### PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills. Basic Electrical Skills including basic Telemetry and cable splicing knowledge. Carpentry Skills. Experience in Welding. Diesel and Gas equipment repair. Basic Mechanical Skills. Experience in Road Construction and Repair. Knowledge of Grounds Maintenance.

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. Water Distribution Manager I (WDM I) Cross Connection Control Specialist (CCCS) Water Plant Operator I (WTPO I) Wastewater Treatment Plant Operator I (WWTPO I) A/C Pipe Certification Flagger Certification First Aid & CPR Certification

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT

Water Plant Operator II (WTPO II)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

#### I have read and understood the functions, responsibilities and requirements of this position.

Signature



### FACILITIES MAINTENANCE WORKER

POSITION:	Facilities Maintenance Worker
REPORTS TO:	Public Works Field Supervisor
EFFECTIVE DATE:	January 1, 2020
FLSA STATUS:	Non-Exempt

#### SUMMARY:

This is a field position responsible to the Public Works Field Supervisor and the Public Works Director. The position will work in the City's utility (water and sewer), street, parks, equipment, and general facilities maintenance departments.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Performs the regular and recurring maintenance work in the parks department to include mowing, edging, fertilizing and spraying.
- Routinely removes brush and debris from fence lines.
- Proficiently operates departmental equipment such as trucks, pressure washers, lawnmowers, weed eaters and other brush cutting equipment.
- Cleans and maintains curbs, gutters and repairs park facilities.
- Collection and disposal of garbage from City owned waste receptacles.
- May assist City personnel on other projects.

#### ABILITY TO:

- Follow oral and written directions.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate clearly and concisely both orally and in writing.
- Recognize, prioritize and accomplish needed tasks.
- Perform routine maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Work courteously and tactfully with customers and employees.

SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.



#### JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

<u>Climbing ladders; standing for extended periods of time; walking to perform weed control;</u> <u>lifting and carrying heavy objects; pulling hoists; kneeling; crouching; bending; dexterity of</u> <u>hands and fingers to operate hand and power tools.</u>

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

This position may be subject to verbal abuse at times from the public.

#### MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent.

Must be able to work independently.

Must have a Driver's License with commercial validation or the ability to acquire within six (6) months. The City will complete a review of the final applicant's driving record.

PREFERRED QUALIFICATIONS:

Experience in small power equipment operation (lawn mowers, weed eaters, saws, etc). Basic Mechanical Skills.

Knowledge of Grounds Maintenance.

Good oral and written communication skills are necessary to work with the public.

#### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. Flagger Certification First Aid & CPR Certification

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

I have read and understood the functions, responsibilities and requirements of this position.

<u>Signature</u>



### WASTEWATER TREATMENT PLANT OPERATOR I

POSITION:	Wastewater Treatment Plant Operator I
<b>REPORTS TO:</b>	Public Works Field Supervisor
EFFECTIVE DATE:	March 15, 2018
FLSA STATUS:	Non-Exempt

#### SUMMARY:

This is a field position working in the City's wastewater department mostly at the treatment plant. Some time may be spent in other departments when assistance is needed during special projects or emergencies.

#### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Makes sure that all work is performed to safety standards and that no property or person is at risk.
- Perform Operation and Maintenance activities within the general areas of wastewater treatment plant, sewer collection system, sewer lift stations and other public facilities as needed.
- Monitor, test, adjust and maintain the wastewater treatment plant in working order.
- Make periodic rounds to check the general operations of the plant; unplug and clean pumps; remove debris; check operation of pumps.
- Take and record plant operation readings according to prescribed schedules.
- Collect samples for lab analysis; perform lab analysis as required.
- Inspection and data collection from customers for use in the Industrial Permitting process.
- Perform wash down of chambers and clarifiers on a regular schedule.
- Maintain and operate lift stations and wells.
- Maintain daily logs; report unsafe conditions; record plant operating data as required.
- Provide yard maintenance in watering, mowing and weeding grounds.
- Maintain building in clean and sanitary condition; wash floors and walls; perform light maintenance.
- Week end testing and emergency back up to the Waste Water Treatment Plant operator.
- Operates and maintains equipment which may include city trucks, dump trucks, backhoes, jackhammers, mowers, street sweepers, snow plows, compactors, cutting torches and welders. Reports deficiencies for repair to ensure safe and efficient operation.
- Assists with the general maintenance and repair of both diesel and gas engines.



### ABILITY TO:

- Operate and maintain the Wastewater Treatment Plant and assure Plant processes are in compliance with local, State and federal discharge limits and the NPDES Permit.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate technical information clearly and concisely both orally and in writing.
- Maintain accurate log readings and operating information.
- Recognize and respond quickly to operational information.
- Perform plant maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as-built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.

### SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

### JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water and sewer utilities will require some weekend duties as part of the oncall rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.

### MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent. Must live within twelve (12) miles of the city. Must be able to work independently.



Must have a Washington Driver's License with commercial validation or the ability to acquire within six (6) months. The City will complete a review of the final applicant's driving record.

## PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills. Basic Electrical Skills including basic Telemetry and cable splicing knowledge. Carpentry Skills. Experience in Welding. Diesel and Gas equipment repair. Basic Mechanical Skills. Knowledge of Grounds Maintenance.

## POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. First Aid & CPR Certification Flagger Certification Water Plant Operator I (WTPO I) Water Distribution Manager I (WDM I) Wastewater Treatment Plant Operator I (WWTPO I)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

## I have read and understood the functions, responsibilities and requirements of this position.

Signature

Date



## WASTEWATER TREATMENT PLANT OPERATOR II

POSITION:Wastewater Treatment Plant Operator IIREPORTS TO:Public Works Field SupervisorEFFECTIVE DATE:March 15, 2018FLSA STATUS:Non-Exempt

#### SUMMARY:

This is a field position working in the City's wastewater department mostly at the treatment plant with some time spent in an office environment. Some time may be spent in other departments when assistance is needed during special projects or emergencies.

### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Makes sure that all work is performed to safety standards and that no property or person is at risk.
- Perform Operation and Maintenance activities within the general areas of wastewater treatment plant, sewer collection system, sewer lift stations and other public facilities as needed.
- Monitor, test, adjust and maintain the wastewater treatment plant in working order.
- Make periodic rounds to check the general operations of the plant; unplug and clean pumps; remove debris; check operation of pumps.
- Take and record plant operation readings according to prescribed schedules.
- Collect samples for lab analysis; perform lab analysis as required.
- Inspection and data collection from customers for use in the Industrial Permitting process.
- Perform wash down of chambers and clarifiers on a regular schedule.
- Maintain and operate lift stations and wells.
- Maintain daily logs; report unsafe conditions; record plant operating data as required.
- Provide yard maintenance in watering, mowing and weeding grounds.
- Maintain building in clean and sanitary condition; wash floors and walls; perform light maintenance.
- Week end testing and emergency back up to the Waste Water Treatment Plant operator.
- Operates and maintains equipment which may include city trucks, dump trucks, backhoes, jackhammers, mowers, street sweepers, snow plows, compactors, cutting torches and welders. Reports deficiencies for repair to ensure safe and efficient operation.
- Assists with the general maintenance and repair of both diesel and gas engines.



## ABILITY TO:

- Operate and maintain the Wastewater Treatment Plant and assure Plant processes are in compliance with local, State and federal discharge limits and the NPDES Permit.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate technical information clearly and concisely both orally and in writing.
- Maintain accurate log readings and operating information.
- Recognize and respond quickly to operational information.
- Perform plant maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as-built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction or supervision.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.

## SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

## JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water and sewer utilities will require some weekend duties as part of the oncall rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.

## MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent.Must live within twelve (12) miles of the city.Must be able to work independently.Must have a Washington Driver's License with commercial validation or the ability to acquire within six (6) months. The City will complete a review of the final applicant's driving record.



Wastewater Treatment Plant Operator II (WWTPO II) Water Distribution Manager I (WDM I)

### PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills. Basic Electrical Skills including basic Telemetry and cable splicing knowledge. Carpentry Skills. Experience in Welding. Diesel and Gas equipment repair. Basic Mechanical Skills. Knowledge of Grounds Maintenance. Cross Connection Control Specialist Wastewater Treatment Plant Operator III (WWTPO III)

## POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. First Aid & CPR Certification Flagger Certification Water Plant Operator I (WTPO I)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

## I have read and understood the functions, responsibilities and requirements of this position

Signature

Date



## WASTEWATER TREATMENT PLANT OPERATOR III

POSITION:Wastewater Treatment Plant Operator IIIREPORTS TO:Public Works DirectorEFFECTIVE DATE:March 15, 2018FLSA STATUS:Non-Exempt

### SUMMARY:

This is a field position working in the City's wastewater department mostly at the treatment plant with some time spent in an office environment. Some time may be spent in other departments when assistance is needed during special projects or emergencies.

### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Makes sure that all work is performed to safety standards and that no property or person is at risk.
- Perform Operation and Maintenance activities within the general areas of wastewater treatment plant, sewer collection system, sewer lift stations and other public facilities as needed.
- Monitor, test, adjust and maintain the wastewater treatment plant in working order.
- Make periodic rounds to check the general operations of the plant; unplug and clean pumps; remove debris; check operation of pumps.
- Take and record plant operation readings according to prescribed schedules.
- Collect samples for lab analysis; perform lab analysis as required.
- Inspection and data collection from customers for use in the Industrial Permitting process.
- Maintain and operate lift stations and wells.
- Maintain daily logs; report unsafe conditions; record plant operating data as required.
- Identifies and diagnoses operational problems, discusses scope and attributes of problems with staff and management, and recommends alterations, adjustments, and procedural changes to correct problems and maintain system stability.
- Acts as the treatment plant Onsite Operator and coordinates the activities of lower level operations staff; responds to operational incidents, and takes command when appropriate
- Uses a variety of standard testing procedures to determine problems and any adjustments needed in the treatment process.
- Maintain building and grounds in a clean and sanitary condition; wash floors and walls; clear weeds; perform light maintenance.
- Operates and maintains equipment which may include city trucks, dump trucks, backhoes, jackhammers, mowers, street sweepers, snow plows, compactors, cutting



torches and welders. Reports deficiencies for repair to ensure safe and efficient operation.

• Assists with the general maintenance and repair of both diesel and gas engines.

## ABILITY TO:

- Operate and maintain the Wastewater Treatment Plant and assure Plant processes are in compliance with local, State and federal discharge limits and the NPDES Permit.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate technical information clearly and concisely both orally and in writing.
- Maintain accurate log readings and operating information.
- Recognize and respond quickly to operational information.
- Perform plant maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Read utility as-built drawings for water and sewer, use maps, understand basic survey descriptions and work with engineering documents.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction or supervision.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.

## SUPERVISORY RESPONSIBILITIES:

This is a supervisory position directly overseeing city workers and contractors in the Wastewater department. Supervisory responsibilities include providing daily work direction, approval of absences and overtime, making recommendations regarding hiring, and completing performance evaluations.

## JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy object; pulling hoists; kneeling; crouching; bending; dexterity of hands and fingers to operate hand and power tools.

Exposure to chlorine and methane gas, sewage; sewage vapors; working around and with machinery having moving parts; working at heights on ladders and structures.

Operation of the water and sewer utilities will require some weekend duties as part of the oncall rotation shared with the Public Works field crew. Emergencies will require overtime work to repair utilities.



## **MINIMUM QUALIFICATIONS:**

High School graduate or GED equivalent.
Must live within twelve (12) miles of the city.
Must be able to work independently.
Must have a Washington Driver's License with commercial validation or the ability to acquire within six (6) months. The City will complete a review of the final applicant's driving record.
Wastewater Treatment Plant Operator III (WWTPO III)
Water Distribution Manager I (WDM I)

### PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills.

Basic Electrical Skills including basic Telemetry and cable splicing knowledge.

Carpentry Skills.

Experience in Welding.

Diesel and Gas equipment repair.

Basic Mechanical Skills.

Knowledge of Grounds Maintenance.

**Cross Connection Control Specialist** 

Wastewater Treatment Plant Operator IV (WWTPO IV)

### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. First Aid & CPR Certification Flagger Certification Water Plant Operator I (WTPO I)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

## I have read and understood the functions, responsibilities and requirements of this position

Signature

Date



## MINUTE TAKER

POSITION:	Minute Taker
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	June 21, 2018
FLSA STATUS:	Non-Exempt

## SUMMARY:

Attends meetings and records minutes. Prepares final drafts of minutes off-site on applicant's personal computer equipment for the City Council, the Planning Commission and the boards of Adjustment and Appeals.

## ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Attend and take minutes at regular meetings of the City Council and Planning Commission, special meetings as requested, and scheduled meetings of the Board of Adjustment and Board of Appeals and takes minutes of the proceedings.
- Prepare drafts of the minutes and submits those drafts for review by the designated staff member and final adoption by the appropriate elected or appointed board. All drafts are prepared using software compatible with that used by the City.

## ABILITY TO:

- Follow oral and written directions.
- Work independently with little direction.
- Communicate clearly in writing.

### SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

## JOB CONDITIONS:

The position may require long periods of sitting at evening meetings.

### MINIMUM QUALIFICATIONS

High School Graduate or GED equivalent Office experience with a minimum 50 wpm keyboard speed Familiarity with Windows based software Good writing and spelling skills

### PREFERRED QUALIFICATIONS:

Prior experience with boards and/or governing bodies



This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

## I have read and understood the functions, responsibilities and requirements of this position.

Signature

Date



Appendix # A-9

## CITY OF STEVENSON INTERNET/INTRANET, PERSONAL COMPUTER, VOICE MAIL AND E-MAIL USE POLICY

#### Section 1 - Purpose

This policy shall govern access to and use of City of Stevenson equipment, telecommunications, and services for employees of the City. The intent of this policy is to provide employees the tools to perform their job tasks without infringing on the rights of others, whether they are public or employee users of the personal computers, computer network, voice mail and Internet/Intranet communications systems. This includes minimizing the risk of computer virus infections, avoiding bandwidth congestion, adhering to software license agreements, and controlling private use of government equipment. This policy addresses issues such as acceptable conduct and usage procedures by public employees when using equipment provided by the employer or provider of such services.

Network and Internet access is provided to city employees as a research and communication tool to assist in conducting City business. Employees are trusted to use good judgment in use of City owned equipment, services (both duration and frequency of use), information technology or other resources.

#### **Section 2 - Affected Parties**

All City employees including appointed and elected officials, quasi-employees and authorized volunteers who use City equipment, services, and information technology must comply with this policy. All users are expected to use equipment and services in a professional manner.

#### Section 3 - References

The intent of this policy is to address the following Federal and State regulations as they relate to the use of telecommunication equipment and services:

The Electronics Communications Privacy Act (ECPA) RCW 9.73.030 Privacy Act RCW 40.14 Retention, Storage and Destruction of Public Records. RCW 42.17 Open Public Records Act RCW 42.30 Open Meetings Act

#### Section 4 – Definitions

Terms used for the purposes of this policy --

4.1 <u>Discoverable:</u> Knowledge that something such as a letter memo, note or Email or

Knowledge that something such as a letter, memo, note or Email or voice mail, may exist and can be requested to be produced as part of an investigation.

4.2 <u>Downloading.</u>

Copying software programs and/or files from a floppy disk, CD ROM disk, or an INTERNET site or from another outside source, on to a City owned computer.

#### 4.3 <u>Email:</u>

Refer to all Electronic Mail software applications, whether INTERNET, LAN or WAN.

#### 4.4 <u>Employee:</u>

Employee means an elected official, officer, employee, quasi-employee, authorized volunteer of the City, who has been elected or appointed, but does not include an independent contractor.



#### 4.5 <u>INTERNET.</u>

Refers to connectivity with other agencies, networks and/or services.

#### 4.6 <u>Official City Business Purposes:</u>

Those activities performed by an official, employee, or quasi-employee or authorized volunteer of the City, as directed by the City through his/her supervisor in order to accomplish City programs or as required by the duties of his/her position or office.

#### 4.7 <u>Posted:</u>

Refers to World Wide Web (WWW) sites, Email, Voice Mail, news groups or any other network location where information is shared internally or externally.

## 4.8. <u>Public Records:</u> Those documents defined in RCW 42.17.020, including the exemptions listed in RCW 42.17.310 and 42.17.315.

- 4.9 <u>Voice Mail:</u> Recorded telephone messaging system.
- 4.10 <u>WWW.</u> Refers to World Wide Web sites.

#### Section 5 - Policies

#### 5.1 <u>City Business Purposes</u>

Use of City computers, network resources (whether LAN, WAN, Internet or Electronic Mail) and voice mail systems, shall be used for City business purposes only, as is the case with all forms of City equipment and resources, except as provided below.

#### 5.1.1 Personal Use of City Computer Equipment

Personal use of City computer equipment may be allowed under the following conditions:

The use is small scale and only done during the employees break time or before or after normal business hours of the employee's department or as an alternate means of contact with family members for scheduling changes and other needs typically allowed under the telephone policy.

The employee has made a detailed and specific request and received prior approval through their supervisor and Department Head/Elected Official for the specific use.

The use will have no impact on other departments, employees, or the public and will not cause network congestion and/or misuse of system resources.

All provisions of this policy regarding inappropriate message content (Section 5.3.4 & 5.4.4), solicitations (Section 5.5), advertising (Section 5.6), campaigning (Section 5.7), public records, and other applicable policies will govern the personal use of City equipment by an employee. Employee shall abide by all policies of appropriate behavior and usage discussed in this policy.

Expenses that would be charged to any member of the public which are incurred due to the use, will be paid to the City. These my include:

<u>Photocopy Machines</u> - same rate charged to the public. <u>Computers</u> - Reimburse the City for any supplies used (i.e. diskettes, paper for printing) at the rate the department would charge to the public.

<u>Facsimiles Machine</u> - Reimburse for pages sent at same rate charged to public. Employees MAY NOT use FAX machines to send messages to a long distance telephone number unless the call is



charged to the employee's telephone credit card. Reimburse for pages received to cover cost of supplies.

#### 5.2 Computer Viruses

When there is a clear business reason for downloading software and/or files from outside sources, the appropriate anti-virus detection program(s) will be used to prevent infection. Use of the Internet risks exposure to viruses that can cause serious problems if downloaded from the Internet.

#### 5.3 Electronic Mail (Email)

#### 5.3.1 Disclosure

Electronic Mail (Email is NOT private and may be subject to the Public Disclosure Act, RCW 42.17).

All Email messages, (whether created or received) may be considered "public records" pursuant to the Public Disclosure Act, "if they relate to the conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine most "public records." If Email is used, the user is responsible to comply with the Public Disclosure Act.

Email shall not be used to send confidential information. Email is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

5.3.2 Requests for Copies of Electronic Mail (Email) Information Request for Email messages, calendars, or records will be treated like any other "public record" in the possession of the City. Email contents may be subject to subpoena in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting Email messages from a computer does not guarantee it has been erased from the system. Employees should use good judgment when creating Email and always assume that it is discoverable. The City reserves the right to retrieve and/or review Email messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

#### 5.3.3 Retention of Electronic Mail (Email)

Each user is responsible to maintain "public records" as required by law. Messages that may be needed beyond 30 days or that are considered "public records", shall be copied or moved to another storage location. Email messages that contain information that could be considered "public records" under RCW Chapter 42.17, must be printed and included in the subject file, or be retained as word processing documents, by the employee controlling the message.

#### 5.3.4 Inappropriate Electronic Mail (Email) Message Content

City network users will refrain from the posting of any materials, which violate federal or State laws and/or City Personnel Policies and/or resolutions. All issues raised in the city's Personnel Policy are applicable. These shall include, but are not limited to, those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from any posting or transmittal of materials containing obscene, pornographic or profane materials of any kind, including jokes, cartoons, photographs or any other text based or digitized images. Generally, the same policies of appropriate behavior apply in network usage, as apply in the workplace.

#### 5.4 Voice Mail (If Applicable)

#### 5.4.1 Disclosure

Voice Mail messages are NOT private. All voice mail messages, (whether created or received) may be considered to be "public records" pursuant to the Public Disclosure Act, RCW 42.17, "if they relate to the



conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine "public records." If Voice Mail is used, the user is responsible to comply with the Public Disclosure Act.

Voice mail shall not be used to send confidential information. Voice mail is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

#### 5.4.2 Requests for Copies of Voice Mail Information

Request for voice mail messages or records will be treated like any other "public record" in the possession of the City. Voice mail contents may be subject to subpoen in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting voice mail messages from the telephone system does not guarantee it has been erased. Employees should use good judgment when creating voice mail messages and always assume that it is discoverable. The City reserves the right to retrieve and/or review voice mail messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

#### 5.4.3 Retention of Voice Mail Messages

Each user is responsible to maintain "public records" as required by law. Any messages that may be needed shall be copied or moved to another storage location. Voice mail messages that contain information that could be considered "public records" under RCW Chapter 42.17, shall be saved to a computer disk and retained as a word processing document.

#### 5.4.4 Inappropriate Voice Mail Message Content

City voice mail users will refrain from leaving messages which violate federal or State laws and/or City Personnel Policies and/or resolutions. These shall include but not be limited to those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from leaving any message containing obscene, pornographic or profane information of any kind including jokes. Generally, the same policies of appropriate behavior apply in voice mail usage, as apply in the workplace.

#### 5.5 Solicitations

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email, or Voice Mail which constitutes a solicitation of any type (i.e. religious, political, personal gain, or in support of illegal activities.)

#### 5.6 Advertising

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email or Voice Mail, which may enter the realm of commercial advertising. When government supplies legislative or other public interest information on the Internet, there is little danger of advertising liability arising from the posting.

#### 5.7 Campaigning

Employees must make certain that information provided about elected officials does not cross the line into campaign advertising. LAN, WAN, Internet and telephone system access are established with taxpayer money and there is a risk of violation of laws when elected officials become the centerpiece of information.

#### 5.8 Personal Security



Employees should keep personal log-ons and passwords confidential and change passwords on a regular basis as needed. Failure to adhere to this policy jeopardizes network security and puts users at risk of potential misuse of the system by other individuals. Network users may be held responsible for all actions taken using their personal network access permissions.

#### 5.9 Limitations on Entry into the City Computer Network

#### 5.9.1 Access to Internet and/or Email Services

Access to Internet and/or Email Services will be coordinated through the City Administrator. This includes the use of independent dial-up Internet Service Providers (ISP's) and dial-up Email services.

#### 5.9.2 Access to Information on the City's Computer Network

Access to information contained on the City's computer network shall be based on a need to know and a determination from the appropriate department head.

#### 5.9.3 Access to Information on Personal Computer Hard Drives

Information stored on the hard drive of a computer may contain discloseable information, it may contain exempt information, it may contain NON-GOVERNMENTAL information, and it may also contain personal information of the person who is assigned the computer for his or her use (similar to the contents of a desk drawer). Therefore, access to or operation of City computers by persons who are not employees, quasi-employees, authorized volunteers or contractors of the City should not be permitted due to the inability to segregate the information.

#### 5.9.4 Data Sharing By and Between Employees

In general City employees may have access into such network-stored data in various departments and servers as are relevant to their jobs. If granted, such access should be coupled with an admonition that the material obtained might be exempt from public inspection and caution should be exercised in order to not violate the rights of privacy of private citizens or create a liability for the disclosure of exempt information and a violation of privacy.

#### 5.9.5 Access Levels

Levels of access by executive and management employees should be determined by employment status and the need to know.

All users must submit a completed Internet Usage Agreement to their department head who will assign access levels.

#### 5.10 World Wide Web

#### 5.10.1 Internet Access

Permission for employees to access the World Wide Web (WWW) resources will be dependent on approval from elected officials or department heads.

#### 5.10.1.1 Internet Access Audit Logs

The Department Head may revoke permission to access specific sites. Access times may be restricted due to bandwidth congestion and/or misuse of system resources.

#### 5.10.2 News Groups

When posting to news groups, City employees will use a disclaimer, such as - "these opinions are mine and not necessarily those of the City". Users shall abide by all other policies of appropriate behavior and usage discussed in this policy.

#### 5.11 Copyrights, Trademarks, Patents and Authorship

#### 5.11.1 Conservative and Cautious Approach to Copyrights, etc.



City employees should take a conservative and cautious approach when dealing with materials that may be copyrighted. In general, if an employee is not sure if materials are copyrighted, they should not be used without permission in writing from the author.

The City will comply with Federal software licensing and copyright law.

Copies are to be made with the copyright holder's permission.

Unauthorized copying of software will be cause for disciplinary action. The City will not defend employees for willful misuse of copyrighted software.

Employee owned software must be accompanied by a valid license as evidence of ownership.

#### 5.11.2 Trademarks, Patents and Authorship

Trademark violations can occur when governments publish materials online, and knowingly or unknowingly attach to a publication, or omit from the publication, a registered trademark. Employees publishing materials online will respect trademarks and obtain the appropriate authorizations before publishing the materials.

#### 5.12 Public Meetings Regulations Open

RCW 42.30 addresses regulations concerning public and private meetings. Email or voice mail initiated by a Council person and directed to any other Council person, relating to the conduct of City government, is subject to the Open Public Meetings Act. The City should therefore be cautious in the use of Email and voice mail communication in order to not violate these regulations.

#### 5.13 Public Disclosure of Electronic Data and Voice Mail, RCW 42.17

#### 5.13.1 Email (electronic communication from one computer to another or to others) and Voice Mail

Each person and department using Email or voice mail should be familiar with the Public Disclosure Act and the definition of "public records."

When information is initiated by a City employee it is NOT SUBJECT TO DISCLOSURE if

- (i) it is of a private nature (non-governmental); or
- (ii) it is within the exemptions from public inspection.

Otherwise, it is subject to public inspection at reasonable times, but not by computer operation by other than City employees or contractors. Preferably, disclosure should be provided by printed document; if by diskette or visual examination of screen, care must be exercised to delete exempt data from disclosure.

#### 5.13.2 Other Data

The same rules of disclosure apply to Email and voice mail as to written or printed information. The public's right to inspect and copy remains the same. Because of financial restraints and to protect public records from destruction, requesters of public records should not have access to electronic information. Instead, a City representative should print out a hard copy of the requested information. The public should not be permitted to operate City computers for three reasons:

- 1) Data could be inadvertently erased or destroyed;
- 2) Certain excepted or exempt documents, including personal or confidential material, could inadvertently be disclosed; and



3) Limited resources do not allow us to provide the equipment necessary to permit citizens' access to this information.

#### Section 6 - Procedures:

#### 6.1 Enforcement of This Policy (Right to Administer or Revoke Use).

Failure of City employees to adhere to this policy may result in restriction or revocation of access and/or disciplinary action. The City Administrator, Mayor or their designee may access data under an employee's control without the consent of the individual employee when necessary for normal business functions or when the Administrator becomes aware of possible inappropriate Internet use.

The Administrator will investigate the site(s) and/or system(s) and call upon the user to determine how the site is business related. If the Administrator concludes that the site is inappropriate the offense will be logged in the individual's file and a memo forwarded to the employee detailing the offense and potential consequences.

#### 6.1.1 Access Limitation or Revocation

With concurrence of the Mayor, City Administrator or Department Head, employees who are found to have violated this Policy may be subject to the following:

- 1) Internet and Email access may be revoked.
- 2) Access times may be restricted.
- 3) Disciplinary action.

#### 6.1.2 Disciplinary Action

Substantial or repeated abuse of the provisions outlined in this policy may be deemed sufficient justification for immediate discharge.

#### Section 7 - Responsibilities:

#### 7.1 Compliance with City Policies

All Department Supervisors, Department Heads and Elected Officials are responsible for ensuring compliance with federal laws and regulations, RCW'S, WAC'S, City Ordinances, resolutions and policies. Employees (excluding Elected Officials) may be disciplined in accordance to the City Personnel Policy and/or applicable union contract for failure to follow this Policy.



## Internet Policy Waiver Form & Authorization to Use

I, \_

have read and understand the City Computer Network, Internet, Intranet, E-mail and Voice Mail Use Policy.

I understand and agree to follow this policy which includes:

Network resources, whether LAN, WAN, Internet, Electronic Mail or Voice Mail systems should be used for official City business purposes only, as is the case with all forms City of equipment and resources. Personal use of the City equipment discussed in this policy is allowed only as described in Section 5. 1. 1.

Electronic Mail (Email) from an internal system and/or the Internet, is <u>NOT</u> private. All Email messages, (whether created or received) may be considered to be public records pursuant to the Public Disclosure Act, RCW Ch. 42.17, and the public has a right to examine most public records.

The City will maintain and monitor Internet access. Permission to access Internet or specific Internet sites may be revoked by a department head and at times internet access may be restricted due to bandwidth congestion and/or misuse of system resources.

I have read and understand this policy and will abide by its provisions.

Signed:

Date:



Appendix # A-10

## CITY OF STEVENSON AUTHORIZING THE USE OF CREDIT CARDS

## 1) Retail Gasoline Credit Cards

- A. Credit cards may be used for the purchase of gasoline and other minor automotive supplies for City vehicles. Cash advances, purchases of food or other non-automotive related items are not authorized.
- B. No single transaction will exceed \$500.00 unless authorized by the Mayor or City Administrator.
- C. The City Administrator shall be responsible for establishing all credit arrangements and agreements with applicable vendors and managing the use of credit cards by City employees and elected or appointed officials.
  - I. Except when being used by an employee, elected or appointed official to make an authorized transaction, credit cards shall remain in the possession of the City Administrator or his/her designee.
  - II. Any department head, elected or appointed official, or other authorized employee requesting to use a credit card shall make a request to the City Administrator and shall sign for receipt and return of the card. A copy of the receipt for all purchases shall be submitted to the City Administrator when the card is returned.
    - (i) An employee whose job responsibilities would be facilitated by the use of a credit card will be assigned a gas credit card to be used in the day to day operations of the Public Works Department.
- III. The vendor which carries the account shall be required to submit a bill for the credit card to the City monthly. All charges will be reviewed by the accountable Department Head before being routed to the Accounts Payable Department.
- IV. The City Administrator may disallow the use of any City credit card by a City employee or official for a violation or misuse of this policy.

## 1 All Other Credit Cards

- A. The City of Stevenson shall contract with an appropriate banking facility for one VISA credit card account with a limit of \$5,000.00. The City may establish credit arrangements with other vendors from time to time. The City Administrator shall set individual credit limits on each account as they are established, not to exceed \$5,000.00 per account.
- B. Credit cards may be used by City employees, and by the elected or appointed officials, for advance payment of expenses associated with authorized travel such as registration and tuition fees, lodging expenses and transportation expenses,



Credit cards may also be used for official government purchases and acquisitions, including supplies, small tools and equipment, capital equipment approved by budget or authorization of the Council, unless the law requires the City to purchase such equipment by bid process.

- C. Credit cards shall not be used for cash advances. If requested, funds for City business travel may be provided to employees and elected or appointed officials from the Travel Advance Account.
- D. The City Administrator shall be responsible for managing the use of credit cards by City employees and city officials
  - I. Except when being used by an employee or elected or appointed official to make an authorized transaction, credit cards shall remain in the possession of the City administrator or designee.
  - II. Any department head, elected or appointed official, or other authorized employee requesting to use a City VISA or other credit card shall make a request to the City Administrator and shall sign for receipt and return of the card.
  - III. The financial institute or vendor that carries the account shall be required to submit a bill for use of credit cards to the City monthly. All charges will be reviewed by the accountable Department Head before being routed to the Accounts Payable Department.
  - IV. Elected or appointed officials and employees of the City of Stevenson who use the credit cards are required to comply in all respects with the provisions of RCW 42.24.115 regarding the submission of a fully itemized travel expense voucher and a repayment of disallowed charges.
  - V. The City Administrator may disallow the use of any City credit card by a City employee or official for violation of this policy.



## Appendix # A-11

## Reasonable Suspicion Documentation Form

Location:	
am/pm End Time:	am/pm
BEHAVIOR Normal Poor balance Stumbling Swaying Staggering Unusual gait Using arms for balance Grabbing for support Flailing	PERSONAL Normal Moody/mood swings Depressed Overly excitable Loss of inhibitions Risk taking Unwarranted confidence
PERFORMANCE INDICATORSNormalPoor manual dexterityWork errorsExcessive time off taskAbsent from work stationInability to follow directionsInattentiveCustomer complaintsCo-worker complaints	PHYSICAL Normal Complaints of dizziness Flu-like symptoms Chills Low energy Bursts of high/low energy
BODY ODORS Normal Odor of alcohol on breath Body odor of alcohol Smell of marijuana on breath or clothes Excessive perspiration Frequent use of mouthwash breath mints or spray	AWARENESS Disoriented Sleepy Stupor Suspicious Blaming Paranoia
	am/pm       End Time:         BEHAVIOR

drug and/or alcohol testing.

Supervisor Signature

Date

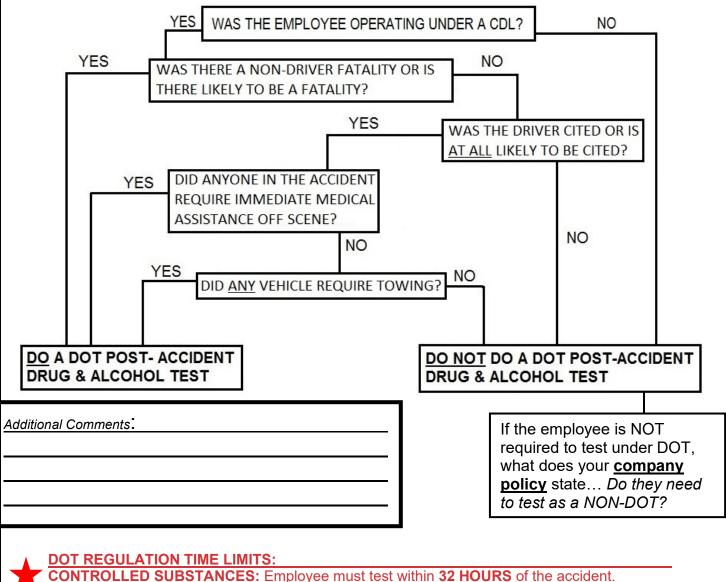


Appendix # A-12

## Post-Accident Checklist

Employee Name: Date/Time Accident Occurred: Documenting Personnel:

## Is the employee required to test under DOT? → Circle YES or NO and follow the chart...



**CONTROLLED SUBSTANCES:** Employee must test within 32 HOURS of the acci ALCOHOL: Employee must test within 8 HOURS of the accident.

(If the alcohol test is not administered within the first 2 hours, document why.)



Appendix # A-13

## Consent for Limited Queries of the FMCSA Drug and Alcohol Clearinghouse

I, \_\_\_\_\_\_, hereby provide consent to the City of Stevenson, Employee Name hereinafter referred to as the Company and QCL, Inc. as the C/TPA, to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I consent to multiple limited queries, to be conducted for the duration of my employment with the Company; and understand that the number of limited queries is unlimited.

<u>I understand that if the limited query conducted by the Company indicates that drug or alcohol</u> <u>violation information about me exists in the Clearinghouse, FMCSA will not disclose that</u> <u>information to the Company without first obtaining additional specific consent from me. The</u> <u>company will obtain the driver's electronic consent in the Clearinghouse prior to the release of</u> detailed violation information when a full query is warranted.

I further understand that if I refuse to provide consent for the Company to conduct a limited guery of the Clearinghouse, the Company must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Employee Signature

Date



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: City CouncilFrom: Leana Kinley, City AdministratorRE: Pool Metropolitan Parks DistrictMeeting Date: February 20, 2020

#### Executive Summary:

The City adopted Resolution 2019-347 in November to allow the voters in the City of Stevenson and the Stevenson Urban Growth Area to decide on creating a Metropolitan Park District for the pool. While the boundaries of the Urban Growth Area (UGA) are defined, the use of those boundaries for taxation and voting purposes is challenging as it splits lot lines. A revised proposal is described below.

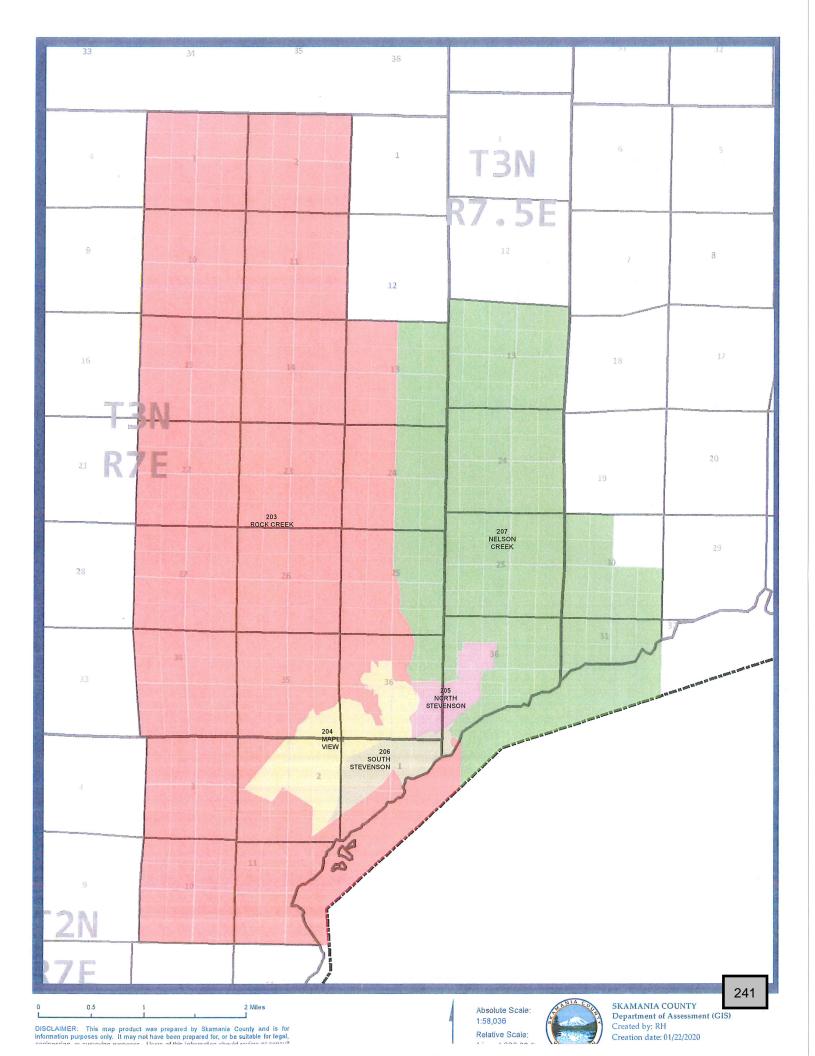
### **Overview of Items:**

Consensus by Council in December was that the pool is a community asset and the residents in the community, including those that live outside city limits, should share the cost of the pool. The boundaries of the UGA were settled upon; however, they are not useful for implementation as a taxing district. The revised proposal uses the five voting precincts of Rock Creek, Nelson Creek, Maple View, South Stevenson and North Stevenson instead of the UGA. The size is similar to the UGA and does not split taxable lots.

The levy rate of .50/\$1,000 of assessed value is not changing. The property valuation will be provided before the meeting for confirmation of the estimated taxes from this revised area. If passed, the taxes would be collected in 2022.

#### **Action Needed:**

Approve a resolution for the ballot measure to present to voters.



## CITY OF STEVENSON, WASHINGTON RESOLUTION 2020 – 356

## A RESOLUTION AUTHORIZING A BALLOT PROPOSITION FOR CREATION OF A METROPOLITAN PARK DISTRICT

**WHEREAS** the City acknowledges the need for recreational, health and educational benefits for residents of Skamania County; and

**WHEREAS** Skamania County and the Stevenson Carson School District have had a long-term partnership in building, operating and maintaining the Steven Carson School District's Pool in Stevenson; and

**WHEREAS** the reduction in funding from the Federal Government from management of the national forest and/or secure rural schools has resulted in budget cuts to both School and County whereby funding the pool is no longer feasible for either the school or the County; and

**WHEREAS** the pool is a valuable resource primarily for the residents of Stevenson and surrounding community, and there is considerable interest in ensuring that this resource is financed and not dependent on the inconsistent and variable budgets of the School district or the county; and

**WHEREAS** RCW 35.61 provides a method by which a community may fund local recreational facilities including parks, pools, community centers, etc., by creating a district specifically dedicated to that purpose; and

**WHEREAS** RCW 35.61.020 allows the City or County proposing such a district to limit the purpose of that district and also to limit the taxing power of that district so that the district cannot expand beyond the limited purpose it was created for, nor raise taxes beyond the maximum rate proposed by the city and/or county without a vote of the people; and

**WHEREAS** the County and City are aware of many concerns from community members that creating such a metropolitan park district will create an entity that would have the power to expand its purpose beyond the maintenance, improvement, and operation of the current pool owned by the Stevenson Carson School District, and also expand its taxing authority beyond the limits proposed for the district without a vote of the people of the district; and

**WHEREAS** the City of Stevenson wants to address these concerns by explicitly limiting both the purpose of any proposed Metropolitan Park District and its taxing power and any effort to expand the purpose of the district through eminent domain; and

**WHEREAS** part of that limitation will be accomplished by carefully naming the district to align with those limitations; and

WHEREAS another important consideration in creating such a district is its boundaries; and

WHEREAS any proposal will need to be reviewed and approved by the Boundary Review Board; and

**WHEREAS** the City of Stevenson believes that articulating the reasons for the proposed boundaries of the district will help the Boundary Review Board, proponents and opponents of the district, alike, to articulate reasons for or against the proposal so the residents of the proposed district and the Boundary Review Board can make informed and thoughtful decisions about whether the district should be created; and

**WHEREAS**, the City of Stevenson proposes that any discussion of the boundaries of the district ought to start with the boundaries of the City of Stevenson and its Urban Growth Area; some consideration regarding the relative benefits of a local pool district should consider the communities relative distance from the pool and the likelihood that those communities will benefit from the continued existence of the pool, either through use of the pool itself or through general improved economic vitality and viability because of the continued operation of the pool; and

**WHEREAS** the act of drawing boundaries for any district, city, etc. can be controversial and will be subject to some debate; and

**WHEREAS** there are specific considerations that the Boundary Review Board is asked to take into account when reviewing such boundaries; and

WHEREAS the County has considered those considerations listed in RCW 36.93.170 and .180; and

**WHEREAS** such a smaller district will be reviewed by the Boundary Review Board and ultimately decided by a vote of the residents of this proposed district: those residing within the City of Stevenson and the Stevenson Urban Growth Area, more specifically the five voting precincts of Rock Creek, Nelson Creek, Maple View, North Stevenson and South Stevenson; and

WHEREAS such a district will best be described as the Stevenson Community Pool District; and

**WHEREAS** the commissioners of the district will be elected by the registered voters of that district as described in RCW 35.61.050(4).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Stevenson hereby authorizes a ballot proposition for creation of a Metropolitan Park District, to be known as the Stevenson Community Pool District, following the boundaries of the five voting precincts of Rock Creek, Nelson Creek, Maple View, North Stevenson and South Stevenson, with the limited purpose of operating, maintaining, and improving what is currently known as the Stevenson Community Pool with the limited power to tax up to, but not exceeding \$0.50/\$1000 of assessed value unless approved by voters, and with the further limitation that no exercise of eminent domain that would expand the current footprint of the pool shall be permitted by the district without the specific approval of any private citizen whose property would be taken by such an act or the specific approval of the Stevenson Carson School District, subject to any review and approval of these boundaries by the Boundary Review Board, be submitted to the voters of the area proposed to be included.

**PASSED** by the Council of the City of Stevenson this 20<sup>th</sup> day of February, 2020.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Kinley, City Clerk

Kenneth B Woodrich, PC City Attorney

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and STEVENSON-CARSON SCHOOL DISTRICT

## FOR SUPPORT OF THE COMMUNITY POOL

THIS AGREEMENT dated January 16, 2020, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to reopen the community pool.

WHEREAS, Washington Statute RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies any enter agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of RCW 38.52 and RCW 39.34; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening the community pool (owned by the School District); and

WHEREAS, the City has budgeted \$40,000 in the 2020 General Fund expenditure budget for support of the community pool, NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.030 shall act in consideration of the terms and conditions set forth below:

- 1. <u>Performance</u>. School District will oversee and manage efforts to reopen and operate the community pool (owned by the School District) including but not limited to:
  - a. Fundraising and Partnerships: School District will continue request pool support funding from other local governmental agencies that may include: Skamania County, the Port of Skamania County, the Skamania County Economic Development Council, and City of North Bonneville.
  - b. Financial projections and budget preparation: Ongoing analysis of revenue and expenditure projections and budgets for successful financial operation of the Stevenson Community Pool.
  - c. Scheduling Maintain a pool operating schedule taking into account the various school and community groups that will want use of the pool.
  - d. Pricing Maintain pricing schedules including rates for children, senior citizens, and families.
  - e. Develop staffing schedules.

- f. Hire and train staff for pool operations and maintain the pool in operational and open status in accordance to the analysis of the revenue and expenditure reports and projections.
- 2. <u>Completion</u>. School District will provide the services to be performed under this agreement on or before December 31, 2020.
- 3. Payment.
  - a. The City will reimburse the School District up to \$40,000 for pool maintenance and operation under this agreement subject to the terms and conditions specified herein.
  - b. Final invoice for this agreement must be received by the City on or before January 14, 2021. Invoices received after this date will not be paid.
- 4. <u>Default</u>. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
- 5. <u>Termination</u>. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
- 6. <u>Financial Records</u>. School District shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
- 7. <u>Status of School District</u>. It is hereby understood, agreed and declared that School District is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
- 8. <u>Insurance and Liability</u>. School District shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

School District further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by School District employees, agents, contractors, subcontractors or other representatives.

- 9. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 10. <u>Completeness of Agreement and Modification</u>. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other

understandings, representations, or agreements, written or oral, not incorporated herein.

- 11. <u>Equal Opportunity and Compliance with Laws</u>. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 12. <u>Governing Law and Venue</u>. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
- 13. <u>Costs and Attorney Fees</u>. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
- 14. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District in a valid Agreement on the terms herein.
- 15. <u>Interlocal Cooperation Act Statement</u>. This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
  - a. Duration. The term of this agreement is January 1, 2020 to December 31, 2020.
  - b. Organization. No new entity will be created to administer this agreement.
  - c. Purpose. The purpose is to support efforts by the School District to reopen and operate the community pool.
  - d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
  - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 5, above.
  - f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
  - g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
  - h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

**IN WITNESS WHEREOF**, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this agreement as of the date first set forth above.

### STEVENSON-CARSON SCHOOL DISTRICT:

Karen Douglass, Superintendent

**CITY OF STEVENSON:** 

Scott Anderson, Mayor

ATTEST:

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC City Attorney



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: City Council
From: Leana Kinley, City Administrator
RE: Department of Enterprise Services, Energy Program Contract
Meeting Date: February 20, 2020

#### Executive Summary:

In 2018 the city underwent an Energy Audit to determine if there were opportunities for upgrades to improve efficiencies and reduce costs. Two projects were identified: 1) lighting upgrades at City Hall and 2) water meter replacement to radio read meters. The city was awarded a grant under the Washington State Energy Efficiency and Solar Program on May 31, 2019. The total project cost is \$649,666, with \$314,633, or 49% of the project cost, being funded by the Department of Commerce and the remaining \$335,033 being funded by the city through a loan.

#### **Overview of Items:**

The current method of reading meters takes all public works staff four days once every other month. Office staff then hand-enter the information from over 700 meters in that time period. Radio read meters would allow the city to read the meters once a month-reducing the impact of leaks on customers and the city. It would also cut the time down from days to hours. In the attached Energy Services Proposal (p. 38), the city is projected to see a return on investment of \$47,433 in the first year.

The City does not currently have the grant contract with Commerce, it is still in process. There are questions out to the agency to confirm the risk associated with contracting ahead of the grant contract, mainly what costs would be allowable prior to the contract. I hope to have an update by the council meeting.

Loan financing is in process and timed to align with the grant contract.

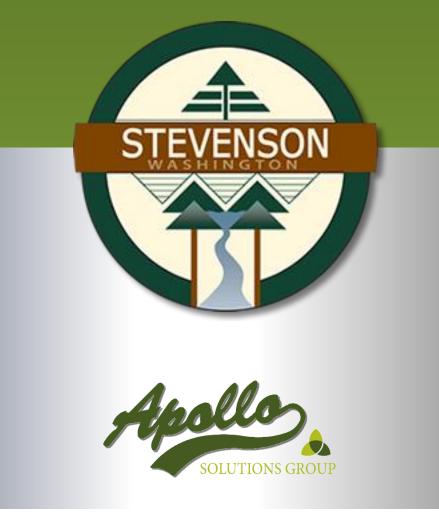
If council decides not to move forward with the project altogether, the city would owe \$63,094 for costs already incurred.

#### **Action Needed:**

Approve the funding authorization letter in the amount of \$600,272 and the interagency agreement amendment.

# ENERGY SERVICES PROPOSAL Energy Services Authorization No: 2018-784 A (1)

City of Stevenson Water Meter Replacement & Lighting Upgrades at the City Hall and Water Treatment Facility





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# **SECTION 1: EXECUTIVE SUMMARY**

This Energy Services Proposal (ESP) documents the findings and proposed improvements identified through an Investment Grade Audit (IGA) performed by Apollo Solutions Group (ASG) as part of the Energy Savings Performance Contract (ESPC) process for the City of Stevenson in Stevenson, WA. The outcome of implementing the proposed facility improvement measures (FIMs) includes:

- The total project cost is \$649,666
- The total Guaranteed Maximum Construction and ESCO FEE cost is \$570,212
- The total Non-Guaranteed Costs, including WA State taxes and DES Fees, is \$79,454
- Utilization of Department Commerce Energy Grant of \$314, 633
- Efficiency upgrades of the following systems include:
  - City wide water meter replacements including Automatic Reader Meter reader technology.
  - o LED lighting upgrades at the City Hall and Water Treatment Plant
- Standardization and improved reliability of systems.
- Total annual cost savings of \$72,714 for water meter replacements to include projected revenue enhancement of \$45,934 and O&M savings of \$26,780
- Energy cost savings of \$1,038 for LED lighting upgrades
- Improved meter accuracy guarantee no less than 4.18% for a water savings of 292,760 cubic feet per year

ASG has worked with the City of Stevenson's staff, with review and approval from the Washington Department of Enterprise Services ESPC Program, to develop this proposal for implementing the FIMs. The City of Stevenson staff and ASG team collaborated for 8 months in the development of these proposed improvements.

This water retrofit project meets the cost effectiveness criteria of the City of Stevenson.

The implementation phase of the project will begin in the second quarter of 2020 and conclude in the fourth quarter of 2020. ASG proposes to guarantee the meter accuracy resulting in enhanced revenue for the city for a period of three years. The cost of measurement and verification for the first year is included in the price of the project. However, the performance guarantee is only valid when M&V services are provided by ASG. The scope and annual cost of M&V services is presented in Section 4 of this proposal.

This Energy Services Proposal (ESP) documents the findings and proposed improvements identified through an Investment Grade Audit (IGA) performed by Apollo Solutions Group (ASG) as part of the Energy Savings Performance Contract (ESPC) process for the City of Stevenson in Stevenson, WA. The outcome of the Energy Services Proposal will be to implement the proposed facility improvement measures (FIMs).

## ACKNOWLEDGEMENTS

Apollo Solutions Group would like to thank the City of Stevenson for their cooperation in providing data, access, and assistance in the development of this Energy Services Proposal. Mayor Scott



Anderson, Public Works Director Eric Hansen, City Administrator Leana Johnson, and DES Energy Engineer Lisa Steel

### PROJECT FINANCES & GUARANTEE

The total cost to implement the FIMs is a guaranteed maximum construction cost itemized in detail in Table 1-1. This price includes the Department of Enterprise Services' project management fee, and Washington State Sales Tax. The proposed improvements will be funded by third party financing negotiated by The City of Stevenson. Financial details are provided in Section 6 of this ESP.

Table 1-1				
OPEN BOOK PROJECT COST SUMMARY				
City of Stevenson				
	TOTAL			
CONSTRUCTION COSTS				
Direct Subcontracted Costs	\$346,304			
ASG On-Site Services (Supervision, etc.)	\$27,387			
Misc. Direct Costs	\$0			
SUB-TOTAL CONSTRUCTION COSTS	\$373,691			
Performance Bond	\$5,381			
TOTAL DIRECT CONSTRUCTION COSTS	\$379,072			
ESCO FEES				
Audit Fee	\$49,394			
Design Engineering	\$34,630			
Construction and Project Administration	\$20,778			
Overhead	\$34,630			
Profit	\$27,704			
TOTAL ESCO FEES	\$167,136			
OTHER COSTS				
Project Contingency	\$12,372			
Construction Interest	\$0			
ASG Year 1 M&V	\$3,763			
ASG Year 2 M&V	\$3,876			
ASG Year 3 M&V	\$3,993			
TOTAL OTHER COSTS	\$24,004			
<b>TOTAL GUARANTEED CONSTRUCTION &amp; ESCO COSTS</b>	\$570,212			
NON-GUARANTEED COSTS				
Misc. Costs:	\$0			
Tax - Construction and Professional Svcs	\$42,954			
Washington DES Project Mgmt Fee	\$36,500			
TOTAL NON-GUARANTEED COSTS	\$79,454			
TOTAL MAXIMUM PROJECT COST	\$649,666			



The Total Guaranteed Construction & ESCO Costs are guaranteed to the City of Stevenson. Any cost overruns beyond this price will be borne by ASG. Barring unforeseen changes in conditions or the City of Stevenson-requested changes to scope, there will be no changes in price (change orders) to the City. Construction costs will be documented throughout the project in a transparent, open book pricing methodology.

The cash flow presented in Table 1-2 illustrates the favorable economics of this project. The project will be self-funding and retire the debt from the third-party financing in year 15. A more detailed cash flow is presented in Section 6 of this proposal that shows how different financial components come together to form the cash flow presented in Table 1-2.

EXECUTIVE CASH FLOW SUMMARY					
PROJECT YEAR	ANNUAL BENEFITS ANNUAL COSTS		ANNUAL CASH FLOW	ACCUMULATED CASH FLOW	
0	\$0	\$0	\$0	\$0	
1	\$73,752	\$26,319	\$47,433	\$47,433	
2	\$75,965	\$30,195	\$45,770	\$93,203	
3	\$78,244	\$30,311	\$47,932	\$141,135	
4	\$80,591	\$26,319	\$54,272	\$195,407	
5	\$83,009	\$26,319	\$56,690	\$252,097	
6	\$85,499	\$26,319	\$59,180	\$311,277	
7	\$88,064	\$26,319	\$61,745	\$373,023	
8	\$90,706	\$26,319	\$64,387	\$437,410	
9	\$93,427	\$26,319	\$67,108	\$504,518	
10	\$96,230	\$26,319	\$69,911	\$574,429	
11	\$99,117	\$26,319	\$72,798	\$647,227	
12	\$102,090	\$26,319	\$75,771	\$722,998	
13	\$105,153	\$26,319	\$78,834	\$801,832	
14	\$108,307	\$26,319	\$81,989	\$883,821	
15	\$111,557	\$26,319	\$85,238	\$969,059	
16	\$114,903	\$0	\$114,903	\$1,083,962	
17	\$118,350	\$0	\$118,350	\$1,202,313	
18	\$121,901	\$0	\$121,901	\$1,324,214	
19	\$125,558	\$0	\$125,558	\$1,449,772	
20	\$129,325	\$0	\$129,325	\$1,579,096	
Total	\$1,981,746	\$402,649	\$1,579,096		

Table 1-2

3



# **SECTION 2: FACILITY DATA**

The facility data documented in this section of the report was obtained through the site evaluation process. The key task of the Investment Grade Audit, which is a name given to a project phase composed of many tasks, is the site evaluation. This is commonly referred to as the energy audit; although the definition of an energy audit includes many tasks that are not performed on-site. It is a task upon which all other tasks rely - the scope, savings, and construction costs cannot be known without a thorough understanding of the site. ASHRAE writes in its HVAC Applications Handbook:

Energy audits may include the following:

- 1. Collect and analyze historical energy use and billed water use
- 2. Study the building, street lighting, and water billing systems, and their operational characteristics
- 3. Identify potential modifications to reduce energy use and/or cost
- 4. Identify potential modifications to improve the water billing system
- 5. Perform an engineering and economic analysis of potential modifications
- 6. Prepare a rank-ordered list
- 7. Report results

The work performed by ASG as part of the IGA corresponds to an ASHRAE Level II/III audit; which are defined as:

Level II: ...a more detailed building survey and energy analysis, including a breakdown of energy use in the building, a savings and cost analysis of all practical measures that meet the owner's constraints, and a discussion of any effect on operation and maintenance procedures. It also lists potential capital-intensive improvements...

Level III: This focuses on potential capital-intensive projects identified during Level II and involves more detailed field data gathering and engineering analysis. It provides detailed project cost and savings information with a level of confidence high enough for major capital decisions.

ASHRAE also notes that the levels of energy audits do not have sharp boundaries. They are general categories for identifying the type of information that can be expected and an indication of the level of confidence in the results.

The worked performed by ASG specifically as part of the site and system evaluation (usually referred to together as "the audit") falls generally into two categories:

- 1. Evaluation of the building(s) and systems, and their operational characteristics
- 2. Identification of potential modifications to reduce energy use or cost

The collection of facility data for this section of the report is performed through this evaluation of the buildings and systems, and their operational characteristics. The potential modifications to reduce energy use or cost are discussed in a different section of the report.



## FACILITY DATA SUMMARY

FACILITY:	Stevenson City Hall			
SQUARE FOOTAGE:	4,800 sqft			
APPROXIMATE BUILDING AGE:	68 yrs			
ASG FACILITY PERFORMANCE RATING:	Average			
HOURS OF OPERATION	Mon - Fri 7:30am-5:30pm			



# FACILITY USAGE AND OCCUPANCY:

The building encompasses the city hall and administrative offices. The entire building is open offices with an area for conferences. The entire basement is used for storage.

### **BUILDING ENVELOPE:**

The city hall is a one-story building with a full daylight basement. The building is located at 7121 East Loop Road, Stevenson, WA 98648. The building is a wood structure with dual pane windows, code compliant insulation, and a pitched asphalt shingle roof.

### LIGHTING SYSTEMS:

The lighting upstairs consists of fluorescent drop-in T-8 troffers with some wraps and recessed can lights. Downstairs are wraps, screw in compact fluorescents, and T-12 industrial strip lights.

## See Appendix A for lighting survey

### HVAC SYSTEMS & CONTROLS:

The heating system consists of one condensing furnace with a heat pump for heating and cooling. The furnace is a Tempstar smart comfort series unit with a R410a heat pump.

# UTILITIES:

The total electric use for the building was **23,080 kWh** at a total cost of **\$1,909** for the year of **2016.** Electricity (meter 80229956) is purchased from Skamania PUD at an average rate of **\$0.083 per kWh**.

The natural gas use for the building is purchased from Avista but is not part of this project.

Energy Cost Index

**\$0.30** per Square Foot/Year (electricity only)



## FACILITY DATA SUMMARY

	JOHIMINI
FACILITY:	Stevenson Water Treatment Plant
SQUARE FOOTAGE:	2,000 sqft
APPROXIMATE BUILDING AGE:	40 yrs
ASG FACILITY PERFORMANCE RATING:	Average
HOURS OF OPERATION	Mon - Fri 1 hr/day



# FACILITY USAGE AND OCCUPANCY:

The building encompasses the water treatment systems and pumps for pressurization of the City's water. The building is rarely used except for maintenance or testing of the water.

### **BUILDING ENVELOPE:**

The water treatment plant is a one-story steel frame pole building with metal roof and siding. The building is located at Ryan Allen Rd, Stevenson, WA 98648.

### LIGHTING SYSTEMS:

The lighting consists of fluorescent 2-lamp industrial shop lights.

### See Appendix A for lighting survey

**HVAC SYSTEMS & CONTROLS:** 

The heating system consists of multiple electric unit heaters to prevent freezing.

The treatment plant consists of controls and 5 pumps:

- 50 hp pump for fire emergencies flow requirements and to help pressurized the upper storage tank.
- (2) 20 hp that lead lag to fill the main storage tank.
- (2) 7.5 hp circulation pumps for the treatment center

## **UTILITIES:**

The total electric use for the building was **135,600 kWh** at a total cost of **\$10,775** for the year of **2017.** Electricity (meter 13023776) is purchased from Skamania PUD at an average rate of **\$0.079 per kWh**.

The natural gas use for the building is purchased from Avista, but is not part of this project.

Energy Cost Index

**\$3.08** per Square Foot/Year (electricity only)



### WATER METER DATA SUMMARY

FACILITY:	Water Meters			
SQUARE FOOTAGE:	N/A			
APPROXIMATE AGE:	N/A			
ASG FACILITY PERFORMANCE RATING:	N/A			
FACILITY USAGE AND OCCUPANCY				



# FACILI

N/A

**BUILDING ENVELOPE:** 

N/A

WATER METER SYSTEMS:

According to the City of Stevenson's billing system, there are currently (688) water meters installed. The city's water system serves (569) residential customers and (116) commercial customers. Most of these meters are 5/8" x <sup>3</sup>/<sub>4</sub>" Hersey meters, and others vary in size between 1" to 4". Meters are predominately located in interior locations. Each of these meters is read manually by a meter reader by a City of Stevenson Water Department operator. Tables below summarizes the count of meters by customer types and size:

Row Labels 🔹	<b>Count of Service Address</b>
1 1/2" Inside Comm	3
1" Inside Commercial	13
1" Inside Res	2
1" Outside Res	1
2" Inside Commercial	16
3" Inside Commercial	1
3/4" Inside Commercial	80
3/4" Inside Res	520
3/4" Outside Commercial	1
3/4" Outside Res	31
3/4" Senior Inside Res	14
3/4" Senior Outside Res	1
4" Inside Commercial	2
Transient Lodging Base Water Rate	3
(blank)	
Grand Total	688

Size	Quantity
3/4"	647
1"	16
1 1/2"	3
2"	16
3"	1
4"	2
Transient Lodging Base Water Rate	3
Гotal	688



# **SECTION 3: PROJECT SCOPE OF WORK**

The City of Stevenson has selected, for development in this Investment Grade Audit, a number of Facility Improvement Measures (FIMs) that were presented by ASG as a result of a Preliminary Energy Assessment. These FIMs generate cost savings, improve the operation of the City, and reduce the loss in water and sewer revenue. This section of the Energy Services Proposal describes each FIM and the scope of work that ASG will implement during construction to achieve the savings.

The scopes of work for each FIM were developed after a site survey as part of the IGA. While every effort has been made to identify failed equipment and problematic building operation during the site survey, there may be additional work identified during design and construction that are not included in the scope of work for each FIM as defined in this section of the proposal. Some of this work could include, but is not limited to, repairing or replacing equipment that is found to be malfunctioning or failed, repairing or replacing equipment that may have been damaged after the site survey, correcting problematic building or system operation, etc. ASG may work with the owner to correct such deficiencies however any work that is not included in the scope of work for each FIM will require a change order and additional compensation.

ASG will pay the L&I fees for this project as well any required permitting fees.



# FIM-01: LED LIGHTING AT CITY HALL AND WATER TREATMENT PLANT

### Existing Conditions:

ASG performed a lighting audit at the water treatment plant and the city hall. The lighting at the water treatment plant consists of fluorescent 2-lamp industrial shop lights. The lighting at the City Hall consists of fluorescent dropin T-8 troffers with some wraps and recessed can lights in the upstairs. Lights in downstairs are wraps, screw in compact fluorescents, and T-12 industrial strip lights.

### **Proposed Modifications:**

All fixtures will be replaced with new UL-listed LED fixtures with controls for occupancy and daylight sensing according to Appendix A: Lighting Survey.

Breakdown of proposed modifications is as follows:

### Benefits & Results:

- The proposed lighting fixtures will reduce electricity usage
- Replacing the complete fixture will reduce the maintenance needs

### Scope of Work:

The scope of work for this FIM includes:

- Replacement of UL-listed light fixtures
- Building code upgrades not necessary to complete this scope of work
- Additional occupancy sensors, additional external photo cells and new timers.

### Services provided by ESCO:

- Construction management
- Project supervision
- Engineering design review
- M&V as indicated in the FIM-specific M&V plan

Extent of subcontracting:

- Engineering design
- High and low voltage electrical construction

Approved equipment:

• Fixtures by Philips/Advance or approved equal





# FIM-02: WATER METER REPLACEMENT AND AMR INSTALLATION

### Existing Conditions:

The City of Stevenson currently has (688) water meters recorded in the billing system. Each of these meters are read manually by a City operator. Residential meters are typically  $\frac{34}{7} \times 1^{7}$  Hersey meters, installed in interior locations.

The city's billing system was studied to create the existing meter inventory consisting of the following information: meter address, meter size, meter age, and customer type (i.e. Inside Residential, etc.). Meter age information was not recorded in the billing system. Complete meter inventory is included as *Appendix B: Water Meter Inventory*. Meter accuracy testing was performed during the Investment Grade Audit to estimate the revenue recovery expected from the installation of new meters. The result of the test is attached as *Appendix C: Water Meter Accuracy Test Result*.

Row Labels	Count of Service Address
1 1/2" Inside Comm	3
1" Inside Commercial	13
1" Inside Res	2
1" Outside Res	1
2" Inside Commercial	16
3" Inside Commercial	1
3/4" Inside Commercial	80
3/4" Inside Res	520
3/4" Outside Commercial	1
3/4" Outside Res	31
3/4" Senior Inside Res	14
3/4" Senior Outside Res	1
4" Inside Commercial	2
Transient Lodging Base Water Rat	e 3
(blank)	
Grand Total	688

# Table 2-1: Stevenson Meter Inventory (Count by Service Address)

### Proposed Modifications:

Replace meters listed above with composite meters that are Automated Meter Reading (AMR) enabled to allow drive-by reading and eliminate a need for a City employee to exit the vehicle at each individual meter location.

New meters will be furnished and installed by ASG. Data points will be integrated to the billing system.



	Table 2-2: Stevenson Meter Replacement Style and Quantities	
ltem	Description	Qty.
1	flowIQ <sup>®</sup> 2250 RF; 25 GPM 5/8" x 3/4"; lead-free PPS flow tube	647
2	flowIQ <sup>®</sup> 2250 RF; 55 GPM 1" x 10.75"; 316 stainless steel flow	16
3	flowIQ <sup>®</sup> 3250 RF; 120 GPM 1.5" x 13"; 316 stainless steel flow	3
4	flowIQ <sup>®</sup> 3250 RF; 160 GPM 2" x 17"; 316 stainless steel flow tube	16

### Benefits & Results:

- The project will complete the meter replacement project within months whereas the current maintenance staff would need years to replace all of the meters in consideration of their other projects/workload.
- New meters will improve the overall meter accuracy to provide revenue recovery for the city.
- New meters will improve the billing equality currently, some customers are billed more per unit volume than others.
- New meters will meet the no-lead requirement per Safe Drinking Water Act.
- Hot Rod Transmitters will eliminate the meter reading cost by allowing faster, easier meter reading operation.

### Scope of Work:

The scope of work for this FIM includes:

- Meter installation is defined as removal of existing meter and replace with new meter and communication technology. Installation of new meter gaskets is provided.
- Flush service lines (where possible) after meter installation.
- Coordinate meter installation activities around meter reading schedule.
- Collect meter installation data on tablet.
- Pictures of meter reading and post installation will be collected during time of change out and will be available to the city upon request.
- GPS coordinates accurate within 10' will be collected at time of installation.
- Weekly meter change file will be provided in electronic format suitable for Utility Billing upload.
- Removal of all job-related debris.

The scope of work for this FIM excludes:

- Replacing old or damaged service pipe either from the City-side or customer side.
- Correcting any observed plumbing code violations necessary to complete the scope of work.
- Installation of new valves.
- Re-plumbing settings to accommodate non-standard meter lay lengths or meter couplings.
- Replacement of inaccessible or un-installable water meters.
- Inaccessible or un-installable water meter condition shall be remedied by the City. Inaccessible or un-installable water meter condition includes the following:
  - Locations where there is no operable valve(s) to allow the isolation of the meter.



- Location that have physical obstructions preventing the installation of the meter (water heater, water softener, finished basement, behind locked gate, etc.
- Locations with nonstandard lay length or connections requiring the setting to be replumbed.
- Meters where the City's customer prevents ESCO from accessing the meter to perform the change-out ,
- ESCO will service the water meters so long as inaccessible or un-installable water meter condition is remedied by the City prior to the ESCO demobilizing from the project.

Services provided by ESCO:

- Construction management
- Project supervision
- Engineering design review
- M&V as indicated in the FIM-specific M&V plan



# **SECTION 4: UTILITY SAVINGS AND VERIFICATION**

The savings from the proposed projects are arrived at through a three step process. The first step in the process is the analysis of utility billing information which establishes the amount and cost of utilities (electricity and natural gas) that are provided to the site. The second step in the process is the analysis of equipment information that establishes where the utility usage is allocated within the facility. It is the changes to this equipment, and its operation, which generate the savings. The third step in the process is integrating the measurement and verification (M&V) plan for each FIM into the IGA. These M&V plans and associated measurements, services, and operations form the basis of validating that savings have been achieved. This section of the Energy Services Proposal describes these three steps and how they come together to form the project guarantee.

The revenue recovery from the water meter replacement and AMR project is arrived at through a three-step process. The first step is the analysis of existing billing data which established the amount of water billed to the customers during the base year. The second step is the analysis of the existing meter accuracy. The revenue recovery is generated based on the meter accuracy improvement, and reduction in water meter reading cost. The third step is integrating the M&V plan for this FIM. The M&V plans and associated measurements, services, and operations form the basis of validating that savings have been achieved. This section of the Energy Services Proposal describes these three steps and how they come together to form the project guarantee.

## Utility Baselines and Rates

## Electricity Baseline and Rates

Electricity is provided to the City of Stevenson by Skamania PUD under rate "Commercial Rate (Single Phase, no demand meter)" for the City Hall and rate "Large Industrial Rate" (three phase, demand metered) for the water treatment plant. Service is received at secondary distribution voltage and delivery is recorded at a multiple electrical meters throughout the city.

To establish the baseline electricity usage and cost, ASG analyzed the base year of invoices from January 2015 through December 2016 for the following accounts.

- Meter #: 80229956 City Hall
- Meter #: 13023776 Water Treatment Plant

The following Figures and tables show Monthly Electricity Usage kWh and Monthly Electricity Usage, Cost during the Base Year January 2015 - December 2016.

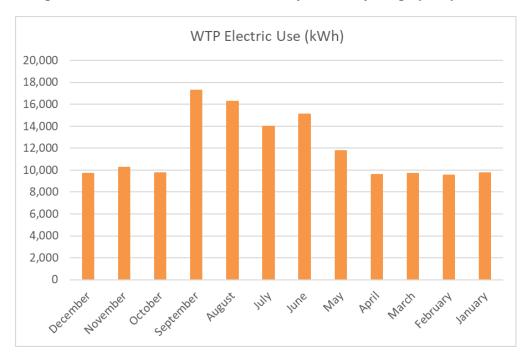




W	WATER TREATMENT PLANT BASELINE ELECTRICAL USE						
Skam	Skamania PUD Meter Number(s): 13023776					Schedule(s): Large	
JKann			1(3). 13023	//0	Industr	ial Rate	
Address:	Ryan-Allen	Road					
Month	Beginning	Ending	Days in	Usage	Demand	Baseline	
Worten	Read Day	Read Day	Billing	(kWh)	(kW)	Cost	
December	11/30/2016	12/28/2016	28	9,680	-	\$737	
November	10/27/2016	11/29/2016	33	10,240	-	\$721	
October	9/28/2016	10/26/2016	28	9,760	-	\$814	
September	8/27/2016	9/27/2016	31	17,280	-	\$1,251	
August	7/27/2016	8/26/2016	30	16,240	-	\$1,177	
July	6/29/2016	7/26/2016	27	14,000	-	\$1,047	
June	5/27/2016	6/28/2016	32	15,120	-	\$1,117	
May	4/28/2016	5/26/2016	28	11,760	-	\$933	
April	3/29/2016	4/27/2016	29	9,600	-	\$682	
March	2/27/2016	3/28/2016	30	9,680	-	\$686	
February	1/27/2016	2/26/2016	30	9,520	-	\$675	
January	12/30/2015	1/26/2016	27	9,760	-	\$689	
Total			353	142,640	0	\$10,527	

Table 4-1: Water Treatment Plant Monthly Electricity Usage & Cost (kWh) - 2016

Figure 4-1: Water Treatment Plant Monthly Electricity Usage (kWh) - 2016

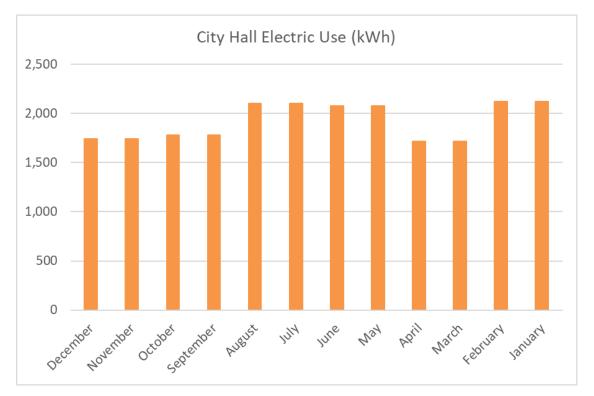




Tabl	Table 4-2: City Hall Monthly Electricity Usage & Cost (RWh) - 2016					
	STEVENSON CITY HALL BASELINE ELECTRICAL USE					
Skam	Skamania PUD Meter Number(s): 80229956					ule(s):
Skalli			(5). 80229	930	Commer	cial Rate
Address:	7121 East L	oop Road, S	Stevenson, N	NA		
Month	Beginning	Ending	Days in	Usage	Demand	Baseline
Wonth	Read Day	Read Day	Billing	(kWh)	(kW)	Cost
December	10/26/2016	12/27/2016	62	1,740	-	\$146
November	-	-		1,740	-	\$146
October	8/26/2016	10/25/2016	60	1,780	-	\$149
September	-	-		1,780	-	\$149
August	6/28/2016	8/25/2016	58	2,100	-	\$172
July	-	-		2,100	-	\$172
June	4/26/2016	6/27/2016	62	2,080	-	\$170
May	-	-		2,080	-	\$170
April	2/26/2016	4/25/2016	59	1,720	-	\$144
March	-	-		1,720	-	\$144
February	12/29/2015	2/25/2016	58	2,120	-	\$173
January	-	-		2,120	-	\$173
Total			359	23,080	0	\$1,909

Table 4-2: City Hall Monthly Electricity Usage & Cost (kWh) - 2016

Figure 4-2: City Hall Monthly Electricity Usage (kWh) - 2016





The published amounts for the "Commercial Rate (Single Phase, no demand meter)" for the City Hall is listed in Table 4-3

Table 4-3			
Commercial Rate (Single Phase, no demand meter)			
Published kWh Usage Range			
Basic Charge \$22.75/month			
Energy Charge \$0.07610/kWh			

The published amounts for the "Large Industrial Rate (three phase, demand metered)" for the water treatment plant is listed in Table 4-4

Table 4-4				
Large Industrial Rate (three phase, demand metered)				
Published k	Wh Usage Range			
Basic Charge	\$108.25/month			
Energy Charge \$0.05330/kWh				
kW	' Charge			
First 35kW	\$0			
Demand charge more than				
35kW	\$6.2070/kW			

The marginal rate per kWh to be applied to the kWh savings were calculated based on the annual total charge and total kWh consumption. This is a blended rate that includes the applicable taxes and fees for both locations and shown in Table 4-6.

### Table 4-6: Marginal Electricity Rates to be applied to the kWh Savings

Calculated Electric Blended Rate				
Site(s) Meter Number(s) Blended Rate (\$/kWh)				
City Hall & Water	80229956	, 13023776	\$0.1137	
Treatment Plant	00227750	,15025770	\$0.1157	



### Water Meter Billed Consumption Baseline and Rates

For the water meter replacement and AMR project, metered water volume, billed water volume, and billed sewer volume becomes the basis for the baseline water and sewer revenue to the City of Stevenson. Metered water and billing history data provided by the City were analyzed to define the baseline metered water volume. Table 4-7 displays the total water usage and charges for the years 2015, 2016 and 2017. Table 4-8 lists the base charges for each customer class per the City's "Water System Plan Update" Report.

Table 4-7				
Year	Billed Water Charges (CF)	Billed Water Charges (\$)		
2015	10,186,618	\$ 876,330.83		
2016	9,996,695	\$ 898,825.74		
2017	10,160,008	\$ 861,991.11		
Total	30,343,321	\$ 2,637,147.68		

	Table 4-8			
Class	Meter	City	20	13-Current
	Size	Limit		Base Rate
Residential/Commercial	3/4-inch	Inside	\$	19.50
Residential/Commercial	3/4-inch	Outside	\$	28.75
Residential/Commercial	1-inch	Inside	\$	32.00
Residential/Commercial	1-inch	Outside	\$	54.50
Residential/Commercial	1.5-inch	Inside	\$	77.25
Residential/Commercial	1.5-inch	Outside	\$	111.25
Residential/Commercial	2-inch	Inside	\$	149.00
Residential/Commercial	2-inch	Outside	\$	215.25
Residential/Commercial	3-inch	Inside	\$	267.75
Residential/Commercial	3-inch	Outside	\$	388.50
Residential/Commercial	4-inch	Inside	\$	321.25
Residential/Commercial	4-inch	Outside	\$	467.25
Residential/Commercial	6-inch	Inside	\$	855.75
Residential/Commercial	6-inch	Outside	\$	1,239.00
Excess water >400 cu ft	per CF	Inside	\$	0.039
Excess water >400 cu ft	per CF	Outside	\$	0.046

The quantity of billed water is different from metered water volume. For residential customers, the first 400 cubic feet of water consumption is included in the monthly charge and not charged. All metered water consumption in excess of 400 CF is charged by volume. In order to calculate the revenue recovery, a blended rate needs to be applied to the billed water quantity.



Sewer charge is based on the estimated sewer volume. For all commercial rate customers, the City of Stevenson estimates that the sewer volume equals the metered water volume. For residential customers, average winter months consumption (December through March) becomes the estimated sewer volume and is charged monthly throughout the next year as sewer charge. The differences in customer usage (residential versus commercial) and charges (high and low volume usage) create wide variations in the billing rates of individual accounts. For the purposes of this project, a blended rate for sewer and water was achieved by sampling the usage and charges of (30) residential <sup>3</sup>/<sub>4</sub>" metered accounts as this is for 98% City of Stevenson customers. Table 4-9 summarizes the blended billing rates used for water and sewer charges.

Table 4-9				
Billing Rates				
Water	\$	0.0869		
Sewer \$ 0.0654				

## Rate Escalation Projections

ASG assumes that water and sewer rates will increase at a rate of 3.00% per year over the life of the project. This escalation rate was used to determine the projected cash flow, which was presented for informational purposes only. In the Washington DES ESPC Program, savings are guaranteed only in units of energy and water and not dollars. The actual utility rate increases may vary and therefore change the projected cash flow for the project.

## WATER METER ACCURACY MEASUREMENT PROCESS

The guaranteed savings associated with this project are based on improved water meter accuracy. In accordance with the M&V plan, ASG has performed meter accuracy tests on existing meters during the IGA and will perform meter accuracy tests on new meters prior to installation. This section of the report describes how the meters were, and will be, tested and how the test results are used to quantify meter accuracy.

Pre-retrofit measurements were performed using a field mounted test bench. Existing meters to be tested were removed from service and installed on the test bench and tested at multiple flow rates. The test flow rates correspond to American Water Works Association (AWWA) testing standards. Sample values for the 5/8"x3/4" meters (which account for approximately 647 of 688 meters), are summarized in Table 4-10. Values used for other meters are included in the attachments.



Table 4-10				
Meter Type	Test Flow Rate Classification Test Flow Rate [GPM]		AWWA Weighting Factor	
Positive Displacement & Turbine	Low Flow	0.25	15%	
Positive Displacement & Turbine	Intermediate Flow	2	70%	
Positive Displacement & Turbine	High Flow	15	15%	

For each tested flow rate the meter readout was recorded at the start and end of the test for both the tested meter and the bench test meter. In other words the "start read" and "finish read" were recorded for both the field-installed meters owned by the City of Stevenson and the bench test meter. The values were used to calculate the meter accuracy at the tested flow rate using the following equation:

$$Meter Accuracy_{Flow Rate} = \frac{(End Read_{Field Meter}) - (Start Read_{Field Meter})}{(End Read_{Test Bench}) - (Start Read_{Test Bench})}$$

Thus, for the 5/8"x3/4" meters (which account for approximately 647 of 688 meters), there are three meter accuracy values; one at low flow, one at intermediate flow, and one at high flow. These are combined using AWWA weighting factors (see previous table) for the meter type to develop the weighted average accuracy (WAA) for each meter. The AWWA weighting factors are time-weighting factors that provide a standardized assumption about how much time a meter operates in the different flow regimes (low flow, intermediate flow, high flow). The calculation procedure is shown in the following equation.

$$WAA = (MA_{Low Flow})(WF_{Low Flow}) + (MA_{Int Flow})(WF_{Int Flow}) + (MA_{High Flow})(WF_{High Flow})$$

Where:

WAA = Weighted average accuracy for an individual meter
 MA = Tested meter accuracy at the indicated flow rate
 WF = AWWA time weighting factor

For each group of similar meters the WAA was condensed into a single value using the following equation.

$$WAA_{meter\ size,age} = \frac{\sum WAA_{meter}}{Meter\ Quantity_{meter\ size,age}}$$

This is the value representing meter accuracy that was used with the baseline data to determine, in the baseline year, how much water had actually passed through different meter groups. The testing procedure for new meters will be similar and is described in the M&V plan. Tables 4-11 summarizes the weighted average accuracy for each of the (30) test meters provided by the City.



Table 4-11 – WAA % Tested Meters				
Meter Description	WAA %			
Kent #T 14 5/8 x 3/4	77.91%			
Hersey 430 #T 10 5/8 x 3/4	101.80%			
Hersey 420 #10 5/8 x 3/4	99.52%			
Neptune T-10 #T 15 5/8 x 3/4	100.46%			
Hersey 420 #2 5/8 x 3/4	95.73%			
Precision #T 6 5/8 x 3/4	94.52%			
Erico #T 13 5/8 x 3/4	104.37%			
Erico #T 13 5/8 x 3/4	100.03%			
Precision #8 5/8 x 3/4	100.08%			
Neptune T-10 #1 5/8 x 3/4	98.86%			
Precision # T 1 5/8 x 3/4	101.80%			
Hersey 430 # T 3 5/8 x 3/4	98.70%			
Erico #T 4 5/8 x 3/4	21.40%			
Precision # T 5 5/8 x 3/4	103.36%			
Hersey 420 # T 11 5/8 x 3/4	99.93%			
Precision # T 8 5/8 x 3/4	110.70%			
Precision # T 9 5/8 x 3/4	99.61%			
Hersey 430 #7	0.00%			
Erico #2 5/8 x 3/4	104.78%			
Precision #6 5/8 x 3/4	114.23%			
Hersey 430 #4 5/8x3/4	98.70%			
Hersey 430 #5 5/8 x 3/4	99.22%			
Erico #7 5/8 x 3/4	84.84%			
Hersey 430 #9 5/8 x 3/4	101.07%			
Erico #14 5/8 x 3/4	113.62%			
Erico #12 5/8 x 3/4	115.65%			
Hersey 420 #15 5/8 x 3/4	99.90%			
Erico #3 5/8 x 3/4	100.90%			
Hersey 430 #11 5/8 x 3/4	102.14%			
Erico #13	78.76%			

# Table 4 11 WAA 06 Tested Mote



# Savings Analysis Methodology

## Excel Spreadsheet Analysis

## Lighting:

Microsoft Excel is used to calculate savings for the lighting FIMs. Excel lends itself well to these measures because the facility data (fixture types, counts, locations, etc.) is easily entered line-by-line on a room-by-room basis during the audit and because the calculations are relatively simple. Variables that are typically stipulated constants during the audit (such as lighting operating hours in different space types) are chosen based on experience with similar facilities and adjusted with respect to the utility bills to arrive at reasonable estimates of baseline electricity usage before calculating savings. The lighting



savings used a room by room lighting audit which basically audited and accounted for the type of lighting systems currently in use and the proposed retrofit. The analysis quantified the quantity of fixtures and their respective wattages and the proposed retrofit and their quantity and wattages. The material/Fixture wattage is used for calculating the savings for the lighting FIMs. *The room by room fixture analysis is included in the appendix of this report* 

## Water:

Water Metrics tested each of the sample meters following AWWA meter testing guidelines in regards to the flow rates, volumes, and accuracy, for the size & types of the meters tested. Meters (all 5/8"-3/4" residential units)were installed on an (8) station Ford water meter test bench. Water then flowed from a large holding tank at the designated flow rate for the test, through the meters, and into factory calibrated water meter test tanks. A a reading of the actual amount of water that flowed through the meters is taken from the sight gauge of the test tank, and then compared to the readings off the meters on the test bench.

A 10-gal Badger V-1 test tank was used for the low & intermediate flow tests, and a Ford #4 100 gal test tank was used for the high flow tests on each meter. Each of these tanks have a factory calibrated sight tube on the exterior of the tank, which has a factory calibrated scale showing exactly how much water flowed through the meters. It is an analog system, very accurate, and is considered the industry standard for testing  $\frac{1}{2}$ "-2" municipal meters.

This 3rd party independent water meter test lab and the measurement methodology is often used to provide meter verification for regional municipalities when billing disputes arise, or for when their customers are required to verify the accuracy of their deduct meters. Meter verifications/calibrations like this are provided for a large number of private organizations in the region that are required to report their water usage, or discharge, to local/state/federal regulatory agencies.

For the sample meters sent in for testing, failure rates are close to 60% when subjected to AWWA requirements listed below. Please note that local, state, or federal agencies might have different accuracy standards depending on what the meters are being used for. Also, the Public Utility Commission of each state may have different regulations in regards to the accuracy of a meter being



used for billing purposes. For example, the Public Utility Commission of Oregon requires that meters run within +/- 2% accuracy if they are being used for billing purposes.

- AWWA C700 Displacement meter requirements;
  - 98.5%-101.5% accurate for high & intermediate flow tests, and 90%-101% for low flow tests
  - The meters that would fall under these guidelines are the Neptune & Hersey meters
- AWWA C708 Multijet meter requirements
  - 98.5%-101.5% accurate for high & intermediate flow tests, and 90%-103% for low flow tests
  - The meters that would fall under these guidelines are the Precision & Erico meters

Table 4-5 provides a list of the meter test equipment that was used for testing procedures & methodology

Indov	Motor Description	Size
Index 1	Meter Description Kent #T 14 5/8 x 3/4	Size 0.75
2		
-	Hersey 430 #T 10 5/8 x 3/4	0.75
3	Hersey 420 #10 5/8 x 3/4	0.75
4 5	Neptune T-10 #T 15 5/8 x 3/4	0.75
6	Hersey 420 #2 5/8 x 3/4	
7	Precision #T 6 5/8 x 3/4	0.75
8	Erico #T 13 5/8 x 3/4	0.75
	Erico #T 13 5/8 x 3/4	0.75
9	Precision #8 5/8 x 3/4	0.75
10	Neptune T-10 #1 5/8 x 3/4	0.75
11	Precision # T 1 5/8 x 3/4	0.75
12	Hersey 430 # T 3 5/8 x 3/4	0.75
13	Erico #T 4 5/8 x 3/4	0.75
14	Precision # T 5 5/8 x 3/4	0.75
15	Hersey 420 # T 11 5/8 x 3/4	0.75
16	Precision # T 8 5/8 x 3/4	0.75
17	Precision # T 9 5/8 x 3/4	0.75
18	Hersey 430 #7	0.75
19	Erico #2 5/8 x 3/4	0.75
20	Precision #6 5/8 x 3/4	0.75
21	Hersey 430 #4 5/8x3/4	0.75
22	Hersey 430 #5 5/8 x 3/4	0.75
23	Erico #7 5/8 x 3/4	0.75
24	Hersey 430 #9 5/8 x 3/4	0.75
25	Erico #14 5/8 x 3/4	0.75
26	Erico #12 5/8 x 3/4	0.75
27	Hersey 420 #15 5/8 x 3/4	0.75
28	Erico #3 5/8 x 3/4	0.75
29	Hersey 430 #11 5/8 x 3/4	0.75
30	Erico #13	0.75

Tabl	е	4-!	5



	SAVINGS PARAMETERS					
FIM	FIM DESCRIPTION	BASELINE PARAMETERS	SAVINGS PARAMETERS			
1	LED Lighting Upgrades	<ul> <li>Room by Room Quantity (qty)</li> <li>Measure Wattages by Fixture Pre-Retrofit (kW)</li> <li>Operating Hours are agreed to by the customer and ASG (hr)</li> </ul>	<ul> <li>Room by Room Quantity (qty)</li> <li>Measure Wattages by Fixture Post-Retrofit (kW)</li> <li>Operating hours are agreed to by the customer and ASG (hr)</li> </ul>			
2	Water Meter Upgrades	- AWWA-approved testing of sample population of water meters to determine pre-installation meter accuracy (%)	- Perform one-time instantaneous water meter accuracy measurements on new meters at the locations that were sampled to establish the baseline (%)			

	GUARANTEED ENERGY SAVINGS						
FIM	FIM DESCRIPTION	PERCENT GUARANTEE	TOTAL ELECTRICITY SAVINGS (kWh/yr)	GTD ELECTRICITY SAVINGS (kWh/yr)	TOTAL WATER SAVINGS (CF/YR)	GTD WATER SAVINGS (CF/YR)	ENERGY COST SAVINGS
1	LED Lighting Upgrades	95%	9,331	8,864			\$1,038
2	Water Meter Upgrades	80%	-	-	365,950	292,760	\$45,934



# MEASUREMENT & VERIFICATION PLAN(S)

# Overview of Energy Savings Guarantee

The measurement and verification (M&V) methodology for this project is based on the guidance of the *International Performance Measurement and Verification Protocol* (IPMVP). Any deviations from the defined options of this protocol are indicated where applicable. The terms of the *Energy Savings Guarantee* for this project are based on the State of Washington General Conditions for Performance Contracting. The performance of this particular project is evaluated in terms of recovered revenue associated with units of 100 cubic feet (CCF). Although the units of measure are non-energy, ASG retains the use of standards terms of the DES Energy Program.

As defined in the IPMVP, the savings analysis methodology for this project corresponds to the "normalized savings" method of calculating savings. The baseline usage was calculated using the utility data that was made available and adjusted to "normal" conditions as described in Section 4 of the Energy Services Proposal, (Utility Savings and Verification). During the *Guarantee Term*, actions will be taken to measure and verify *Energy Consumption Savings* as described in the M&V plan(s). Per the IPMVP Normalized Savings method, the *Energy Consumption* during the *Guarantee Period* will be normalized to the same conditions as the baseline energy consumption.

The *Verified Energy Savings* will be calculated as the difference between the normalized utility consumption actually incurred in the *Guarantee Period* and the normalized baseline utility consumption. Savings calculations, energy models, assumptions, algorithms, etc. and the value of savings will not be modified after execution of the construction contract except to include any measurements made by ASG as described in the measurement and verification plan(s) set forth in the Energy Services Proposal.

ASG will provide the owner with an M&V report after each *Guarantee Period*. The M&V report will reconcile the *Verified Energy Savings* with the *Guaranteed Energy Savings* in accordance with the M&V plan(s) in the Energy Services Proposal. Actual reductions (for this project, increases) in utility bills may vary from the *Verified Energy Savings* for reasons outside of ASG's control, such as changes in population, behavior changes, OWNER's deviations from proposed operating parameters, OWNER-initiated changes in loads, weather variability, OWNER's deviations from recommended maintenance procedures, etc. For the purposes of calculating any shortfalls or excesses of *Verified Energy Savings* versus *Guaranteed Energy Savings*, the Measurement & Verification Plan will be utilized – not the raw utility bills.

ASG guarantees that the sum total, for all FIMs included in the project, of *Verified Energy Savings* realized during each *Guarantee Period* will equal or exceed the projected *Guaranteed Energy Savings* set forth in the Energy Services Proposal.

In the event that the *Verified Energy Savings* are less than the *Guaranteed Energy Savings*, in units of energy or water as stated in the Energy Services Proposal, ASG shall compensate OWNER with the difference between the value of the *Guaranteed Energy Savings* and the *Verified Energy Savings*. The monetary value of the shortfall will be calculated by ASG by using the lesser of the actual utility rates in effect over the *Guarantee Period* or the escalated utility rates set forth in the Energy Services Proposal. Shortfall compensation shall be in one of the following forms; decided at the option of ASG:



- 1. Provision of additional services
- 2. Discount of M&V renewal fee
- 3. Cash payment
- 4. Repair, replacement, or adjustment of non-performing equipment or systems

# Owner Responsibilities during Each Guarantee Period

For the Energy Savings Guarantee to be valid, OWNER shall uphold the following responsibilities:

- 1. Provide written notification to ASG within thirty days if any OWNER-initiated changes are made to facilities included in this project that may alter energy and water usage. Changes include meter replacements, load additions and load reductions. This enables ASG to advise as to whether the changes will impact the guarantee.
- 2. Provide access to maintenance logs demonstrating that systems affected by this project have been maintained according to the manufacturer's written instructions. This enables ASG to assess whether equipment and systems' performance has been affected by OWNER maintenance procedures.

If any of the abovementioned responsibilities are not upheld, OWNER agrees to the following:

- 1. Excess energy and water usage adversely affecting the Energy Savings Guarantee is a cost initiated by OWNER and not by non-performance of work by ASG. ASG shall not be responsible for the increased utility usage or costs.
- 2. ASG may adjust baseline period or performance period energy or water usage in accordance with the responsibility that was not upheld. ASG, solely, shall recalculate and adjust the *Verified Energy Savings* or *Guaranteed Energy Savings*.
- 3. ASG may terminate the *Energy Savings Guarantee* for the *Guarantee Period* in which the change occurred, and OWNER shall agree that the *Verified Energy Savings* have been achieved.



# *FIM-01: Lighting Upgrade* OVERVIEW OF M&V PLAN:

	M&V BASIS	DESCRIPTION
$\checkmark$	IPMVP / OPTION A	RETROFIT ISOLATION: KEY PARAMETER MEASUREMENT
	IPMVP / OPTION B	RETROFIT ISOLATION: ALL PARAMETER MEASUREMENT
	IPMVP / OPTION C	WHOLE FACILITY (UTILITY BILL COMPARISON)
	IPMVP / OPTION D	CALIBRATED SIMULATION
	IPMVP / N/A	OPERATIONAL VERIFICATION
	N/A	STIPULATED SAVINGS

The intent of this FIM is to replace existing light fixtures with more efficient fixtures to generate savings through reduced fixture wattage. The general location of the facility/facilities where this FIM and M&V plan are applicable are noted in the following table and detailed in Section 3 of the Energy Services Proposal (Project Scope of Work):

Applicable Facilities		
Facility	Address	
City Hall	7121 East Loop Road	
Water Treatment Plant	Ryan-Allen Rd	

# GENERAL DESCRIPTION OF M&V PROCESS:

Prior to the replacement of existing light fixtures, ASG will acquire fixture wattage data for a sample of the fixtures. After the replacement of light fixtures, ASG will acquire fixture wattage data for the new fixtures. The final sample size will be determined by ASG but measurements will be taken from a sampling of fixtures that account for approximately 80% of the total lighting load included in the proposed scope of work. Other non-measured variables will be fixed constants. Measured values will be used to update the calculations of *Energy Consumption Savings* for this FIM.

# BASELINE M&V ACTIVITIES:

ASG will perform one-time, pre-installation, instantaneous electrical power measurements on a sample of fixtures using a meter capable of true RMS wattage measurements. Measurements will be performed after allowing fixtures to operate to arrive at their normal operating temperature. The owner, or designated agent, will have the opportunity to witness the baseline M&V activities.

# POST-INSTALLATION M&V ACTIVITIES:

ASG will perform one-time, post-installation, instantaneous electrical power measurements on the same fixtures that were sampled to establish baseline values using a meter capable of true RMS wattage measurements. Measurements will be performed after allowing fixtures to operate to arrive at their normal operating temperature. The owner, or designated agent, will have the opportunity to witness the post-installation M&V activities.



# CALCULATION METHODOLOGY:

For each fixture that is sampled, the average of the data will be calculated from the measurement data. The average of the data will be adjusted to reflect the accuracy of the measurement tool as indicated in the manufacturers' product brochure at the measurement conditions. The adjusted values will be used to update the values for fixture wattage in the savings calculations. The difference between the re-calculated baseline and re-calculated post-retrofit energy consumption, using measured data, will become the *energy consumption savings* for the FIM during guarantee term. Variables in the savings calculations that are non-measured will be fixed constants throughout the *Guarantee Term*.

# PERFORMANCE PERIOD M&V ACTIVITIES:

ASG will provide a three year post installation survey at the facility to ensure the proper operation of the installed equipment

## DELIVERABLES:

ASG will provide to the customer a three year post installation report documenting the values used in the model and a reconciliation of *Energy Consumption Savings* as measured to *Energy Consumption Savings* as set forth in this *Energy Services Proposal*.



# FIM-02: Water Meter Replacement and AMR Installation

## OVERVIEW OF M&V PLAN:

	M&V BASIS	DESCRIPTION
$\mathbf{\nabla}$	IPMVP / OPTION A	RETROFIT ISOLATION: KEY PARAMETER MEASUREMENT
	IPMVP / OPTION B	RETROFIT ISOLATION: ALL PARAMETER MEASUREMENT
	IPMVP / OPTION C	WHOLE FACILITY (UTILITY BILL COMPARISON)
	IPMVP / OPTION D	CALIBRATED SIMULATION
	IPMVP / N/A	OPERATIONAL VERIFICATION
	N/A	STIPULATED SAVINGS

The intent of this FIM is to replace existing water meters with new composite meters with Hot Rod transmitters to recover revenue through improved meter accuracy and to eliminate the meter reading cost. The location of the water meters are listed in the water meter inventory provided by the City's billing software.

### GENERAL DESCRIPTION OF M&V PROCESS:

During the Investment Grade Audit, ASG performed a water meter accuracy testing for a sample of the water meters. After the replacement, ASG will test the meter accuracy for the same accounts tested during the Investment Grade Audit. Measured values will be used to update the calculations of *Energy Consumption Savings* for this FIM. All other non-measured variables will be stipulated.

### BASELINE M&V ACTIVITIES:

ASG performed one-time, pre-replacement, instantaneous meter accuracy measurements on a sample of meters. Meter testing consisted of documenting the existing water meter types, age, and accuracy at high, medium and low flow for each meter tested.

### **RETROFIT M&V ACTIVITIES:**

ASG will perform one-time instantaneous water meter accuracy measurements on new meters at the locations that were sampled to establish the baseline. Measurements will be performed prior to the new meters being installed and will be performed at the location provided by the city. The owner, or designated agent, will have the opportunity to witness the post-installation M&V activities. Billed water and sewer CCF will be stipulated. At the end of the first year, ASG will review billing system reports to confirm sampled meters are functioning properly (ie: no fault codes or significantly faulty readings).

### BASELINE ADJUSTMENTS:

Baseline water and sewer CCF identified in this Energy Services Proposal will be used to calculate the recovered CCF throughout the guarantee period(s).



# CALCULATION METHODOLOGY:

The post-retrofit *Energy Consumption Savings* (revenue recovery) will be calculated based on two factors: 1) post-retrofit measured meter accuracy for meter categories identified in Section 2, 2) baseline billed water and sewer CCF. Adjustments will be made based on water and sewer usage at the City of Stevenson.

The measured accuracy will be used to update the values for post-retrofit CCF. The difference between the baseline CCF in the Energy Services Proposal and post-retrofit CCF using measured data, will become the *Energy Consumption Savings* (revenue recovery) for the FIM during guarantee term. To calculate the monetary revenue recovery, higher of the escalated rate identified in this section, or the actual rate during the guarantee period, will be used.

# PERFORMANCE PERIOD M&V ACTIVITIES:

There are no ongoing M&V activities required for this FIM. The results of the calculations using data from the one-time M&V activities will be a fixed constant throughout the Guarantee Term.

## **DELIVERABLES:**

ASG will provide to the customer a one-time report documenting the type and quantity of meters that were sampled, the results of the measurements, the type and accuracy of the tool used to perform the measurements (already provided to customer), and a reconciliation of *Verified Energy Consumption Savings* (revenue recovery) as measured to *Guaranteed Energy Consumption Savings* (revenue recovery) as set forth in this *Energy Services Proposal*.

## Annual M&V Fee

ASG proposes to guarantee the stipulated energy consumption savings (revenue recovery) resulting from the project for three years.

The cost of measurement and verification for three years is included in the price of the project.



# DEFINITIONS

Guarantee Period	The time period which will be used to calculate Verified Energy Savings for the project. For this project the Guarantee Period will be each twelve-month period during the Guarantee Term starting on the date of the Notice of Commencement of Energy Cost Savings.
Energy Consumption Savings	For each form of energy (including other utilities such as water or sewer usage) during Guarantee Periods within the Guarantee Term, the difference between the Baseline Energy Consumption and the Energy Consumption actually incurred in that Guarantee Period as set forth in the Energy Services Proposal. Energy Consumption Savings are calculated in units of consumption (e.g. kWh, kW demand, therms, gallons, etc.) in a Guarantee Period.
Energy Cost Savings	For each form of energy (including other utilities such as water or sewer usage) for each Guarantee Period during the guarantee term, the Energy Consumption Savings times the cost per unit of consumption for the Guarantee Period, as set forth in the Energy Services Proposal.
Guaranteed Energy Savings	The sum total, for all FIMs included in the project, of Energy Consumption Savings as set forth in the Energy Services Proposal.
Verified Energy Savings	The sum total, for all FIMs included in the project, of Energy Consumption Savings in each Guarantee Period.
Guarantee Term	The period of time during which M&V activities will occur and the energy savings will be guaranteed. If the guarantee term is not extended beyond what is proposed in the Energy Services Proposal then the Guaranteed Energy Savings will be stipulated to be those listed as the Guaranteed Energy Savings as set forth in the Energy Services Proposal.
	The Guarantee Term will commence on the first day of the month following the date and month of substantial completion, verification and ASG acceptance date of all (the last) project(s) to be implemented and will continue through the duration of the M&V Services under contract, subject to earlier termination as provided in the Energy Services Proposal. Guarantee Term is only effective with M&V contract and ASG receipts for same.
O&M Savings	Operations and Maintenance cost savings. These additional stipulated cost savings are achieved as benefits of the project and are not included in the Guaranteed Energy Savings.
Savings Shortfall	The amount by which the Guaranteed Energy Savings exceed the Verified Energy Savings in a Guarantee Period.
Savings Surplus	The amount by which the Verified Energy Savings exceed the Guaranteed Energy Savings in a Guarantee Period.



# **SECTION 5: CONSTRUCTION PROCESS**

Apollo Solutions Group is able to guarantee the cost of this ESPC project by acting as the general contractor to manage the installation and implementation of the FIMs. The project management approach is sitespecific for the City of Stevenson and is described in this section of the Energy Services Proposal.



# WORKING CONDITIONS AND SITE LOGISTICS

# Daily Work Schedules:

ASG plans for all work to be completed during normal business hours, Monday through Friday 7am to 5pm for most construction activities. Work hours outside of this time may be required for special outages associated with the installation of new water meters in some commercial establishments.

## Site Logistics:

A detailed site logistics plan will be prepared for each Facility Measure in conjunction with the City of Stevenson staff that will include designated parking areas for ASG and associated subcontractors in the vicinity of the work as well as a site laydown area for site trailers and storage. A detailed phasing plan would be created for the water meter replacement efforts that would allow for detailed coordination with the customers and city staff.

## Statutory Apprenticeship Requirements:

Each of the subcontractors working on the project has confirmed that they participate in an apprenticeship program that meets the requirements of the State Prevailing Wage Act per RCW 39.12.021. Workers registered with the WSATC are entitled to the prevailing wage rates for an apprentice of that trade. If the worker is not registered they will be paid the full journey-level wage rate. Additionally, each subcontractor will comply with the requirements of RCW 39.04.320.

### CONSTRUCTION SEQUENCING

# FIM- 01 Lighting Upgrade

The scope of work is to retrofit interior lighting at the City Hall and the Water Treatment Plant. This work will occur concurrently with the water meter replacements. This work will require approximately 35 working days.

## FIM- 02 Water Meter Replacement

The major portion of the water meters within the city will be replaced with new "radio" read equipped meters. Close coordination will be required not only with city personnel but with the individual water customers. Advanced notice will be sent out with the schedule dates for when the



meters will be replaced in each area as well as providing the necessary details on what the customer should expect. The outage for the typical customer should be limited to less than an hour under typical circumstances. This work will require approximately 70 working days.

# **Project Schedule:**

A summary project schedule for completing this work is attached. A detailed project schedule will be prepared in cooperation with the City of Stevenson staff to ensure minimial impacts to their operations. This detailed schedule will be use to track progress of the construction activities during the duration of the project. Table 5-1 provides a simplified timeframe for major project milestones.

Table 5-1			
Timeline			
Acceptance of Energy Services Proposal	12/2018		
Notification of Award	6/2019		
Notice to Proceed to Design-Build	1/2020		
Substantial Completion of Construction	6/2020		
Commencement of Energy Savings	6/2020		

## Apollo Solutions Group:

ASG will provide all required engineering, design review, construction management, on-site supervision, commissioning, and training of facility personnel on new equipment.

### Warranty:

Work performed as part of this Energy Services Proposal will be provided with a one-year parts and labor warranty starting on the date of beneficial use of the equipment installed.



### Diverse Business Goals:

ASG has established the following diverse business participation goals for this project in the table below. ASG is a minority owned business. Multiple subcontractors will perform work on this project. The selection has been made based upon their cost, availability and high quality of work. The table below shows the percentages contributed to the State Certification Categories.

State Certification Categories	Percentages from the Amendment to MESA	Percentages for Construction	Percentages for Professional Services
Minority-owned	12%	2%	2%
Business			
Woman-owned Business	8%	0%	0%
Veteran-owned Business	5%	0%	0%
Small/mini/micro	5%	0%	0%
Buisness			



# **SECTION 6: PROJECT FINANCIALS**

Apollo Solutions Group has developed, by way of the IGA, the Guaranteed Maximum Construction Cost and Guaranteed Energy Cost Savings for implementing the FIMs described in this Energy Services Proposal. The project cost and project fulfillment of the cost effectiveness criteria is described in this section of the Energy Services Proposal.

### **PROJECT COST**

As an ESPC project developed through the State of Washington Department of Enterprise (DES) Services process, the cost to the City of Stevenson is presented as a Guaranteed Maximum Construction Cost and as a Total Project Cost. ASG has presented the breakdown of project costs in Table 6-1 according to the State of Washington DES's open book pricing format.

### **Guaranteed Maximum Construction Cost:**

The Guaranteed Maximum Construction Cost (GMAX) includes the Investment Grade Audit Fee, professional design fees, construction management fees, contingency on the construction cost, and construction material and labor costs – including payment and performance bond.

### Total Project Cost:

The Total Project Cost includes the sales tax on all components plus miscellaneous fees (EG: State of Washington Department of Enterprise Services project management fee), as applicable. These additional costs are not guaranteed by ASG but are included in the Total Project Cost to establish overall project cost effectiveness.



Table 6-1			
OPEN BOOK PROJECT COST SUMMARY			
City of Stevenson			
	TOTAL		
CONSTRUCTION COSTS			
Direct Subcontracted Costs	\$346,304		
ASG On-Site Services (Supervision, etc.)	\$27,387		
Misc. Direct Costs	\$0		
SUB-TOTAL CONSTRUCTION COSTS	\$373,691		
Performance Bond	\$5,381		
TOTAL DIRECT CONSTRUCTION COSTS	\$379,072		
ESCO FEES			
Audit Fee	\$49,394		
Design Engineering	\$34,630		
Construction and Project Administration	\$20,778		
Overhead	\$34,630		
Profit	\$27,704		
TOTAL ESCO FEES	\$167,136		
OTHER COSTS			
Project Contingency	\$12,372		
Construction Interest	\$0		
ASG Year 1 M&V	\$3,763		
ASG Year 2 M&V	\$3,876		
ASG Year 3 M&V	\$3,993		
TOTAL OTHER COSTS	\$24,004		
TOTAL GUARANTEED CONSTRUCTION & ESCO COSTS	\$570,212		
NON-GUARANTEED COSTS			
Misc. Costs:	\$0		
Tax - Construction and Professional Svcs	\$42,954		
Washington DES Project Mgmt Fee	\$36,500		
TOTAL NON-GUARANTEED COSTS	\$79,454		
TOTAL MAXIMUM PROJECT COST	\$649,666		



# Financials

# City of Stevenson Source of Funds

The proposed improvements will be funded by third party financing, ASG will receive the notice to proceed to design within two weeks of the Energy Services Proposal being accepted by the City of Stevenson and Department of Enterprise Services. Thereafter, construction will proceed and ASG will invoice the City of Stevenson for its costs according to the master services agreement.

# **Utility Rebates & Grant**

The utility incentives are not available for the selected project and are not included in the financials of this project

### ESCO COMPENSATION

ASG shall be compensated via monthly progress billings paid in accordance with the terms outlined in the State of Washington's Master Energy Services Agreement. The first payment shall include the cost of the ASG audit fee as outlined in the IGA agreement with DES.

## EQUIPMENT TITLE

After installation and payment, the City of Stevenson will have ownership of all installed equipment.

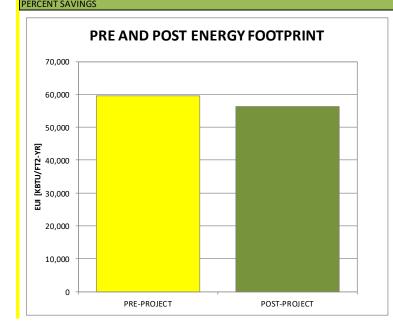
# **FIM SUMMARY**

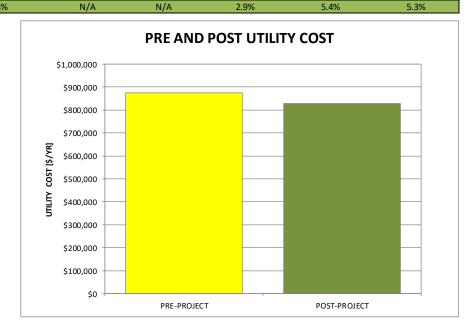
## FACILITY IMPROVEMENT MEASURES SUMMARY

City of Stevenson

ROW	FIM ID	FIM DESCRIPTION	PROJECT PRICE	UTILITY INCENTIVES [\$]	TOTAL ANNUAL COST SAVINGS	SIMPLE PAYBACK BEFORE INCENTIVES	MODIFIED PAYBACK AFTER INCENTIVES	ANNUAL ELECTRICITY SAVINGS [KWH/YR]	ANNUAL FUEL 1 SAVINGS	ANNUAL FUEL 2 SAVINGS	ANNUAL WATER SAVINGS [KGAL/YR]	GUARANTEED ANNUAL UTILITY COST SAVINGS [\$/YR]			
1	1	Lighting (City Hall & Wastewater Treatment Plant)	\$21,349	\$0	\$1,038	20.6	20.6	8,864	0	0	0	\$1,038	\$0	6	1
2	2	Kamstrup AMR + (Water Metering)	\$628,317	\$0	\$72,714	13.7	8.6	0	0	0	292,760	\$45,934	\$26,780	0	0
			\$649,666	\$0	\$73,752	8.8	8.8	8,864	0	0	292,760	\$46,972	\$26,780	6	1

UTILITY SAVINGS SUMMARY FOR ALL FACILITIES INCLUDED IN THE PROJECT						
	FLOOR AREA	ELECTRICITY USAGE	FUEL 1 USAGE	FUEL 2 USAGE	WATER USAGE	UTILITY COST
	[FT2]	[kWh/yr]	[Therm/yr]	-	[CF/yr]	[\$/YR]
PRE-PROJECT	9,500	165,720	0	0	10,160,008	\$874,675
POST-PROJECT	9,500	156,856	0	0	9,867,248	\$827,703
		E 20/	NI / A	NI / A	2.00/	E 40/





EUI [BTU/FT2-YR] 59,537 56,352



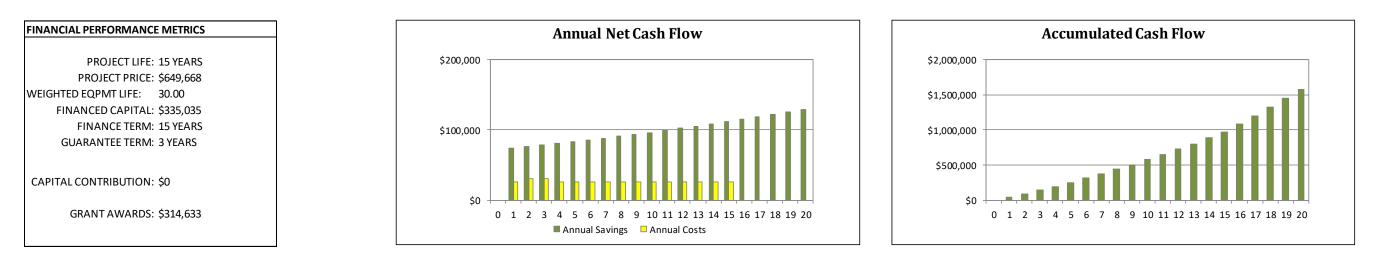


# **20-YEAR CASH FLOW**

# **20 YEAR CASH FLOW SUMMARY**

City of Stevenson GMAX

Α	В	С	D	E	F=B+C+D+E	G	Н	I=G+H	J=F-I	К
PROJECT YEAR		O&M SAVINGS					PERFORMANCE	ANNUAL COSTS	ANNUAL CASH FLOW	ACCUMULATED CASH
							ASSURANCE 🔽			FLOW 🔽
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$46,972	\$26,780	\$0	\$0	\$73,752	\$26,319	\$0	\$26,319	\$47,433	\$47,433
2	\$48,381	\$27,583	\$0	\$0	\$75,965	\$26,319	\$3,876	\$30,195	\$45,770	\$93,203
3	\$49,833	\$28,411	\$0	\$0	\$78,244	\$26,319	\$3,993	\$30,311	\$47,932	\$141,135
4	\$51,328	\$29,263	\$0	\$0	\$80,591	\$26,319	\$0	\$26,319	\$54,272	\$195,407
5	\$52,867	\$30,141	\$0	\$0	\$83,009	\$26,319	\$0	\$26,319	\$56,690	\$252,097
6	\$54,454	\$31,045	\$0	\$0	\$85,499	\$26,319	\$0	\$26,319	\$59,180	\$311,277
7	\$56,087	\$31,977	\$0	\$0	\$88,064	\$26,319	\$0	\$26,319	\$61,745	\$373,023
8	\$57,770	\$32,936	\$0	\$0	\$90,706	\$26,319	\$0	\$26,319	\$64,387	\$437,410
9	\$59,503	\$33,924	\$0	\$0	\$93,427	\$26,319	\$0	\$26,319	\$67,108	\$504,518
10	\$61,288	\$34,942	\$0	\$0	\$96,230	\$26,319	\$0	\$26,319	\$69,911	\$574,429
11	\$63,127	\$35,990	\$0	\$0	\$99,117	\$26,319	\$0	\$26,319	\$72,798	\$647,227
12	\$65,020	\$37,070	\$0	\$0	\$102,090	\$26,319	\$0	\$26,319	\$75,771	\$722,998
13	\$66,971	\$38,182	\$0	\$0	\$105,153	\$26,319	\$0	\$26,319	\$78,834	\$801,832
14	\$68,980	\$39,327	\$0	\$0	\$108,307	\$26,319	\$0	\$26,319	\$81,989	\$883,821
15	\$71,049	\$40,507	\$0	\$0	\$111,557	\$26,319	\$0	\$26,319	\$85,238	\$969,059
16	\$73,181	\$41,722	\$0	\$0	\$114,903	\$0	\$0	\$0	\$114,903	\$1,083,962
17	\$75,376	\$42,974	\$0	\$0	\$118,350	\$0	\$0	\$0	\$118,350	\$1,202,313
18	\$77,638	\$44,263	\$0	\$0	\$121,901	\$0	\$0	\$0	\$121,901	\$1,324,214
19	\$79,967	\$45,591	\$0	\$0	\$125,558	\$0	\$O	\$0	\$125,558	\$1,449,772
20	\$82,366	\$46,959	\$0	\$0	\$129,325	\$0	\$0	\$0	\$129,325	\$1,579,096
Total	\$1,262,157	\$719,589	\$0	\$0	\$1,981,746	\$394,780	\$7,869	\$402,649	\$1,579,096	







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# **APPENDIX A: LIGHTING SURVEY**

Provided in Digital Format

# **APPENDIX B: WATER METER INVENTORY**

Provided in Digital Format

# **APPENDIX C: WATER METER TESTING RESULTS**

Provided in Digital Format

# **APPENDIX D: BUY AMERICAN PROVISION**

The lighting materials and water meters that are going to be installed in this project will be manufactured in the United States of America.

# **APPENDIX E: DAVIS BACON PROVISION**

All contractors will adhere to Davis Bacon prevailing wages for the labor component in this project.

# **APPENDIX F: WATER SAVINGS CALCULATIONS**

Provided in Digital Format



### STATE OF WASHINGTON

# DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501 PO Box 41476, Olympia, WA 98504-1476

February 18, 2020

TO:	Leana Johnson, City of Stevenson
FROM:	Veronica Sharp, Contracts Specialist, (360) 407-8032
RE	Agreement No. 2018-784 A (1), Amendment No. 1 Agreement No. 2018-784 B (2) – Measurement & Verification Contract No. 2018-784 G (1-1) AMR Water Meters and LED Lighting

IAA No. K4989

Apollo Solutions Group

SUBJECT: Funding Approval

The Dept. of Enterprise Services (DES), Energy Program, requires funding approval for the above referenced contract documents. The amount required is as follows (see page 2 for funding detail):

ESCO Professional Services Total	\$ 130,611.47
ESCO Measurement and Verification Total	\$ 12,527.66
ESCO Construction Total	\$ 420,632.87
DES Energy Program Project Management Services Total (IAA)	\$ 36,500.00
Total Funding	\$ 600,272.00

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the DES Energy Program that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project

By\_

Name / Title

Date

Please sign and return this form to E&AS. If you have any questions, please call me.

Agreement No. 2018-784 A (1), Amendment No. 1 Agreement No. 2018-784 B (2) – Measurement & Verification Contract No. 2018-784 G (1-1)

Funding Approval Detail

ESCO Professional Services	
Energy Audit and Energy Services Proposal	\$ 49,394.00
*Audit & Energy Services Proposal from Authorization 2018-784 A (1)	\$ (49,394.00)
Design and Implementation of Energy Conservation Measures	\$ 117,742.00
Sales Tax (7.7%)	\$ 12,869.47
Total	\$ 130,611.47
ESCO Measurement and Verification	
First Year Measurement & Verification	\$ 3,763.00
Years 2 and 3 Measurement & Verification	\$ 7,869.00
Sales Tax (7.7%)	\$ 895.66
Total	\$ 12,527.66
ESCO Construction	
ESCO Contract Amount	\$ 379,072.00
Sales Tax (7.7%)	\$ 29,188.54
Contingency Amount (with Tax)	\$ 12,372.33
Total	\$ 420,632.87
DES Energy Program Project Management Services	
Project Management Fee from IAA No. K4989, Amendment No. 1	\$ 36,500.00
Total	\$ 36,500.00

Note: Items and dollar values shown in a lighter color shade have been approved via previous funding authorizations and are shown for informational purposes only.

2018784Aamd1BagrGcontIAAamd1fundvs

State of Washington ENERGY PROGRAM	INTERAGENCY AMENDMENT				
Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	IAA No.: Project No. Amendment No.	2018-784			
<b>CITY OF STEVENSON</b> 7121 E. Loop Rd., PO Box 371 Stevenson, WA 98648	Date:	February 18, 2020			

# INTERAGENCY AMENDMENT Between

### CITY OF STEVENSON

### And

### WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

The parties to this Amendment, the Department of Enterprise Services, Energy Program, hereinafter referred to as "DES", and City of Stevenson, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

The purpose of this Amendment is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

- 1. TERM. The term of the agreement commences January 10, 2018, and ending on December 31, 2024, unless altered or amended as provided herein.
- 2. STATEMENT OF WORK; COMPENSATION. Energy Program shall provide the following services, for the following compensation, to Client Agency.
  - a. SERVICES: DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

### 2a.1 AMR Water Meters and LED Lighting outlined in the Apollo Solutions Group Energy Services Proposal dated January 16, 2020.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

- b. COMPENSATION. Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.
  - i. Project Management Services (Attachment A): For Project Management Services provided by DES, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".
  - ii. Termination Fee: If the CLIENT AGENCY after authorizing an investment grade audit and Energy Services Proposal, decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).
  - iii. Measurement & Verification Services (Attachment C): If measurement and verification services beyond the first three years following the Notice of Commencement of Energy Services are requested by the CLIENT AGENCY, and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year that monitoring and verification services are provided.
- c. PAYMENT OF ESCO SERVICES. Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, recommended approval, and sent the invoices to the CLIENT AGENCY for payment.

# 2c.1 Energy Project Management Fee for the work described in Section 2a.1 is \$36,500.00. Anticipated billing date for this Amendment is November 1, 2020.

### The new total Agreement value is \$36,500.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B" of the Agreement to reflect the current DES project management fees. A new Attachment "B-1" is included with this Amendment.

Sections d. through e. terms and conditions of the original Agreement remain in full force and effect.

### 3. INVOICES; BILLING.

a. BILLING PROCEDURE. Energy Program shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within 60 days of the expiration or termination of this Agreement.

- b. PAYMENT PROCEDURE. The CLIENT AGENCY shall pay all invoices received from the Energy Program within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.
- c. BILLING DETAIL. Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
  - The date(s) such services were provided
  - Brief description of the services provided
  - Total invoice amount
- d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

### **City of Stevenson**

### Department of Enterprise Services Energy Program

Title	Date

Roger A. Wigfield, PE	
Energy Program Manager	
Title	Date

K4989IAAamd1vs

# ATTACHMENT A – OF WORK

Energy/Utility Conservation Projects

### **PROJECT MANAGEMENT SERVICES**

### Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

- 1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
- 2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
- 3. Negotiate scope of work and fee for ESCO audit of the facility(s).
- 4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
- 5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
- 6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
- 7. Provide assistance during the design, construction and commissioning processes.
- 8. Review and recommend approval of the ESCO's invoice vouchers for payment.
- 9. Assist with final project acceptance.
- 10. Provide other services as required to complete a successful energy performance contract.

# **ATTACHMENT B-1 - Fee Schedule**

**2019-21** Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

	PROJECT	
TOTAL PROJECT VALUE	MANAGEMENT FEE	<b>TERMINATION</b>
5,000,0016,000,000		25,700
4,000,0015,000,000	67,700	25,400
3,000,0014,000,000	66,700	25,000
2,000,0013,000,000		23,400
1,500,0012,000,000	58,300	21,800
1,000,0011,500,000	51,600	19,300
900,001 1,000,000	43,800	16,400
800,001900,000	41,300	15,400
700,001800,000		14,400
600,001700,000		13,700
500,001600,000		12,600
400,001500,000		11,300
300,001400,000		
200,001		7,700
100,001200,000	14,400	5,400
50,001100,000		3,500
20,00150,000	4,200	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum DES termination fee is \$25,700.

- 1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
- 2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and energy service proposal. No termination fee will be charged unless the CLIENT AGENCY decides not to proceed to construction based on an energy services proposal that identifies projects that met the CLIENT AGENCY'S cost effectiveness criteria.
- 3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
- 4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

# ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

### **MEASUREMENT & VERIFICATION SERVICES**

### Statewide Energy Performance Contracting Program

If requested DES will provide the following measurement and verification services following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

- 1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and recommend approval of any ESCO invoice vouchers for payment by the Client Agency.
- 2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
- 3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.

### 20<u>1920</u> APPOINTMENTS (as approved by Council)

MAYOR PRO TEM:	Robert Muth
----------------	-------------

PLANNING COMMISSION (6	Year Terms)

lind dominibility (0 real	101110)	
Position No. 1	Valerie Hoy-Rhodehamel	2023
Position No. 2	Shawn Van Pelt	2023
Position No. 3	Karen Ashley	2021
Position No. 4	Auguste Zettler	2021
Position No. 5	Jeff Breckel	2023

#### BOARD OF ADJUSTMENTS (3 Year Terms)

(Ensures that the City's land use and development regulations are applied in a fair and consistent manner by hearing and deciding appeals of administrative actions made pursuant to the City's land use and development regulations and by hearing and deciding variance proposals for projects within the City)

Rocky Cowart<u>Ed Feely</u> Dan McGill Marilyn Butler Mary Repar Bradlee Seehafer 12/<del>18/21</del> 12/<del>1922</del> 12/<del>1922</del> 12/21 12/<del>1922</del>

#### BOARD OF APPEALS (1 Year Terms)

(Hears appeals related to action taken by the building official under provisions of the constructions codes).

,	Jason Ledesma	12/ <del>19-20</del>
	Jim Joseph	12/ <del>19</del> 20
	Pat Price	12/ <del>19_<u>20</u></del>
	Mark Peterson	12/ <del>19_<u>20</u></del>
	Martin Hecht	12/ <del>18-<u>20</u></del>

#### EX-OFFICIO PLANNING COMMISSION

(non-voting position, except Mayor does legally authorize this appointment to have the power to vote for quorum issues as discussed by ordinance and outlined in RCW). Paul Spencer, with David Bennett as alternate.

#### COUNCIL & STAFF COMMITTEE/BOARD APPOINTMENTS

The following organizations need representatives from the City to serve on their respective boards.

#### CITY OF STEVENSON FIRE DEPARTMENT

- Meets locally every Monday at the fire hall at 7:00 PM.
- Fire Chief Rob Farris (elected by the fire department members)
- City Staff contact Gordon Rosander (fire department volunteer, asst to Chief)

#### CITY OF STEVENSON VOLUNTEER FIREMEN'S BOARD

- Meets on an as needed basis locally; membership set by RCW.
- Established to deal with accident claims.
- Mayor (Scott Anderson), Fire Chief (Rob Farris), City Administrator (Leana Kinley) and Councilmember Amy Weissfeld currently serving,

#### EMERGENCY SERVICE COMPENSATION BOARD

- By statute the Mayor and one council member must serve.
- Meets on an as-needed basis to deal with claims. (Has never met).
- Mayor Scott Anderson and Councilmember Robert Muth currently serving.

#### SKAMANIA COUNTY EMERGENCY MANAGEMENT VOLUNTEER ORGANIZATION

- Meets bimonthly in the evenings.
- Coordinates various emergency management groups.
- Fire Chief Rob Farris currently serving with Gordon Rosander as alternate.

#### MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

- Meetings quarterly on various days of the month at 4:00 PM. Typically, meetings take place on the third Thursday of the month, conflicting with Stevenson council meetings.
- Appointment is joint with the City of North Bonneville for two-year terms that expire even numbered years.
- Deals with regional economic development, approves loans to small businesses, and deals with Federal Economic Development Administration.
- Stevenson City Administrator Leana Kinley currently appointed.

#### SKAMANIA COUNTY ECONOMIC DEVELOPMENT COUNCIL

- Meets monthly at 8:30 A.M. on 2<sup>nd</sup> Thursday of the month in Stevenson.
- Twelve-member board with rotating appointments of 2 years.
- The EDC's mission is to coordinate agencies dealing with business and industrial development and actively recruit new industry and business into the community.
- Amy Weissfeld serving for 2019/2020 with Paul Hendricks as alternate.

#### STEVENSON BUSINESS ASSOCIATION

- Meets the first Tuesday of the month @ 8:00 am @ the Chamber Office.
- Coordinates businesses, updates retail businesses, sponsors trainings, develops tourism promotional material, sponsors festivals & events.
- Leana Kinley currently serving.

#### STEVENSON DOWNTOWN ASSOCIATION

- Meets the second Tuesday of the month @ 6:00 pm @ the Chamber Office.
- Works to create a vibrant downtown with a focus on economic and community prosperity, historic preservation and connection to the Columbia River waterfront.
- Scott Anderson currently serving.

#### SKAMANIA COUNTY CHAMBER OF COMMERCE

- Meets every 1<sup>st</sup> Thursday at 11:30 AM in Stevenson. Lunch is provided. Includes a four-hour Board Retreat in the fall.
- Coordinates the promotion of tourism within the County.
- Leana KinleyAnnie McHale currently serving.

#### SKAMANIA COUNTY FAIR BOARD

- Meets on the second Wednesday of the month @ 7:00 pm. at Rock Creek Center.
- Coordinates and sponsors county fair.
- 2-year appointments.
- Eric Hansen serving for 2019/2020

#### SOUTHWEST WASHINGTON CLEAN AIR AGENCY

- Afternoon meetings on the first Tuesday (@3:00 pm) of each month in Vancouver.
- Deals with enforcement & implementation of Clean Air Act.
- Annual joint appointments from City of North Bonneville and Stevenson.
- Ben Shumaker currently serving.

#### SKAMANIA COUNTY SOLID WASTE ADVISORY BOARD

- Meets on as needed basis (~two times per year) at noon during the day.
- Appointments are annual.
- Deals with solid waste and garbage related nuisance issues.
- Eric Hansen-serving for 2019.

#### SKAMANIA COUNTY REGIONAL TRANSPORTATION BOARD

- Meets during the afternoon of the 1<sup>st</sup> Wednesday of each month.
- Deals with the coordination of transportation planning regionally and reviews some Federal funding disbursements.
- Ben Shumaker currently serving with <u>Eric HansenKarl Russell</u> as alternate.

#### SKAMANIA COUNTY LAW AND JUSTICE COUNCIL

- Mandated committee to establish a law and justice plan for the Skamania County community. Board membership is statutorily set.
- Appointment is annual, representing both city's courts
- Meets as needed, during the day.
- Carla Cosentino currently representing the Cities (will need new appointment for 2019).

#### SKAMANIA COUNTY DISABILITIES BOARD

- Meets locally on an as-need basis.
- Joint City appointment with City of North Bonneville
- Responsible for reviewing injury claims that are job related.
- Deanna Adams North Bonneville representative currently serving.

#### KLICKITAT-SKAMANIA UTILITIES COORDINATING COUNCIL

- Meets every other month in White Salmon during the day.
- Responsible for coordinating underground utilities.
- Eric HansenKarl Russell currently serving.

#### COMMUNITY ACTION TEAM

- Meets on a quarterly basis.
- Sets priorities for community development projects for statewide grant prioritization.
- Leana Kinley currently serving with Amy Weissfeld as Alternate.

#### SKAMANIA COUNTY BOUNDARY REVIEW BOARD

- Meets on an as needed basis.
- Debi Van Camp serves as staff person.
- Mary Repar appointed for 2017-2020

#### TOURISM ADVISORY COMMITTEE

This committee meets at least once a year to recommend Hotel/Motel awards to City Council. Membership is set by RCW and must have two members who pay the motel/hotel tax and two members who receive funding from the tourism tax.

- -Skamania Chamber Director (<del>Casey Roeder<u>Angie Waiss</u>)</del>
- -Stevenson Downtown Association Representative (Joe Schlick)
- -Skamania Lodge (Ken Daugherty)
- -Columbia Riverside Lodge (Angus Ruck)
- -Council Member (Amy Weissfeld)
- -City Administrator (Leana Kinley)

#### BROADBAND ADVISORY COMMITTEE (New committee established for 2016)

- Will meet on a quarterly basis.
- Scott Anderson has volunteered to be part of this committee.
- Council established committee with Scott Anderson, Paul Hendricks, Mary Repar, and one service provider representative.

#### SKAMANIA COUNTY HOMELESS COUNCIL

- Meets monthly on the Third Wednesday at 1pm in the Hegewald Center.
- Leana KinleyMatthew Knudsen currently serving

Ad Hoc and Temporary Committees Appointments are on the following page.

**Commented [LJ1]:** Waiting for information from County regarding the Council's process for appointment.

#### AD HOC & TEMPORARY COMMITTEE APPOINTMENTS

(These are short term, special focus committees that will terminate with project completion.)

#### STEVENSON PUBLIC ART COMMITTEE (Functions as needed – whenever funding for projects

becomes available)

- -Marilyn Bolles -Bill Yee -Mark McCormick -Mara Reynolds
- -Pat Hood
- -Laura Buchan
- -Leana Kinley
- -Amy Weissfeld

#### WATER INVENTORY RESOURCE INVENTORY AREA (WRIA)

This committee was created as part of a state water plan update. Stevenson is in section #29A. The other representatives on this committee consist of Skamania County, Skamania PUD and the Yakama Nation. Stevenson is on the committee as the largest city in the county. It meets as needed to assist with policy updates or to support a specific project.

-Ben Shumaker

-Leana Kinley (alt)

#### SWIM TEAM

The SWIM (Stevenson Wellness Improvement & Maintenance) team consists of 3 members: one rotational and two permanent. In addition, a Councilmember will be appointed by City Council and the City Administrator will serve as an ex officio member.

Candace Ford	No expiration
Ben Shumaker	No expiration
<del>Tyson Schupbach</del>	2019 & 2020 (2-year term for the rotational member)
Leana Kinley (ex officio)	No expiration
Robert Muth	2018 (Appointed annually by City Council)

Shoreline Local Advisory Committee - Ad Hoc

Ben Shumaker, Gerald Doblie, Eran & Gloria Howell, Joe Birkenfeld, Brian Birkenfeld, Bernard Versari (Kristi Versari alt), Tim Todd, Ken Wieman, Paul Hendricks, Planning Commission, Mary Repar, Pat Albaugh

STEVENSON CARSON SCHOOL DISTRICT LONG RANGE FACILITY PLANNING COMMITTEE This committee meets from 6:30-8:30 pm on Tuesdays throughout the year depending on project status. More information on agendas and schedules can be found on the school district website. -Ben Shumaker currently representing the City.

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City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: City CouncilFrom: Leana Kinley, City AdministratorRE: Fees for Electronic RecordsMeeting Date: January 16, 2020

### Executive Summary:

The state legislature revised the code to allow charging for electronic copies in 2017 provided there is a public hearing prior to adopting a fee schedule.

### **Overview of Items:**

There has been an increase in requests for public records, with most being for electronic rather than paper copies. There is a cost associated with providing electronic records, outside of staff time. The city is billed for each scan and pays a service fee for electronic storage. Due to staff constraints, it is an undue burden to calculate out those costs to come up with a fee schedule for Stevenson. The state allows the adoption of the statutory fee schedule, which are rates set by the state, for records. A summary of costs for copies under the Public Records Act is attached.

While there would be additional staff time in calculating the costs for the records, it is difficult to determine how much additional time it would take and whether or not it is worth charging the fees.

### **Action Needed:**

Staff direction on whether or not to move forward with drafting a resolution and holding a Public Hearing to adopt fees for electronic records requests.

AG				WS OF 2017)							
CHARGING	AGENCY OPTIONS PURSUANT TO <u>EHB 1595</u> (CHAP. 304, LAWS OF 2017) Effective July 23, 2017; Summary Only – See Statutes for Details										
	CHARGING	CHARGING	CHARGING	CHARGING FOR	WAIVING						
ACTUAL	STATUTORY	ALTERNATIVE	<b>PURSUANT TO</b>	CUSTOMIZED	CHARGES						
COSTS	DEFAULT FEES	FLAT FEE	ALTERNATIVE FEE	ACCESS SERVICE	(FEES)						
20313			ARRANGEMENT								
-				-							
Agency can charge its	Agency can assess	Agency can charge	Agency can do an	Agency can charge	Agency can						
actual costs directly	costs per the statutory	alternative flat fee of	alternative fee	up to actual costs	waive charges						
incident to copying	fee schedule:	up to \$2 for a request	arrangement, or in	for providing	(fees).						
<ul><li>including:</li><li>Paper and per page cost for</li></ul>	<ul><li>15 cents/page paper</li><li>10 cents/page scanned</li></ul>	(rather than actual costs or default fees).	response to voluminous or	customized access services.							
use of agency copying	into electronic format	costs of default lees).	frequently occurring	services.							
equipment	<ul> <li>5 cents/4 files or</li> </ul>		requests.								
Electronic production or file	attachments and		requests.								
transfer of the record	provided by electronic										
<ul> <li>Use of any cloud-based</li> </ul>	delivery										
data storage and	<ul> <li>10 cents/gigabyte of electronic records</li> </ul>										
<ul><li>processing service</li><li>Costs directly incident to</li></ul>	transmission										
shipping including postage	<ul> <li>Actual costs of storage</li> </ul>										
or delivery charges and cost	media, container,										
of container or envelope	envelope;										
<ul> <li>Costs of transmitting the</li> </ul>	postage/delivery										
records in electronic format	charge										
including the cost of any transmission charge and	<ul> <li>Charges can be combined if more than</li> </ul>										
use of any physical media	one type of charge										
device provided by agency.	applies.										
REQUIREMENTS:	REQUIREMENTS:	REQUIREMENTS:	<b>REQUIREMENT:</b>	REQUIREMENTS:	REQUIREMENT:						
(1) Agency must have a	(1) Agency must have a	(1) Agency must	Agency is to have a	(1) Agency estimates	Agency may						
statement of the factors	rule or regulation	reasonably estimate	contract,	that the request	waive charges						
and manner it used to	declaring the reasons	and document that	memorandum of	would require use of	(fees) pursuant						
determine actual costs.	calculating actual costs	the costs are clearly	understanding or	information	to its rules and						
Per page costs cannot	would be unduly	equal to or more	other agreement	technology expertise	regulations.						
exceed actual costs.	burdensome.	than \$2.	with the requester.	to prepare data							
(2) Can charge actual costs	(2) Use the most	(2) An additional flat		compilations, or							
in the statement only after	reasonable cost-	fee or statutory default fee cannot be		provide customized							
notice and a public hearing.	efficient method	assessed after first		electronic access services when such							
(3) Use the most	available at the agency as part of normal	installment (\$2 is the		compilations and							
reasonable cost-efficient	operations.	limit for the entire		customized access							
method available at the	(3) Cannot charge for	request).		services are not used							
agency as part of normal	records routinely	(3) Cannot charge for		by the agency for							
operations.	posted on website	records routinely		other purposes.							
(4) Cannot include staff	unless requester asks	posted on website		(2) Agency must give							
salaries, benefits or other	for copies through	unless requester asks		requester estimate							
general administrative or	other means.	for copies through		and other							
overhead unless directly		other means.		information. See							
related to actual costs of				statute.							
copying. Can include staff											
time to copy and send the											
records.											
(5) Cannot charge for											
records routinely posted											
on website unless											
name adapted and the second											
requester asks for copies											
through other means.	DOW 42 FC 420(2)(L)	DCM/	DOM 42 EC 420/4	DOW 42 EC 420(2)	DCW/						
	RCW 42.56.120(2)(b), (c) and (e)	RCW 42.56.120(2)(d) and	RCW 42.56.120(4)	RCW 42.56.120(3) and (4)	RCW 42.56.120(4)						

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# TREASURERS REPORT Fund Totals

01/01/2020 To: 01/31/2020

### City Of Stevenson MCAG #:

Time: 16:26:38 Date: 02/14/2020 Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	773,361.15	48,985.33	72,399.15	749,947.33	1,559.99	10,738.07	-18.40	762,226.99
010 General Reserve Fund	326,705.62	0.00		326,705.62	0.00	0.00	0.00	326,705.62
020 Fire Reserve Fund	1,483,593.47	0.00		1,483,593.47	0.00	0.00	0.00	1,483,593.47
100 Street Fund	306,418.36	22,184.53	15,996.30	312,606.59	128.40	843.47	-48.05	313,530.41
103 Tourism Promo & Develop Fund	710,294.51	33,979.95	541.84	743,732.62	8,000.00	45.99	-3.21	751,775.40
300 Capital Improvement Fund	135,656.42	2,793.69		138,450.11	0.00	0.00	0.00	138,450.11
309 Russell Ave	0.00	0.00	261.36	-261.36	0.00	0.00	0.00	-261.36
400 Water/Sewer Fund	677,699.54	143,166.38	69,242.96	751,622.96	0.00	3,887.33	-1,174.06	754,336.23
410 Wastewater System Upgrades	-119,857.70	0.00	1,184.15	-121,041.85	0.00	0.00	0.00	-121,041.85
500 Equipment Service Fund	139,248.98	8,754.97	11,477.43	136,526.52	0.00	218.77	-22.15	136,723.14
630 Stevenson Municipal Court	4,295.60	4,814.94	5,233.50	3,877.04	5,233.50	0.00	0.00	9,110.54
	4,437,415.95	264,679.79	176,336.69	4,525,759.05	14,921.89	15,733.63	-1,265.87	4,555,148.70

**Account Totals** 

City O MCA	Of Stevenson G #:	01/	01/01/2020 To: 01/31/2020					02/14/2020 2
Cash A	Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1 3 10 11 12	Checking Court Trust Umpqua Xpress Bill Pay Cash Drawer Petty Cash	1,599,962.22 9,738.88 56,815.96 100.00 400.00	542,966.88 4,814.94 21,200.29 0.00 0.00	478,667.40 5,233.50 0.00 0.00 0.00	1,664,261.70 9,320.32 78,016.25 100.00 400.00	-1,265.87 0.00 0.00 0.00 0.00	25,372.02 5,283.50 0.00 0.00 0.00	1,688,367.85 14,603.82 78,016.25 100.00 400.00
	Total Cash:	1,667,017.06	568,982.11	483,900.90	1,752,098.27	-1,265.87	30,655.52	1,781,487.92
Invest	ment Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5 6 8	LGIP US Bank Safekeeping CATV Trust	866,455.78 1,900,844.30 3,098.81	0.00 303,458.56 0.13	0.00 300,196.80 0.00	866,455.78 1,904,106.06 3,098.94	0.00 0.00 0.00	$0.00 \\ 0.00 \\ 0.00$	866,455.78 1,904,106.06 3,098.94
	Total Investments:	2,770,398.89	303,458.69	300,196.80	2,773,660.78	0.00	0.00	2,773,660.78
		4,437,415.95	872,440.80	784,097.70	4,525,759.05	-1,265.87	30,655.52	4,555,148.70

### **Fund Investments By Account**

### City Of Stevenson MCAG #:

01/01/2020 To: 01/31/2020

Time: 16:26:38 Date: 02/14/2020

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Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	202,159.61					202,159.61
100 000 Street Fund	25,777.77					25,777.77
103 000 Tourism Promo & Develop Fund	229,285.54					229,285.54
300 000 Capital Improvement Fund	6,218.85					6,218.85
400 000 Water/Sewer Fund	107,626.48					107,626.48
500 000 Equipment Service Fund	18,476.32					18,476.32
5 - LGIP	589,544.57	0.00	0.00			589,544.57
001 000 General Expense Fund	518,784.09	149,475.74		149,475.74	147,869.08	520,390.75
103 000 Tourism Promo & Develop Fund	316,030.68	91,056.99		91,056.99	90,078.25	317,009.42
300 000 Capital Improvement Fund	25,199.32	7,260.61		7,260.61	7,182.57	25,277.36
400 000 Water/Sewer Fund	183,117.95	52,761.25		52,761.25	52,194.14	183,685.06
500 000 Equipment Service Fund	10,078.78	2,903.97		2,903.97	2,872.76	10,109.99
6 - US Bank Safekeeping	1,053,210.82	303,458.56	0.00	303,458.56	300,196.80	1,056,472.58
001 000 General Expense Fund	3,098.81		0.13	0.13		3,098.94
8 - CATV Trust	3,098.81	0.00	0.13	0.13		3,098.94
-	1,645,854.20	303,458.56	0.13	303,458.69	300,196.80	1,649,116.09

### **Fund Investment Totals**

#### City Of Stevenson Time: 16:26:38 Date: MCAG #: 01/01/2020 To: 01/31/2020 Fund Totals: **Previous Balance** Purchases Interest Ttl Investments Liquidated 001 General Expense Fund 724,042.51 149,475.74 0.13 149,475.87 147,869.08 010 General Reserve Fund 020 Fire Reserve Fund 25,777.77 100 Street Fund 91,056.99 91,056.99 90,078.25 103 Tourism Promo & Develop Fund 545,316.22 300 Capital Improvement Fund 7,182.57 31,418.17 7,260.61 7,260.61 309 Russell Ave

400 Water/Sewer Fund

410 Wastewater System Upgrades

500 Equipment Service Fund

630 Stevenson Municipal Court

0.00 -261.36 290,744.43 52,761.25 52,761.25 52,194.14 291,311.54 460,311.42 0.00 -121,041.85 28,555.10 2,903.97 2,903.97 2,872.76 28,586.31 107,940.21 0.00 3,877.04 1,645,854.20 303,458.56 0.13 303,458.69 300,196.80 1,649,116.09 2,876,642.96

Ending fund balance (Page 1) - Investment balance = Available cash.

4,525,759.05

02/14/2020

24,298.03

326,705.62

286,828.82

197,437.66

106,953.90

1,483,593.47

4

Page:

0.00

0.00

725,649.30

25,777.77

546,294.96

31,496.21

Investment Bal Available Cash

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year	Trans#	Date	Туре	Acct#	War#	Vendor	Amount	Memo
2020		01/31/2020	Util Pay	1		Xpress Billpay		Xpress Import - CC - 01-30-2020daily_batch.csv
2020		01/31/2020	Util Pay	1			443.41	
2020	206	01/31/2020	Tr Rec	1		Rosander, Gordon L	319.38	January 2020 Medical Reimbursement
						Receipts Outstanding:	1,265.87	
2020	195	01/31/2020	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 01/31/2020 To 01/31/2020 - Disability; Pay Cycle(s) 01/31/2020 To 01/31/2020 - Life Insurance; Pay Cycle(s) 01/31/2020 To 01/31/2020 - Accident
2020	196	01/31/2020	Payroll	1	EFT	Department of Retirement Systems	13,196.02	Pay Cycle(s) 01/31/2020 To 01/31/2020 - PERS2; Pay Cycle(s) 01/31/2020 To 01/31/2020 - DCP
2019	635	04/29/2019	Payroll	1	13417	Skamania Branch Food Bank	138.14	• • • •
2019	629	04/29/2019	Payroll	1	13419	Stevenson Fire Association	69.07	
2019	889	08/22/2019	Claims	1	13800	C/O Kim O'Hara WSAPT	170.00	WSAPT Membership Dues
2019	2139	12/09/2019	Payroll	1	14020	Connor Black		2019 Volunteer FF Pay
2019	2147	12/09/2019	Payroll	1	14027	Sean M Hietpas	435.90	2019 Volunteer FF Pay
2019	2316	12/19/2019	Claims	1	14087	Skamania County Prosecutor	1,333.00	Dec 2019
2019	2470	12/31/2019	Claims	1		Skamania County Fair Board	8,000.00	TAC Funding For 2019 Gorgegrass
2019	2475	12/31/2019	Claims	1	14147	Skamania County Treasurer		Dec #2 2019 Remittance; 2019 Reimb. Reconciliation
2020	177	01/31/2020	Payroll	1	14188	Michael Beck	69.07	PP 01.01.20-01.31.20
2020	184	01/31/2020	Payroll	1	14189	Annie McHale	138.14	PP 01.01.20-01.31.20
2020	192	01/31/2020	Payroll	1	14191	Shawn B VanPelt	69.07	PP 01.01.20-01.31.20
2020	199	01/31/2020	Payroll	1	14192	City of Stevenson	319.38	Pay Cycle(s) 01/31/2020 To 01/31/2020 - City Payback
2020	200	01/31/2020	Payroll	1	14193	HRA VEBA Trust Contributions	450.00	Pay Cycle(s) 01/31/2020 To 01/31/2020 - HRA VEBA
2020	201	01/31/2020	Payroll	1	14194	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 01/31/2020 To 01/31/2020 - WA Child Support
2020	202	01/31/2020	Payroll	1	14195	WGAP Washington Gorge Action Program	207.21	Pay Cycle(s) 01/31/2020 To 01/31/2020 - Food Bank
							25,372.02	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2020	274	01/31/2020	Claims	3	1005	Stevenson Municipal Court	5,233.50	Jan Remittance - City Of Stevenson
						-	5,283.50	·
							30,655.52	310
Fund						Claims Pa	ayroll To	otal

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year Trans# Date Type Acct# War# Vendor			Amount Me
Fund	Claims	Payroll	Total
001 General Expense Fund	1,559.99	10,738.07	12,298.06
100 Street Fund	128.40	843.47	971.87
103 Tourism Promo & Develop Fund	8,000.00	45.99	8,045.99
400 Water/Sewer Fund	0.00	3,887.33	3,887.33
500 Equipment Service Fund	0.00	218.77	218.77
630 Stevenson Municipal Court	5,233.50	0.00	5,233.50
	14,921.89	15,733.63	30,655.52

**Signature Page** 

City Of Stevenson MCAG #:

01/01/2020 To: 01/31/2020

Time: 16:26:38 Date: 02/14/2020 Page: 7

We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:

=

\_ Signed:\_

City Administrator / Date

Deputy Clerk-Treasurer / Date

# TREASURERS REPORT Fund Totals

12/01/2019 To: 12/31/2019

### City Of Stevenson MCAG #:

Time: 16:26:00 Date: 02/14/2020 Page: 1

							U	
Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	923,296.53	51,372.24	201,307.62	773,361.15	94,341.26	12,224.44	-111.17	879,815.68
010 General Reserve Fund	326,665.71	39.91		326,705.62	0.00	0.00	0.00	326,705.62
020 Fire Reserve Fund	1,483,216.86	376.61		1,483,593.47	0.00	0.00	0.00	1,483,593.47
100 Street Fund	299,929.57	34,658.53	28,169.74	306,418.36	2,916.80	2,188.57	0.00	311,523.73
103 Tourism Promo & Develop Fund	787,416.37	42,441.95	119,563.81	710,294.51	86,189.13	144.47	0.00	796,628.11
300 Capital Improvement Fund	134,608.81	1,047.61		135,656.42	0.00	0.00	0.00	135,656.42
309 Russell Ave	0.00	1,868.86	1,868.86	0.00	1,868.86	0.00	0.00	1,868.86
400 Water/Sewer Fund	724,243.22	106,047.08	152,590.76	677,699.54	36,058.24	2,511.66	-683.32	715,586.12
410 Wastewater System Upgrades	-73,207.97	0.00	46,649.73	-119,857.70	45,098.32	0.00	0.00	-74,759.38
500 Equipment Service Fund	143,342.15	8,232.97	12,326.14	139,248.98	2,736.78	912.68	0.00	142,898.44
630 Stevenson Municipal Court	4,292.16	1,294.79	1,291.35	4,295.60	1,259.50	0.00	0.00	5,555.10
	4,753,803.41	247,380.55	563,768.01	4,437,415.95	270,468.89	17,981.82	-794.49	4,725,072.17

**Account Totals** 

City ( MCA	Of Stevenson G #:	12/01/2019 To: 12/31/2019Time: 16:26:00 Date: Page:						02/14/2020 2
Cash A	Accounts	Beg Balance	Deposits	Withdrawals	Ending C	Outstanding Rec C	Outstanding Exp	Adj Balance
1 3 10 11 12	Checking Court Trust Umpqua Xpress Bill Pay Cash Drawer Petty Cash	1,936,340.24 9,735.44 38,132.29 100.00 400.00	219,503.72 1,294.79 18,683.67 0.00 0.00	555,881.74 1,291.35 0.00 0.00 0.00	1,599,962.22 9,738.88 56,815.96 100.00 400.00	-729.62 0.00 -259.03 0.00 0.00	287,335.37 1,309.50 0.00 0.00 0.00	$\begin{array}{c} 1,886,567.97\\ 11,048.38\\ 56,556.93\\ 100.00\\ 400.00\end{array}$
	Total Cash:	1,984,707.97	239,482.18	557,173.09	1,667,017.06	-988.65	288,644.87	1,954,673.28
Investi	ment Accounts	Beg Balance	Deposits	Withdrawals	Ending C	Outstanding Rec C	Outstanding Exp	Adj Balance
5 6 8	LGIP US Bank Safekeeping CATV Trust	865,152.47 1,900,844.30 3,098.67	1,303.31 0.00 0.14	0.00 0.00 0.00	866,455.78 1,900,844.30 3,098.81	0.00 0.00 0.00	0.00 0.00 0.00	866,455.78 1,900,844.30 3,098.81
	Total Investments:	2,769,095.44	1,303.45	0.00	2,770,398.89	0.00	0.00	2,770,398.89
		4,753,803.41	240,785.63	557,173.09	4,437,415.95	-988.65	288,644.87	4,725,072.17

### **Fund Investments By Account**

### City Of Stevenson MCAG #:

12/01/2019 To: 12/31/2019

Time: 16:26:00 Date: 02/14/2020 Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	201,855.52		304.09	304.09		202,159.61
010 000 General Reserve Fund	26,494.69		39.91	39.91		26,534.60
020 000 Fire Reserve Fund	250,000.00		376.61	376.61		250,376.61
100 000 Street Fund	25,739.00		38.77	38.77		25,777.77
103 000 Tourism Promo & Develop Fund	228,940.65		344.89	344.89		229,285.54
300 000 Capital Improvement Fund	6,209.50		9.35	9.35		6,218.85
400 000 Water/Sewer Fund	107,464.59		161.89	161.89		107,626.48
500 000 Equipment Service Fund	18,448.52		27.80	27.80		18,476.32
5 - LGIP	865,152.47	0.00	1,303.31	1,303.31		866,455.78
001 000 General Expense Fund	518,784.09					518,784.09
010 000 General Reserve Fund	211,908.38					211,908.38
020 000 Fire Reserve Fund	635,725.10					635,725.10
103 000 Tourism Promo & Develop Fund	316,030.68					316,030.68
300 000 Capital Improvement Fund	25,199.32					25,199.32
400 000 Water/Sewer Fund	183,117.95					183,117.95
500 000 Equipment Service Fund	10,078.78					10,078.78
6 - US Bank Safekeeping	1,900,844.30	0.00	0.00			1,900,844.30
001 000 General Expense Fund	3,098.67		0.14	0.14		3,098.81
8 - CATV Trust	3,098.67	0.00	0.14	0.14		3,098.81
	2,769,095.44	0.00	1,303.45	1,303.45		2,770,398.89

### **Fund Investment Totals**

City Of Stevenson					Time: 1	6:26:00 Date:	02/14/2020
MCAG #:		12/01/2019 To:	12/31/2019			Page:	4
			<b>T</b>		<b>T T T T T T T T T T</b>	I DI	
Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	723,738.28		304.23	304.23		724,042.51	49,318.64
010 General Reserve Fund	238,403.07		39.91	39.91		238,442.98	88,262.64
020 Fire Reserve Fund	885,725.10		376.61	376.61		886,101.71	597,491.76
100 Street Fund	25,739.00		38.77	38.77		25,777.77	280,640.59
103 Tourism Promo & Develop Fund	544,971.33		344.89	344.89		545,316.22	164,978.29
300 Capital Improvement Fund	31,408.82		9.35	9.35		31,418.17	104,238.25
400 Water/Sewer Fund	290,582.54		161.89	161.89		290,744.43	386,955.11
410 Wastewater System Upgrades						0.00	-119,857.70
500 Equipment Service Fund	28,527.30		27.80	27.80		28,555.10	110,693.88

630 Stevenson Municipal Court

Ending fund balance (Page 1) - Investment balance = Available cash.

1,303.45

1,303.45

2,769,095.44

4,437,415.95

1,667,017.06

4,295.60

0.00

2,770,398.89

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year	Trans#	Date	Туре	Acct#	War#	Vendor	Amount	Memo
2019	2388	12/30/2019	Tr Rec	1		Building Permit Customer	150.00	BP #CS19-095 Wilson
2019	2422	12/30/2019	Util Pay	1		Xpress Billpay	97.98	Xpress Import - CC - 12-30-2019daily_batch.csv
2019	2429	12/31/2019	Util Pay	1			267.78	
2019	2487	12/31/2019	Util Pay	1		Xpress Billpay	213.86	Xpress Import - CC - 12-31-2019_daily_batch.csv
						Receipts Outstanding:	729.62	
2019		12/31/2019	Payroll	1		Department of Retirement Systems	11,756.61	Pay Cycle(s) 12/31/2019 To 12/31/2019 - PERS2; Pay Cycle(s) 12/31/2019 To 12/31/2019 - DCP
2019	2411	12/31/2019	Payroll	1	EFT	Colonial Life	202.27	Pay Cycle(s) 12/31/2019 To 12/31/2019 - Disability; Pay Cycle(s) 12/31/2019 To 12/31/2019 - Life Insurance; Pay Cycle(s) 12/31/2019 To 12/31/2019 - Accident
2019	2441	12/31/2019	Claims	1	EFT	Department of Revenue	3,486.82	December 2019 Taxes
2019	2426	12/31/2019	Payroll	1	EFT	Department of Retirement Systems	284.41	Pay Cycle(s) 12/31/2019 To 12/31/2019 - PERS2
2019	2440	12/31/2019	Payroll	1	EFT	Dept of Labor & Industry	3,073.93	4TH Quarter 10/01/2019 - 12/31/2019
2019	2431	12/31/2019	Ser Chge	1	0	Xpress Billpay	194.16	Dec. 2019 Hosting Fees
2019	635	04/29/2019	Payroll	1	13417	Skamania Branch Food Bank	138.14	
2019	629	04/29/2019	Payroll	1	13419	Stevenson Fire Association	69.07	
2019	889	08/22/2019	Claims	1	13800	C/O Kim O'Hara WSAPT	170.00	WSAPT Membership Dues
2019	2029	11/21/2019	Claims	1	14005	Van Pelt Inc.	6,995.12	Replace Sewer Line On Russell Street
2019	2088	11/29/2019	Payroll	1	14013	Shawn B VanPelt	69.07	PP 11.01.19-11.30.19
2019	2139	12/09/2019	Payroll	1	14020	Connor Black	59.10	2019 Volunteer FF Pay
2019	2147	12/09/2019	Payroll	1	14027	Sean M Hietpas	435.90	2019 Volunteer FF Pay
2019	2154	12/09/2019	Payroll	1	14034	Ivan J Rhodehamel	92.35	2019 Volunteer FF Pay
2019	2161	12/09/2019	Payroll	1	14039	Andrew Taylor	349.08	2019 Volunteer FF Pay
2019	2278	12/19/2019	Claims	1	14049	Bell Design Company, Inc.	1,358.70	Columbia Hardware Water Line Easement
2019	2297	12/19/2019	Claims	1	14068	Knapp, O'Dell & MacPherson	255.00	Jamie Bidwell 9Z0030908
2019	2298	12/19/2019	Claims	1	14069	Matthew D Knudsen	97.43	Elected Officials Essentials-2019
2019	2316	12/19/2019	Claims	1	14087	Skamania County Prosecutor	1,333.00	Dec 2019
2019	2320	12/19/2019	Claims	1	14091	Stevenson Downtown Association	10,000.00	Q4 2019 TAC Funding
2019	2321	12/19/2019	Claims	1	14092	Stevenson Farmers Market		2019 Lodging Tax Grant
2019	2322	12/19/2019	Claims	1	14093	Stevenson-Carson School District		December 2019 Pool Support; Tourism Grant For Pool
2019	2332	12/19/2019	Claims	1	14103	Wave Broadband	75.00	November 2019 Statement
2019	2390	12/31/2019	Payroll	1	14105	Michael Beck	138.14	PP 12.01.19-12.31.19
2019	2407	12/31/2019	Payroll	1	14107	Shawn B VanPelt	69.07	PP 12.01.19-12.31.19
2019	2417	12/31/2019	Payroll	1	14110	State of WA Dept of Social & Health Serv	380.26	Pay Cycle(s) 12/31/2019 To 12/31/2019 - WA Child Support
2019	2418	12/31/2019	Payroll	1	14111	Stevenson Fire Association	138.14	Pay Cycle(s) 12/31/2019 To 12/31/2019 - Fir 317 Association

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year	Trans#	Date	Туре	Acct#	War#	Vendor	Amount	Memo
2019	2419	12/31/2019	Payroll	1	14112	WGAP Washington Gorge Action Program	276.28	Pay Cycle(s) 12/31/2019 To 12/31/2019 - Food Bank
2019	2428	12/31/2019	Payroll	1	14113	HRA VEBA Trust Contributions	450.00	Pay Cycle(s) 12/31/2019 To 12/31/2019 - HRA VEBA; Pay Cycle(s) 12/31/2019 To 12/31/2019 - HRA VEBA
2019	2443	12/31/2019	Claims	1	14115	Aramark Uniform Services	105.55	December 2019 Statement
2019	2444	12/31/2019	Claims	1	14116	BIAS Software	1,400.00	2019 Payroll Support
2019	2445	12/31/2019	Claims	1	14117	BSK Associates	431.00	Water Samples; Water Samples
2019	2446	12/31/2019	Claims	1	14118	Boot Barn	200.00	Boots-Ian Lofberg
2019	2447	12/31/2019	Claims	1	14119	Carson Hardware	34.20	December 2019 Statement
2019	2448	12/31/2019	Claims	1	14120	Centurylink Comm Inc	46.15	December 2019 Statement
2019	2449	12/31/2019	Claims	1	14121	City of Stevenson	88.89	City Hall December 2019
2019	2450	12/31/2019	Claims	1	14122	Columbia Cascade Housing Corporation	62,036.28	CDBG Grant Reimb Request #2
2019	2451	12/31/2019	Claims	1	14123	Columbia Hardware, Inc.		December 2019 Statement
2019	2452	12/31/2019	Claims	1	14124	Columbia River Disposal	197.57	Dec 2019 Garbage Service
2019	2453	12/31/2019	Claims	1	14125	Consolidated Supply Co.	393.85	Water Meters; Brass Ball Valve
2019	2454	12/31/2019	Claims	1	14126	Susan L Ebben	200.00	Boot Allowance
2019	2455	12/31/2019	Claims	1	14127	Employment Security Dept.	10,270.00	Q4 2019-Eric Hansen
2019	2456	12/31/2019	Claims	1	14128	Gorge Networks	95.03	December 2019 Broadband
2019	2457	12/31/2019	Claims	1	14129	Gregory S Cheney PLLC	427.50	2019 Public Defender Fees
2019	2458	12/31/2019	Claims	1	14130	Hood River Sand & Gravel, Inc	56.34	Pea Gravel
2019	2459	12/31/2019	Claims	1	14131	Jacobs' Services Inc.	250.00	December 2019 Cleaning
2019	2460	12/31/2019	Claims	1	14132	NAPA Auto Parts	760.54	December 2019 Statement
2019	2461	12/31/2019	Claims	1	14133	PUD No 1 of Skamania County	4,236.95	SR 14 & Frank Johns-December 2019 Statement; Walnut Park-December 2019 Statement; Second St Lights -December 2019 Statement; City Hall-December 2019 Statement; W End First St Lights-December 2019 Stat
2019	2462	12/31/2019	Claims	1	14134	Petty Cash	188.20	December 2019 Statement
2019	2463	12/31/2019	Claims	1	14135	Port of Skamania County	38,199.55	Tourism Funds-Shoreline Amenities; Shoreline Restoration Split
2019	2464	12/31/2019	Claims	1	14136	Print It! Inc.	48.47	Business Cards-Anders Sorestad
2019	2465	12/31/2019	Claims	1	14137	Radcomp Technologies	948.30	Invoice For Dec 2019 IT Services
2019	2466	12/31/2019	Claims	1	14138	Ricoh USA, Inc	43.84	December 2019 Statement
2019	2467	12/31/2019	Claims	1		Ronald L. Moeller	13,489.62	WWTP Services Dec 16-31, 2019
2019	2468	12/31/2019	Claims	1	14140	Skamania County Auditor	877.78	Election Costs-19.11.05
2019	2469	12/31/2019	Claims	1	14141	Skamania County Chamber of Commerce	20,040.40	December 2019 Statement
2019	2470	12/31/2019	Claims	1	14142	Skamania County Fair Board	8,000.00	TAC Funding For 2019 Gorgegrass 318

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year	Trans#	Date	Туре	Acct#	War#	Vendor	Amount	Memo
2019	2471	12/31/2019	Claims	1	14143	Skamania County Pioneer	262.76	Utilities/Maintenance Worker Ad; Utilities/Maintenance Worker Ad; Utilities/Maintenance Worker Ad; Legal Ad Ordinances 2019 1111-1112, 1148, 1151-1154; Ad: Legals - SSCS; Ad: Legals - SSCS
2019	2472	12/31/2019	Claims	1	14144	Skamania County Probation	1,426.11	
2019	2473	12/31/2019	Claims	1	14145	Skamania County Sheriff	1,225.00	Incarceration-Cassandra Carter; December 2019 Incarcerations - 14 Days
2019	2474	12/31/2019	Claims	1	14146	Skamania County Solid Waste Department	71.05	Waste Disposal
2019	2475	12/31/2019	Claims	1	14147	Skamania County Treasurer	135.39	Dec #2 2019 Remittance; 2019 Reimb. Reconciliation
2019	2476	12/31/2019	Claims	1	14148	Stevenson Downtown Association	10,591.69	2019 TAC Funding
2019	2477	12/31/2019	Claims	1	14149	Traffic Safety Supply, CO	706.30	Safety Cones
2019	2478	12/31/2019	Claims	1	14150	Tribeca Transport LLC	5,673.64	Transport Sludge To Three Rivers
2019	2479	12/31/2019	Claims	1	14151	US Bank	1,259.00	December 2019-FD Credit Card Statement; December 2019 Card #1; December 2019 Card #2
2019	2480	12/31/2019	Claims	1	14152	USA Bluebook	1,649.41	Lab Supplies For WWTP
2019	2481	12/31/2019	Claims	1	14153	Verizon Wireless	87.99	Invoice For Dec 2019 Services
2019	2482	12/31/2019	Claims	1	14154	WEX Bank	446.11	December 2019 Fuel
2019	2483	12/31/2019	Claims	1	14155	Walking Man Brewing	2,000.00	TAC Funding Reimbusrement For 2019 Fools Fest
2019	2484	12/31/2019	Claims	1	14156	Wallis Engineering, PLLC	46,967.18	Russell Avenue Project; WWTP & Collection System Improvements; Profesional Services Rendered In December 2019; December 2019-Russell Ave Improvements
2019	2485	12/31/2019	Claims	1	14157	Woodrich, Kenneth B PC	2,112.00	December 2019 Contracted Services
2019	2486	12/31/2019	Claims	1	14158	A&J Select	42.59	December 2019 Statement
							287,335.37	
2018	687	04/20/2018	Claims	3	954	Court Trust	50.00	CR21289
2019	2439	12/31/2019	Claims	3	1004	Stevenson Municipal Court	1,259.50	City Of Stevenson Remittance
						-	1,309.50	
2019	2423	12/30/2019	Util Pay	10		Xpress Billpay	100.00	Xpress Import - iPay - 12-30-2019daily_batch.cs
2019		12/30/2019	Util Pay	10		Xpress Billpay		Xpress Import - CheckFree - 12-30-2019_daily_ba
2019	2488	12/31/2019	Util Pay	10		Xpress Billpay	114.10	Xpress Import - CheckFree - 12-31-2019daily_ba
						Receipts Outstanding:	259.03	
							288,644.87	319
Fund						Claims Pay	yroll Te	otal

### **Outstanding Vouchers**

City Of Stevenson MCAG #:

Year Trans# Date Type Acct# War# Vendor			Amount Me
Fund	Claims	Payroll	Total
001 General Expense Fund	94,341.26	12,224.44	106,565.70
100 Street Fund	2,916.80	2,188.57	5,105.37
103 Tourism Promo & Develop Fund	86,189.13	144.47	86,333.60
309 Russell Ave	1,868.86	0.00	1,868.86
400 Water/Sewer Fund	36,058.24	2,511.66	38,569.90
410 Wastewater System Upgrades	45,098.32	0.00	45,098.32
500 Equipment Service Fund	2,736.78	912.68	3,649.46
630 Stevenson Municipal Court	1,259.50	0.00	1,259.50
	270,468.89	17,981.82	288,450.71

**Signature Page** 

City Of Stevenson MCAG #:

# 12/01/2019 To: 12/31/2019

We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed:

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\_ Signed:\_

City Administrator / Date

Deputy Clerk-Treasurer / Date

# **2020 BUDGET POSITION**

City Of Stevenson

MCAG #:		1 mile. 10.2 <sup>2</sup>	Page: 02/	14/2020
			0	1
001 General Expense Fund		-	Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	419,177.79	684,547.71	(265,369.92)	163.3%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	59,695.22	55,399.62	4,295.60	92.8%
308 Beginning Balances	512,286.83	773,361.15	(261,074.32)	151.0%
311 Property Tax	481,883.50	2,495.05	479,388.45	0.5%
313 Sales Tax	265,000.00	21,113.56	243,886.44	8.0%
316 Utility Tax	40,000.00	18,536.39	21,463.61	46.3%
317 Other Tax	16,000.00	963.35	15,036.65	6.0%
310 Taxes	802,883.50	43,108.35	759,775.15	5.4%
321 Licenses	2,900.00	250.00	2,650.00	8.6%
322 Permits	45,000.00	(2,289.14)	47,289.14	5.1%
320 Licenses & Permits	47,900.00	(2,039.14)	49,939.14	4.3%
	,	(2,00))	17,757.11	110 /0
330 Grants	350,000.00	0.00	350,000.00	0.0%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Tax	16,055.00	3,649.45	12,405.55	22.7%
330 Intergovernmental Revenues	377,055.00	3,649.45	373,405.55	1.0%
341 Other	0.00	100.00	(100.00)	0.0%
342 Fire District 2	19,500.00	0.00	19,500.00	0.0%
345 Planning	4,500.00	175.00	4,325.00	3.9%
346 Building	3,000.00	29.00	2,971.00	1.0%
340 Charges For Goods & Services	27,000.00	304.00	26,696.00	1.1%
350 Fines & Penalties	11,250.00	734.91	10,515.09	6.5%
360 Interest & Other Earnings	5,500.00	2,767.23	2,732.77	50.3%
380 Non Revenues	0.00	460.53	(460.53)	0.0%
Fund Revenues:	1,783,875.33	822,346.48	961,528.85	46.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	22,000.00	484.44	21,515.56	2.2%
512 Judical	62,700.00	4,204.98	58,495.02	6.7%
513 Executive	110,825.00	9,812.57	101,012.43	8.9%
514 Financial, Recording & Elections	99,600.00	7,332.87	92,267.13	7.4%
515 Legal Services	31,500.00	0.00	31,500.00	0.0%
517 Employee Benefit Programs	525.00	0.00	525.00	0.0%
518 Centralized Services	51,580.29	22,168.73	29,411.56	43.0%
521 Law Enforcement	192,801.85	14,568.62	178,233.23	7.6%
202 Fire Department	82,905.00	2,148.49	80,756.51	2.6%
203 Fire District 2	19,500.00	154.01	19,345.99	0.8%
522 Fire Control	102,405.00	2,302.50	100,102.50	2.2%
528 Dispatch Services	8,000.00	0.00	8,000.00	0.0%
551 Public Housing Services	350,000.00	0.00	350,000.00	0.0%
553 Conservation	300.00	0.00	300.00	0.00/
554 Environmental Services	11,400.00	0.00	11,400.00	322
550 Building	37,050.00	1,217.18	35,832.82	3.3%

# **2020 BUDGET POSITION**

City Of Stevenson MCAG #:		Time: 16:24	:50 Date: 02/ Page:	14/2020 2
001 General Expense Fund			Months: (	01 To: 01
Expenditures	Amt Budgeted	Expenditures	Remaining	
558 Planning & Community Devel				
560 Planning	193,480.00	11,008.27	182,471.73	5.7%
570 Economic Development	11,900.00	0.00	11,900.00	0.0%
558 Planning & Community Devel	242,430.00	12,225.45	230,204.55	5.0%
565 Welfare	30,000.00	0.00	30,000.00	0.0%
566 Substance Abuse	150.00	0.00	150.00	0.0%
573 Cultural & Community Activities	500.00	0.00	500.00	0.0%
576 Park Facilities	149,350.00	(1,004.20)	150,354.20	0.7%
580 Non Expeditures	0.00	303.19	(303.19)	0.0%
597 Interfund Transfers	35,000.00	0.00	35,000.00	0.0%
100 Unreserved	189,698.97	0.00	189,698.97	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	59,695.22	0.00	59,695.22	0.0%
999 Ending Balance	282,808.19	0.00	282,808.19	0.0%
Fund Expenditures:	1,783,875.33	72,399.15	1,711,476.18	4.1%
Fund Excess/(Deficit):	0.00	749,947.33		

# **2020 BUDGET POSITION**

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City Of Stevenson MCAG #:		Time: 16:24	4:50 Date: 02/ Page:	/14/2020 3
010 General Reserve Fund			Months:	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	325,553.66	326,705.62	(1,151.96)	100.4%
Fund Revenues:	325,553.66	326,705.62	(1,151.96)	100.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	325,553.66	0.00	325,553.66	0.0%
Fund Expenditures:	325,553.66	0.00	325,553.66	0.0%
Fund Excess/(Deficit):	0.00	326,705.62		

City Of Stevenson MCAG #:		Time: 16:2	4:50 Date: 02/ Page:	/14/2020 4
020 Fire Reserve Fund			Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	1,480,000.00 35,000.00	1,483,593.47 0.00	(3,593.47) 35,000.00	100.2% 0.0%
Fund Revenues:	1,515,000.00	1,483,593.47	31,406.53	97.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,515,000.00	0.00	1,515,000.00	0.0%
Fund Expenditures:	1,515,000.00	0.00	1,515,000.00	0.0%
Fund Excess/(Deficit):	0.00	1,483,593.47		

City Of Stevenson
MCAG #:

MCAG #:			Page:	5
100 Street Fund			Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	116,553.76	306,418.36	(189,864.60)	262.9%
310 Taxes	322,000.00	19,526.18	302,473.82	6.1%
320 Licenses & Permits	600.00	50.00	550.00	8.3%
330 Intergovernmental Revenues	49,620.60	2,608.35	47,012.25	5.3%
360 Interest & Other Earnings	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	488,774.36	328,602.89	160,171.47	67.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	265,600.00	8,651.84	256,948.16	3.3%
543 Streets Admin & Overhead	28,050.00	7,344.46	20,705.54	26.2%
544 Road & Street Operations	21,000.00	0.00	21,000.00	0.0%
566 Substance Abuse	0.00	0.00	0.00	0.0%
594 Capital Expenditures	39,000.00	0.00	39,000.00	0.0%
597 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
999 Ending Balance	82,124.36	0.00	82,124.36	0.0%
Fund Expenditures:	488,774.36	15,996.30	472,778.06	3.3%
Fund Excess/(Deficit):	0.00	312,606.59		

City Of Stevenson MCAG #:		Time: 16:24	:50 Date: 02/ Page:	/14/2020 6
103 Tourism Promo & Develop Fund			Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	615,661.30	710,294.51	(94,633.21)	115.4%
310 Taxes	440,000.00	32,342.14	407,657.86	7.4%
360 Interest & Other Earnings	0.00	1,637.81	(1,637.81)	0.0%
Fund Revenues:	1,055,661.30	744,274.46	311,386.84	70.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	357,250.00	541.84	356,708.16	0.2%
594 Capital Expenditures	370,000.00	0.00	370,000.00	0.0%
999 Ending Balance	328,411.30	0.00	328,411.30	0.0%
Fund Expenditures:	1,055,661.30	541.84	1,055,119.46	0.1%
Fund Excess/(Deficit):	0.00	743,732.62		

City Of Stevenson MCAG #:		Time: 16:24	:50 Date: 02/ Page:	/14/2020 7
300 Capital Improvement Fund			Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	99,236.62 20,000.00 0.00	135,656.42 2,663.10 130.59	(36,419.80) 17,336.90 (130.59)	136.7% 13.3% 0.0%
Fund Revenues:	119,236.62	138,450.11	(19,213.49)	116.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers 999 Ending Balance	70,611.00 48,625.62	0.00 0.00	70,611.00 48,625.62	0.0% 0.0%
Fund Expenditures:	119,236.62	0.00	119,236.62	0.0%
Fund Excess/(Deficit):	0.00	138,450.11		

City Of Stevenson MCAG #:		Time: 16:24	:50 Date: 02 Page:	/14/2020 8
303 Joint Emergency Facilities Fund			Months:	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	0.00 0.00	0.00 0.00	0.00 0.00	
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures 999 Ending Balance	0.00 0.00	0.00 0.00	0.00 0.00	
Fund Expenditures:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:		Time: 16:24::	50 Date: 02/2 Page:	14/2020 9
309 Russell Ave			Months: 0	1 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	819,927.00	0.00	819,927.00	0.0%
360 Interest & Other Earnings	75,000.00	0.00	75,000.00	0.0%
397 Interfund Transfers	70,611.00	0.00	70,611.00	0.0%
Fund Revenues:	965,538.00	0.00	965,538.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	965,538.00	261.36	965,276.64	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	965,538.00	261.36	965,276.64	0.0%
Fund Excess/(Deficit):	0.00	(261.36)		

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City Of Stevenson MCAG #:		Time: 16:24	:50 Date: 02 Page:	2/14/2020 10
311 First Street			Months:	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	132,800.00	0.00	132,800.00	0.0%
397 Interfund Transfers	53,000.00	0.00	53,000.00	0.0%
Fund Revenues:	185,800.00	0.00	185,800.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	185,800.00	0.00	185,800.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	185,800.00	0.00	185,800.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:

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400 Water/Sewer Fund	_	_	Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer	129,205.20	251,864.61	(122,659.41)	194.9%
401 Water	191,376.85	207,161.66	(15,784.81)	108.2%
402 Sewer	190,400.27	218,673.27	(28,273.00)	114.8%
308 Beginning Balances	510,982.32	677,699.54	(166,717.22)	132.6%
330 Intergovernmental Revenues	311,000.00	0.00	311,000.00	0.0%
343 Water	690,150.00	52,571.81	637,578.19	7.6%
344 Sewer	887,594.20	63,727.14	823,867.06	7.2%
340 Charges For Goods & Services	1,577,744.20	116,298.95	1,461,445.25	7.4%
343 Water	46,674.00	13,500.43	33,173.57	28.9%
344 Sewer	56,532.00	12,386.00	44,146.00	21.9%
400 Water/Sewer	4,000.00	981.00	3,019.00	24.5%
360 Interest & Other Earnings	107,206.00	26,867.43	80,338.57	25.1%
380 Non Revenues	0.00	0.00	0.00	0.0%
390 Other Financing Sources	350,000.00	0.00	350,000.00	0.0%
Fund Revenues:	2,856,932.52	820,865.92	2,036,066.60	28.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	473,150.00	33,791.36	439,358.64	7.1%
535 Sewer	852,500.00	35,409.94	817,090.06	4.2%
534 Water	64,373.39	0.00	64,373.39	0.0%
535 Sewer	32,671.00	0.00	32,671.00	0.0%
591 Debt Service	97,044.39	0.00	97,044.39	0.0%
534 Water	764,500.00	41.66	764,458.34	0.0%
535 Sewer	0.00	0.00	0.00	0.0%
594 Capital Expenditures	764,500.00	41.66	764,458.34	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
400 Water/Sewer	234,755.01	0.00	234,755.01	0.0%
401 Water	188,050.85	0.00	188,050.85	0.0%
402 Sewer	246,932.27	0.00	246,932.27	0.0%
999 Ending Balance	669,738.13	0.00	669,738.13	0.0%
Fund Expenditures:	2,856,932.52	69,242.96	2,787,689.56	2.4%
Fund Fucess//Deficit).		751 (22.0/		
Fund Excess/(Deficit):	0.00	751,622.96		

City Of Stevenson MCAG #:		Time: 16:24		14/2020
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410 Wastewater System Upgrades	_		Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	(119,857.70)	119,857.70	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%
390 Other Financing Sources	1,000,000.00	0.00	1,000,000.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	1,000,000.00	(119,857.70)	1,119,857.70	12.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,000,000.00	1,184.15	998,815.85	0.1%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	1,000,000.00	1,184.15	998,815.85	0.1%
Fund Excess/(Deficit):	0.00	(121,041.85)		

City Of Stevenson MCAG #:		Time: 16:24:	50 Date: 02 Page:	/14/2020 13
500 Equipment Service Fund			0	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	65,450.73	139,248.98	(73,798.25)	212.8%
340 Charges For Goods & Services	150,000.00	8,688.73	141,311.27	5.8%
360 Interest & Other Earnings	0.00	66.24	(66.24)	0.0%
390 Other Financing Sources	0.00	0.00	0.00	0.0%
Fund Revenues:	215,450.73	148,003.95	67,446.78	68.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	125,750.00	11,477.43	114,272.57	9.1%
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	89,700.73	0.00	89,700.73	0.0%
Fund Expenditures:	215,450.73	11,477.43	203,973.30	5.3%
Fund Excess/(Deficit):	0.00	136,526.52		

City Of Stevenson MCAG #:		Time: 16:2	4:50 Date: 02/ Page:	/14/2020 14
630 Stevenson Municipal Court			Months: (	01 To: 01
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 380 Non Revenues	0.00 0.00	4,295.60 4,814.94	(4,295.60) (4,814.94)	0.0% 0.0%
Fund Revenues:	0.00	9,110.54	(9,110.54)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expeditures 999 Ending Balance	0.00 0.00	5,233.50 0.00	(5,233.50) 0.00	0.0% 0.0%
Fund Expenditures:	0.00	5,233.50	(5,233.50)	0.0%
Fund Excess/(Deficit):	0.00	3,877.04		

## **2020 BUDGET POSITION TOTALS**

City Of Stevenson MCAG #:

Months: 01 To: 01

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					U	
Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	1,783,875.33	822,346.48	46.1%	1,783,875.33	72,399.15	4%
010 General Reserve Fund	325,553.66	326,705.62	100.4%	325,553.66	0.00	0%
020 Fire Reserve Fund	1,515,000.00	1,483,593.47	97.9%	1,515,000.00	0.00	0%
100 Street Fund	488,774.36	328,602.89	67.2%	488,774.36	15,996.30	3%
103 Tourism Promo & Develop Fun	d 1,055,661.30	744,274.46	70.5%	1,055,661.30	541.84	0%
300 Capital Improvement Fund	119,236.62	138,450.11	116.1%	119,236.62	0.00	0%
303 Joint Emergency Facilities Fund	1 0.00	0.00	0.0%	0.00	0.00	0%
309 Russell Ave	965,538.00	0.00	0.0%	965,538.00	261.36	0%
311 First Street	185,800.00	0.00	0.0%	185,800.00	0.00	0%
400 Water/Sewer Fund	2,856,932.52	820,865.92	28.7%	2,856,932.52	69,242.96	2%
410 Wastewater System Upgrades	1,000,000.00	-119,857.70	-12.0%	1,000,000.00	1,184.15	0%
500 Equipment Service Fund	215,450.73	148,003.95	68.7%	215,450.73	11,477.43	5%
630 Stevenson Municipal Court	0.00	9,110.54	0.0%	0.00	5,233.50	0%
	10,511,822.52	4,702,095.74	44.7%	10,511,822.52	176,336.69	1.7%

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MCAG #:			Page:	
001 General Expense Fund		0	1/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	929,079.68	927,975.68	1,104.00	99.9%
102 Unemployment Reserve	33,413.82	33,413.82	0.00	100.0%
104 Custodial Reserve	59,695.22	59,695.22	0.00	100.0%
202 Fire Department	420,000.00	420,000.00	0.00	100.0%
308 Beginning Balances	1,442,188.72	1,441,084.72	1,104.00	99.9%
311 Property Tax	461,897.01	464,024.40	(2,127.39)	100.5%
313 Sales Tax	245,000.00	338,407.74	(93,407.74)	138.1%
316 Utility Tax	40,500.00	39,964.03	535.97	98.7%
317 Other Tax	16,000.00	25,365.71	(9,365.71)	158.5%
310 Taxes	763,397.01	867,761.88	(104,364.87)	
510 1425	703,377.01	007,701.00	(104,504.07)	115.770
321 Licenses	2,900.00	4,130.00	(1,230.00)	142.4%
322 Permits	30,000.00	59,321.24	(29,321.24)	197.7%
320 Licenses & Permits	32,900.00	63,451.24	(30,551.24)	192.9%
330 Grants	480,000.00	106,393.08	373,606.92	22.2%
335 State Shared	11,000.00	12,320.85	(1,320.85)	112.0%
336 State Entitlements, Impact Payments & Tax	15,155.00	17,026.59	(1,871.59)	112.3%
330 Intergovernmental Revenues	506,155.00	135,740.52	370,414.48	26.8%
550 Intergovernmental Revenues	500,155.00	155,740.52	570,414.40	20.07
341 Other	0.00	66.18	(66.18)	0.0%
342 Fire District 2	15,000.00	21,348.22	(6,348.22)	142.3%
345 Planning	4,500.00	9,250.00	(4,750.00)	205.6%
346 Building	3,000.00	4,633.08	(1,633.08)	154.4%
340 Charges For Goods & Services	22,500.00	35,297.48	(12,797.48)	156.9%
350 Fines & Penalties	10,150.00	16,281.95	(6,131.95)	160.4%
360 Interest & Other Earnings	5,500.00	32,455.52	(26,955.52)	
380 Non Revenues	0.00	11,595.01	(11,595.01)	
Fund Revenues:	2,782,790.73	2,603,668.32	179,122.41	93.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	22,000.00	19,735.46	2,264.54	89.7%
512 Judical	65,700.00	54,470.77	11,229.23	82.9%
513 Executive	110,825.00	111,972.44	(1,147.44)	101.0%
514 Financial, Recording & Elections	122,200.00	93,100.11	29,099.89	76.2%
515 Legal Services	31,500.00	24,694.44	6,805.56	78.4%
517 Employee Benefit Programs	525.00	10,384.16	(9,859.16)	
518 Centralized Services	88,784.10	69,065.28	19,718.82	77.8%
521 Law Enforcement	187,031.00	185,352.27	1,678.73	99.1%
202 Fire Department	227,720.00	164,929.34	62,790.66	72.4%
203 Fire District 2	29,500.00	10,753.87	18,746.13	36.5%
522 Fire Control	257,220.00	175,683.21	81,536.79	68.3%
528 Dispatch Services	7,000.00	5,172.23	1,827.77	73.9%
551 Public Housing Services	400,000.00	89,117.85	310,882.15	
553 Conservation	276.80	276.80	0.00	337
554 Environmental Services	0.00	7,332.55	(7,332.55)	0.0%

Fund Excess/(Deficit):	0.00	773,361.15	<i>, 10010</i> 0	00.070
Fund Expenditures:	2,782,790.73	1,830,307.17	952,483.56	65.8%
999 Ending Balance	512,286.83	0.00	512,286.83	0.0%
202 Fire Department	0.00	0.00	0.00	0.0%
104 Custodial Reserve	59,695.22	0.00	59,695.22	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
100 Unreserved	419,177.61	0.00	419,177.61	0.0%
597 Interfund Transfers	480,000.00	485,565.12	(5,565.12)	101.2%
580 Non Expeditures	0.00	14,430.82	(14,430.82)	0.0%
576 Park Facilities	120,250.00	121,862.04	(1,612.04)	101.3%
573 Cultural & Community Activities	500.00	1,022.13	(522.13)	204.4%
566 Substance Abuse	150.00	339.54	(189.54)	226.4%
565 Welfare	10,000.00	10,000.00	0.00	100.0%
558 Planning & Community Devel	366,542.00	350,729.95	15,812.05	95.7%
570 Economic Development	11,900.00	11,131.50	768.50	93.5%
560 Planning	265,480.00	247,467.02	18,012.98	93.2%
550 Building	89,162.00	92,131.43	(2,969.43)	103.3%
558 Planning & Community Devel				
Expenditures	Amt Budgeted	Expenditures	Remaining	
001 General Expense Fund		01	/01/2019 To: 12	2/31/2019
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010 General Reserve Fund			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
360 Interest & Other Earnings 397 Interfund Transfers	0.00 325,553.66	1,112.20 325,593.42	(1,112.20) (39.76)	0.0% 100.0%
Fund Revenues:	325,553.66	326,705.62	(1,151.96)	100.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	325,553.66	0.00	325,553.66	0.0%
Fund Expenditures:	325,553.66	0.00	325,553.66	0.0%
Fund Excess/(Deficit):	0.00	326,705.62		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02 Page:	/14/2020 4
020 Fire Reserve Fund	_		01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
360 Interest & Other Earnings 397 Interfund Transfers	0.00 1,480,000.00	3,593.47 1,480,000.00	(3,593.47) 0.00	0.0% 100.0%
Fund Revenues:	1,480,000.00	1,483,593.47	(3,593.47)	100.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,480,000.00	0.00	1,480,000.00	0.0%
Fund Expenditures:	1,480,000.00	0.00	1,480,000.00	0.0%
Fund Excess/(Deficit):	0.00	1,483,593.47		

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100 Street Fund			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	187,995.51	187,995.51	0.00	100.0%
310 Taxes	322,000.00	362,841.30	(40,841.30)	112.7%
320 Licenses & Permits	600.00	575.00	25.00	95.8%
330 Intergovernmental Revenues	180,709.75	181,064.56	(354.81)	100.2%
360 Interest & Other Earnings	0.00	726.97	(726.97)	0.0%
397 Interfund Transfers	14,590.00	14,589.49	0.51	100.0%
Fund Revenues:	705,895.26	747,792.83	(41,897.57)	105.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Streets - Maintenance	284,500.00	268,359.38	16,140.62	94.3%
543 Streets Admin & Overhead	33,304.00	8,887.27	24,416.73	26.7%
544 Road & Street Operations	1,000.00	0.00	1,000.00	0.0%
566 Substance Abuse	270.00	128.40	141.60	47.6%
594 Capital Expenditures	81,000.00	66,968.59	14,031.41	82.7%
597 Interfund Transfers	187,902.50	97,030.83	90,871.67	51.6%
999 Ending Balance	117,918.76	0.00	117,918.76	0.0%
Fund Expenditures:	705,895.26	441,374.47	264,520.79	62.5%
Fund Excess/(Deficit):	0.00	306,418.36		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	/14/2020 6
103 Tourism Promo & Develop Fund			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes	547,672.30 500,000.00	547,672.30 519,403.95		100.0% 103.9%
360 Interest & Other Earnings	0.00	8,951.51	(19,405.55) (8,951.51)	0.0%
Fund Revenues:	1,047,672.30	1,076,027.76	(28,355.46)	102.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	341,144.00	324,274.56	16,869.44	95.1%
594 Capital Expenditures 999 Ending Balance	90,867.00 615,661.30	41,458.69 0.00	,	45.6% 0.0%
Fund Expenditures:	1,047,672.30	365,733.25	681,939.05	34.9%
Fund Excess/(Deficit):	0.00	710,294.51		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	/14/2020 7
300 Capital Improvement Fund			01/01/2019 To: 12	/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	108,625.62 20,000.00 0.00	108,625.62 26,296.78 734.02	0.00 (6,296.78) (734.02)	100.0% 131.5% 0.0%
Fund Revenues:	128,625.62	135,656.42	(7,030.80)	105.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers 999 Ending Balance	29,389.00 99,236.62	0.00 0.00	29,389.00 99,236.62	0.0% 0.0%
Fund Expenditures:	128,625.62	0.00	128,625.62	0.0%

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	/14/2020 8
301 Timber Harvest Fund			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings 390 Other Financing Sources	1,311,537.00 5,000.00 0.00	1,311,537.00 17,362.42 0.00	0.00 (12,362.42) 0.00	100.0% 347.2% 0.0%
Fund Revenues:	1,316,537.00	1,328,899.42	(12,362.42)	100.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
554 Environmental Services 597 Interfund Transfers 999 Ending Balance	3,306.00 1,313,231.00 0.00	3,306.00 1,325,593.42 0.00	0.00 (12,362.42) 0.00	100.0% 100.9% 0.0%
Fund Expenditures:	1,316,537.00	1,328,899.42	(12,362.42)	100.9%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	14/2020 9
303 Joint Emergency Facilities Fund			01/01/2019 To: 12	/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	0.00 42,000.00	0.00 34,316.57	0.00 7,683.43	0.0% 81.7%
Fund Revenues:	42,000.00	34,316.57	7,683.43	81.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures 999 Ending Balance	42,000.00	34,316.57 0.00	7,683.43	81.7% 0.0%
Fund Expenditures:	42,000.00	34,316.57	7,683.43	81.7%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	/14/2020 10
306 Kanaka Creek Road Improvements			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues	0.00 9,025.00	0.00 9,024.37	0.00 0.63	0.0% 100.0%
Fund Revenues:	9,025.00	9,024.37	0.63	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers	9,025.00	9,024.37	0.63	100.0%
Fund Expenditures:	9,025.00	9,024.37	0.63	100.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:		Time: 16:25:	19 Date: 02/ Page:	14/2020 11
308 Gropper Sidewalk		01	/01/2019 To: 12	/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02/ Page:	/14/2020 12
309 Russell Ave			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues 397 Interfund Transfers	(66,157.50) 123,000.00 217,291.50	(66,157.50) 123,000.00 97,030.83	0.00 0.00 120,260.67	100.0% 100.0% 44.7%
Fund Revenues:	274,134.00	153,873.33	120,260.67	56.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures 999 Ending Balance	274,134.00 0.00	153,873.33 0.00	120,260.67 0.00	56.1% 0.0%
Fund Expenditures:	274,134.00	153,873.33	120,260.67	56.1%

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 0 Page:	2/14/2020 13
310 Wastewater System Upgrades			01/01/2019 To: 2	2/31/2019
Expenditures	Amt Budgeted	Expenditures	Remaining	2
594 Capital Expenditures	0.00	0.00	0.0	0.0%
Fund Expenditures:	0.00	0.00	0.0	0.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson MCAG #:

Fund Excess/(Deficit):	0.00	677,699.54		
Fund Expenditures:	1,808,350.21	1,183,670.21	624,680.00	65.5%
999 Ending Balance	510,982.32	0.00	510,982.32	0.0%
401 water 402 Sewer	191,376.83	0.00	191,576.85	0.0%
400 Water/Sewer 401 Water	129,205.20 191,376.85	$\begin{array}{c} 0.00\\ 0.00\end{array}$	129,205.20 191,376.85	0.0% 0.0%
597 Interfund Transfers	11,000.00	10,827.27	172.73	98.4%
594 Capital Expenditures	29,740.00	28,780.30	959.70	96.8%
		· · · · · · · · · · · · · · · · · · ·		
534 Water 535 Sewer	9,740.00 20,000.00	7,526.47 21,253.83	2,213.53 (1,253.83)	77.3% 106.3%
591 Debt Service	57,044.39	56,874.33	170.06	99.7%
535 Sewer	32,671.00	32,670.00	1.00	100.0%
534 Water	24,373.39	24,204.33	169.06	99.3%
535 Sewer	721,933.50	653,331.49	68,602.01	90.5%
534 Water Utilities	477,650.00	433,856.82	43,793.18	90.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
Fund Revenues:	1,808,350.21	1,861,369.75	(53,019.54)	102.9%
380 Non Revenues	0.00	0.00	0.00	0.0%
360 Interest & Other Earnings	161,000.00	188,707.91	(27,707.91)	117.2%
400 Water/Sewer	6,000.00	6,650.10	(650.10)	110.8%
344 Sewer	74,000.00	85,273.00	(11,273.00)	115.2%
343 Water	81,000.00	96,784.81	(15,784.81)	119.5%
340 Charges For Goods & Services	1,306,060.00	1,331,371.63	(25,311.63)	101.9%
344 Sewer	647,960.00	691,581.11	(43,621.11)	106.7%
343 Water	658,100.00	639,790.52	18,309.48	97.2%
308 Beginning Balances	341,290.21	341,290.21	0.00	100.0%
402 Sewer	133,400.27	133,400.27	0.00	100.0%
401 Water	110,376.85	110,376.85	0.00	100.0%
400 Water/Sewer	97,513.09	97,513.09	0.00	100.0%
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer Fund		0	1/01/2019 To: 12	/31/2019
			Page:	

City Of Stevenson MCAG #:

Time: 16:25:19 Date: 02/14/2020

MCAG #:			Page:	15
410 Wastewater System Upgrades			01/01/2019 To: 12	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	(93,407.14)	(93,407.14)	0.00	100.0%
330 Intergovernmental Revenues	50,000.00	44,600.00	5,400.00	89.2%
390 Other Financing Sources	1,985,000.00	297,420.04	1,687,579.96	15.0%
397 Interfund Transfers	11,000.00	10,827.27	172.73	98.4%
Fund Revenues:	1,952,592.86	259,440.17	1,693,152.69	13.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,952,590.00	379,297.87	1,573,292.13	19.4%
999 Ending Balance	2.86	0.00	2.86	0.0%
Fund Expenditures:	1,952,592.86	379,297.87	1,573,294.99	19.4%
Fund Excess/(Deficit):	0.00	(119,857.70)		

	Time: 16:2	25:19 Date: 02/ Page:	/14/2020 16
		01/01/2019 To: 12	2/31/2019
Amt Budgeted	Revenues	Remaining	
67,144.73	67,144.73	0.00	100.0%
150,000.00	175,377.98	(25,377.98)	116.9%
5,400.00	6,349.25	(949.25)	117.6%
0.00	0.00	0.00	0.0%
222,544.73	248,871.96	(26,327.23)	111.8%
Amt Budgeted	Expenditures	Remaining	
117,094.00	109,622.98	7,471.02	93.6%
40,000.00	0.00	40,000.00	0.0%
65,450.73	0.00	65,450.73	0.0%
222,544.73	109,622.98	112,921.75	49.3%
0.00	139,248.98		
	Amt Budgeted         67,144.73         150,000.00         5,400.00         0.00         222,544.73         Amt Budgeted         117,094.00         40,000.00         65,450.73         222,544.73	Amt Budgeted         Revenues           67,144.73         67,144.73           150,000.00         175,377.98           5,400.00         6,349.25           0.00         0.00           222,544.73         248,871.96           Amt Budgeted         Expenditures           117,094.00         109,622.98           40,000.00         0.00           65,450.73         0.00	Page:           Amt Budgeted         Revenues         Remaining           67,144.73         67,144.73         0.00           150,000.00         175,377.98         (25,377.98)           5,400.00         6,349.25         (949.25)           0.00         0.00         0.00           222,544.73         248,871.96         (26,327.23)           Amt Budgeted         Expenditures         Remaining           117,094.00         109,622.98         7,471.02           40,000.00         0.00         65,450.73           222,544.73         109,622.98         112,921.75

City Of Stevenson MCAG #:		Time: 16:2	25:19 Date: 02 Page:	/14/2020 17
630 Stevenson Municipal Court			01/01/2019 To: 1	2/31/2019
Revenues	Amt Budgeted	Revenues	Remaining	
380 Non Revenues	0.00	41,122.75	(41,122.75)	0.0%
Fund Revenues:	0.00	41,122.75	(41,122.75)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expeditures 999 Ending Balance	0.00 0.00	36,827.15 0.00	(36,827.15) 0.00	
Fund Expenditures:	0.00	36,827.15	(36,827.15)	0.0%
Fund Excess/(Deficit):	0.00	4,295.60		

## **2019 BUDGET POSITION TOTALS**

City Of Stevenson MCAG #:

Time: 16:25:19 Date: 02/14/2020 Page:

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					e	
Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	2,782,790.73	2,603,668.32	93.6%	2,782,790.73	1,830,307.17	66%
010 General Reserve Fund	325,553.66	326,705.62	100.4%	325,553.66	0.00	0%
020 Fire Reserve Fund	1,480,000.00	1,483,593.47	100.2%	1,480,000.00	0.00	0%
100 Street Fund	705,895.26	747,792.83	105.9%	705,895.26	441,374.47	63%
103 Tourism Promo & Develop Fun	d 1,047,672.30	1,076,027.76	102.7%	1,047,672.30	365,733.25	35%
300 Capital Improvement Fund	128,625.62	135,656.42	105.5%	128,625.62	0.00	0%
301 Timber Harvest Fund	1,316,537.00	1,328,899.42	100.9%	1,316,537.00	1,328,899.42	101%
303 Joint Emergency Facilities Fund	42,000.00	34,316.57	81.7%	42,000.00	34,316.57	82%
306 Kanaka Creek Road Improveme	en 9,025.00	9,024.37	100.0%	9,025.00	9,024.37	100%
308 Gropper Sidewalk	0.00	0.00	0.0%	0.00	0.00	0%
309 Russell Ave	274,134.00	153,873.33	56.1%	274,134.00	153,873.33	56%
310 Wastewater System Upgrades	0.00	0.00	0.0%	0.00	0.00	0%
400 Water/Sewer Fund	1,808,350.21	1,861,369.75	102.9%	1,808,350.21	1,183,670.21	65%
410 Wastewater System Upgrades	1,952,592.86	259,440.17	13.3%	1,952,592.86	379,297.87	19%
500 Equipment Service Fund	222,544.73	248,871.96	111.8%	222,544.73	109,622.98	49%
630 Stevenson Municipal Court	0.00	41,122.75	0.0%	0.00	36,827.15	0%
	12,095,721.37	10,310,362.74	85.2%	12,095,721.37	5,872,946.79	48.6%

#### CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE

Contractor: Reporting Period: Amount Due: Skamania County Chamber of Commerce December 2019 \$ 7,500.00 Monthly Contract Amount 1 620.00 Program Management Tim

1,620.00 Program Management Time 10,920.40 Monthly Reimbursables

\$ 20,040.40

VISITOR STATISTICS	Stevenson Office
Walk-In Visitors:	236
Telephone Calls:	56
E-Mails:	24
Business Referrals:	2,304
Tracked Overnight Stays:	22
Mailings (student, relocation, visitor, letters):	2
Large Quantity Brochures	0
Chamber Website Pageviews	3,835
COS Website Pageviews	5,863

#### **CHAMBER BUSINESS**

**Chamber Board Meeting:** We held our December board meeting with discussions on renting the vacant space in the Chamber office, proposed budget for 2020 and election of new executive board members.

Chamber Membership: We had 3 new members join the Chamber and 11 membership renewals in November.

"Columbia Currents" Monthly Electronic E-Newsletter: The December 2019 issue was deployed to over 1,000 recipients.

"Under Currents" Weekly E-Blast: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons.

**Facebook Pages:** The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest as well as for the Chamber itself.

**Chamber Happy Hour**: In lieu of a Chamber Happy Hour we co-hosted a holiday open house with the Skamania County EDC and the Port of Skamania.

#### Chamber Marketing, Projects, Action Items:

- Placed ads for holiday happenings in Skamania County.
- Met with the new Executive Director of the Columbia Gorge Tourism Alliance to discuss upcoming regional projects and priorities.
- Phone meeting with strategic planning facilitator to discuss the goals for the Chamber Board Retreat and survey questions.
- Finalized Skamania County calendar of events for 2020.
- Worked with Wind River Publishing on updating all Chamber pages (welcome letter, resource pages, membership listing, events and ads) in the 2020 Skamania County Visitor Guide.
- Placed ads in regional publications for 2020.

#### County/Regional/State Meeting and Projects:

**Wind River Business Association (WRBA):** Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements and attend monthly meetings. Will start managing the WRBA Facebook page.

**Stevenson Downtown Association (SDA):** Attended quarterly SDA board meeting. Attend monthly meetings to continue working on SDA Promotion Committee's historical walking tour of Stevenson. Working on a committee to update Executive Directors contract.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

#### Stevenson/SBA Meetings and Projects:

- Deployed monthly newsletter.
- Successfully held Christmas in the Gorge event on the first weekend in December.
- Over saw the Starlight Parade, Arts and Crafts Bazaar and Business Decorating Contest.
- Daily posts on City of Stevenson Facebook page to promote "Shop Stevenson for the Holidays" campaign.
- Daily posts on Christmas in the Gorge Facebook page to promote the event.
- Solicited new Marketing Plan Proposals from Sasquatch Marketing and NB Marketing.

#### 2019 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

P1-Č	Stevenson Street Enhancements Kiosk Maintenance Promotional Products and Projects	\$ 62.69
P2-D1	Website	\$ 210.00
P2-D4	Misc. Marketing	\$ 504.00
P2-F	Skamania Lodge Co-Op Projects	\$ 5,861.57
Program 3	SBA Event Program	
P3-B	Christmas in the Gorge	\$ 4,282.14
	-	\$ 10,920.40

	2019 Budget	Current Request	Requested YTD	Remaining
Total Program Promo Expenses	85,000.00	12,540.40	73,600.53	\$11,399.47

#### 2019 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases)	12hrs	\$ 360.00
P3-B	Christmas in the Gorge	42hrs	1,260.00
		54hrs	\$1,620.00

#### **CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT, MONTHLY REPORT & INVOICE**

Contractor: Reporting Period:		Skamania County Chamber of Commerce January, 2020			
Amount Due:	\$	7,500.00 330.00 <u>8,216.95</u> 16,046.95	Monthly Contract Amount Program Management Time Monthly Reimbursables		
VISITOR STATISTICS			Stevenson Office		

Walk-In Visitors:	143
Telephone Calls:	41
E-Mails:	31
Business Referrals:	1,371
Tracked Overnight Stays:	26
Mailings (student, relocation, visitor, letters):	3
Large Quantity Brochures	225
Chamber Website Pageviews	5,468
COS Website Pageviews	11,847

#### **CHAMBER BUSINESS**

**Chamber Board Meeting:** We held our January board retreat at Skamania Lodge to draft a 3 year strategic plan for the Chamber.

**Chamber Membership:** We had 3 new members join the Chamber and 17 membership renewals in January. By the end of 2019 we reached 300 members!

"Columbia Currents" Monthly Electronic E-Newsletter: The January, 2020 issue was deployed to over 1,000 recipients.

"Under Currents" Weekly E-Blast: The weekly e-blast, consisting of updates and announcements submitted by Chamber members, is emailed out on Thursday afternoons.

**Facebook Pages:** The Chamber manages Facebook pages for the Stevenson Business Association, Gorge Blues and Brews Festival, Christmas in the Gorge, Logtoberfest, Wind River Business Association as well as for the Chamber itself.

**Chamber Happy Hour**: In lieu of a Chamber Happy Hour we held our Chamber Annual Dinner and Awards Ceremony with almost 200 guests in attendance. We had silent auction items up for bid to supplement the Chamber's income.

#### **Chamber Marketing, Projects, Action Items:**

- Placed ads in the Spring issue of the Gorge Magazine and 2020 Columbia River Gorge magazine and website.
- Followed up with strategic planning facilitator to add action items to the plan and performance measures.
- Updated Chamber's lure brochure insert cards for 2020.
- Watched "Liquor, Cannabis, Gambling and your Fundraising Event" webinar.
- Worked with NB Marketing on creating new print ads for the Chamber.

#### County/Regional/State Meeting and Projects:

**Wind River Business Association (WRBA):** Continue to serve as treasurer for WRBA – pay monthly bills, reconcile bank statements, attend monthly meetings and manage the WRBA Facebook page. Mailed out sponsor request letters for Logtoberfest.

**Stevenson Downtown Association (SDA):** Attended quarterly SDA board meeting. Attend monthly meetings to continue working on SDA Promotion Committee's historical walking tour of Stevenson.

(The projects and tasks described below are an example of services provided to the City of Stevenson through an additional contract with the Chamber to administer their promotional programs and deliverables.)

#### Stevenson/SBA Meetings and Projects:

- Held SBA bi-monthly meeting
- Organized a new decorating/lighting committee to create a decorating plan for 2020 Christmas in the Gorge.
- Held first organizational meeting for Gorge Blues and Brews Festival and updated event website.
- Mailed out sponsor request letters for Gorge Blues and Brews Festival.
- Had meeting to plan fireworks show for 4<sup>th</sup> of July.
- Finalized new marketing plan with NB Marketing.

#### 2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 2	Promotional Products and Projects	
P2-D1	Website	\$ 4,219.95
P2-D2	Social Media & Print Ads	\$ 1,000.00
P2-E	Wind River Publishing Advertisements	\$ 2,017.00
P2-F	Skamania Lodge Co-Op Projects	<u>\$ 980.00</u>
		\$ 8,216.95

	2020 Budget	Current Request	Requested YTD	Remaining
Total Program Promo Expenses	85,000.00	\$8,546.95	\$8,546.95	\$76,453.05

#### 2020 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P2-D2	Marketing (print, social media, press releases)	6hrs	\$ 180.00
P3-A	Gorge Blues and Brews	4hrs	120.00
P3-C	4 <sup>th</sup> of July	1hr	30.00
		11hrs	\$ 330.00



# Skamania County Sheriff's Office

Partnering with the Community to Continually Improve Public Safety.

## DECEMBER 2019



As we near the end of another calendar year I must ponder where we are here at the Sheriff's Office and where we are going. This year we saw the departure of a 30-year veteran law enforcement officer in the retirement of Sgt. Monty Buettner. The institutional knowledge and expertise that walked out the door with him will be fully recognized at the onset of the next major case investigation.

Yet, I look at the entire group of remaining deputies and realize we have done well to methodically and carefully select the brightest, most energetic and driven group of patrol, corrections/dispatch and civil deputies we have ever had.

#### So, where are we?

We are significantly better staffed today than we have been over the past 5 years. We are fortunate to now have two deputies assigned to the detective division to

## From the Sheriff's Desk

address major crimes. This will allow us a greater opportunity to free up our patrol staff for the day to day calls for service. A luxury we have not had since 2014.

Our patrol teams are at full staffing for the first time since 2012. While I view this as a milestone as it relates to budgetary progress in the county, I also must offer gratitude to our County Commissioners for the support of law enforcement and for recognizing the value of our services. With that said, we are nowhere near the patrol staffing levels we experienced in the late 2000's up through 2011. Without consistent and sustainable funding, I have little expectation that we will rise to those levels anytime soon.

I believe our county government has been persistent in the message that we are a natural resource county and our best hope for sustainability of county services will be realized through responsible management of our national and state forest systems. Our efforts moving forward must be doubled down with the help of the voices of the county. A constant barrage directed to our state and federal representatives must occur in the effort to highlight our long-term concerns regarding the lack of responsible management of our forest.

#### Where are we going?

We are striving toward a more global concept of mass training in specific areas of expertise. While maintaining high levels of training in a few deputies, we continue to seek training opportunities that will enhance the day to day skills of the entire agency. These areas are focused on crimes against children, basic homicide investigation, search and rescue coordination and many others. By providing these opportunities now, we will be better prepared to transition deputies from one assignment to another in the future.

I have always held a great deal of pride in working at the Sheriff's Office and even more in serving all of you as your Sheriff. That pride is multiplied when I consider the entire cadre of deputies, corrections/ communications and civil deputies who serve all of you daily.

We are blessed to know that they are committed to our mission and bring a wealth of knowledge, training and expertise to a more challenging profession each day.

— Dave Brown, Sheriff daveb@co.skamania.wa.us

## Inside

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Team Members of the Year 4
Firearms Training5
911 Location

## Search & Rescue: Fact or Fiction

When you hear the words "Search & Rescue" perhaps the obvious comes to mind.... A lost hiker or hunter.

This term also covers people injured or sick in a known or unknown location or trapped by natural or man- made disaster, maybe a stranded motorist, camper, or hiker in bad weather.

In our very rural, rustic, and beautiful county we have almost 1700 square miles for people to literally become lost and or injured, and on a routine basis they do! The causes are many whether it be lack of familiarity of the area, not prepared for current or changing weather conditions, unforeseen injury or illness, or simply overestimating ability. Much like the Farmers insurance commercial, "we know a thing or two cause we've seen a thing or two."

On any given weekend the Sheriff's Office may receive and or respond, to three or more SAR related calls for service. It's not uncommon to receive more or several during the weekdays as well. Here is a fun fact, less than 1% of those calls involve a county resident.

Unfortunately, the other calls for service don't stop when someone becomes lost or injured. See the dilemma?



Let's break it down, shall we. The Skamania County Sheriff's Office responds to an average of 105 SAR related calls a year. That number does not take into account medical calls in which a SAR Deputy responds to coordinate.

The silver lining... yes, we handle an immense amount of calls, the majority with a positive outcome. Recently, we have been working with Wind River Search and Rescue to fold the team under the umbrella of the Sheriff's Office. While still maintaining their identity, this change provides the team with a solid base of support from the Sheriff.

Recruiting has improved and the quantity of volunteers is on the rise. I believe we have the best SAR program in the state.

The SAR groups we work with are well trained, eager, and willing to respond day or night. They work tirelessly to bring a positive resolution to any SAR call.

If there is a short message to the 99% from outside the county who come to recreate, it would be to enjoy the beauty and opportunities Skamania County affords but, please don't come unprepared.

Know where you're going, check the weather reports, prepare for the unexpected, tell someone your route, where you'll park, estimated time you'll return, bring a cellular phone,(but don't rely on the phone to save you) SPOT device, or a trusted communication device, food, water and wear bright colors.

I could go on and on, but I'm not the common-sense police.

If you choose not to follow some of the advice above, we will have more suggestions after we find you!

## EMERGENCY MANAGEMENT Hazard Mitigation Plan

Skamania County has recently been awarded a Hazard Mitigation Plan Update Grant after a lengthy application process.

From the State's Emergency Management website: "FEMA's Hazard Mitigation Assistance (HMA) grant programs provide funding to protect life and property from future natural disasters. The grant program is designed to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters."

This grant will allow the county to hire a contractor to lead the plan updating

process to include assembling a Local Planning Team (LPT), conduct public meetings throughout the county and compiling the findings into updating our Hazard Mitigation Plan.

Central to this planning process is the community meetings, as it is the Citizens whom makes the decisions as to what hazards are of concern to them for planning purposes.

Skamania County had it's first Hazard Mitigation plan drafted and approved in 2010 with six geographic areas aligned with existing Fire Districts. Each area identified hazards, prioritized those hazards and formulated potential mitigation projects to address the hazards based on the communities input and direction.



Having the plan in place opens up potential grant funding to mitigate the identified hazards, should grant funding be made available.

More importantly the planning process helped communities come together with a greater understanding of the challenges they face and effective mitigation actions to reduce the impact of disasters.

# K-9 Aria End of Watch 2019



This past year we lost our K-9 Aria.

Arai served as a patrol K-9 for the past 10 years along with his handler deputy Russ Hastings. The decision to acquire a patrol dog many years ago was made after realizing that not only did we have a need locally but there were no patrol dogs in any agencies throughout the Columbia Gorge region.

Once the dog was fully-trained we began to realize how high the demand was on both sides of the river.

Deputy Hastings and his first patrol dog Ezra were utilized on a regular basis in the adjoining Oregon Counties as well as in Klickitat.

When Ezra was retired, we brought Aria on board and continued the longstanding agreement within the Mid-Columbia region in providing patrol K-9 services when necessary.

The relationship between a handler and their dog is an indescribable bond. The Skamania County Sheriff's Office lost a tremendous part of our family.

There can be no question that Arai proved to be an invaluable asset to our law enforcement mission and he will be missed.

# **Mission Accomplished**

— by Officer Ben Childs

Often people have specific reasons why they enter the law enforcement profession. These reasons can vary quite a bit. However, one reason why many people enter law enforcement is because they



Ben Childs

want a rewarding career where they can, in some way, help others.

For me, my reasons were similar. I knew that I wanted to have a fun and exciting career all while having the opportunity to serve something more than myself. However, when I first began, I did not put much time into thinking much about my reasons; I just knew it was what I wanted to do.

Now, working in my fourth year here as a corrections and communications officer, I am thinking of a few more things I might want to consider in the law enforcement profession. Things such as what kind of department I really want to work for, and what kind of people do I want to serve with? To answer these questions, I find myself looking towards the Sheriff's Office mission statement.

To be honest, when I first began, I didn't pay much attention to the mission statement. It wasn't until I had to recite the whole thing in the academy that I decided to learn it. There is one phrase in our mission statement that stands out to me. "We accomplish our mission by providing highShayne Cross worked here I have seen countless times how the men and women have sacrificed and dedicated themselves to their co-workers, the community, the Sheriff's Office and therefore, the mission.

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Highly-trained and

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There are other words in the mission statement that could be used to describe my co-workers. However, from my experience there is no better way to depict the men and women of the Skamania County Sheriff's Office. They consistently sacrifice their own lives and put the mission first.

Now when people ask me why I want to continue working in law enforcement, my answer is a little bit longer. Now, it might include something to the effect of, because I get to work with some very devout, experienced, professional men and women. I know that without highly-trained and dedicated professionals, like the men and women who serve Skamania County, the mission would not be accomplished.

I want to give a shout out to Officer Cross for being my inspiration behind this article, being an amazing corrections officer and an all-around great guy.

### **Mission Statement**

It is our mission to consistently earn the public's trust by providing the highest quality law enforcement services possible within the resources provided to us. We accomplish our mission by providing highly-trained dedicated professionals in the areas of patrol, investigations, corrections/jail, dispatch and selected other services which meet or exceed the expectations of residents and visitors to Skamania County, Washington. We are committed to demonstrating pride in our profession and in the Sheriff's Office, to effective communication with the people we represent, to treating everyone fairly, and to adapting rapidly to changing circumstances.

# **2019 Deputy** of the Year

The 2019 enforcement division Deputy of the year is **Detective Jeremy** Schultz.

He has been with the Skamania County Sheriff's Office since May

of 2008. His accomplishments are many, but this year he has been especially busy. He was transitioned into the Detective division in January of 2019.

He was almost immediately assigned a homicide investigation near Mt. St. Helens. He took this opportunity to excel and ran with it. His investigative skills led him from the USFS 83 Road to Yamhill County. Oregon. In short order he was able to network with the Yamhill County Sheriff's Office, Newberg Police Department, and McMinnville Police Department, identify a suspect, and successfully work to get him into custody.

In August of 2019, Detective Shultz responded to and directly assisted with a home invasion robbery in which the victim was savagely beaten. He assisted patrol with the crime scene processing, suspect identification, and subsequent confessions from both suspects, leading the recovery of critical evidence and getting 2 violent offenders off the street.

In November of 2019, he again responded to assist with another Robbery. He worked with numerous agencies in Clark County to establish the identity of 2 of the suspects. He seized 2 vehicles associated with the crime and within 2 weeks had two suspects in custody on a variety of charges.

These are just a few of the 2019 highlights for Jeremy, it does not include the numerous criminal investigations he has on-going, as well as his revamping of our SAR unit with Sgt. Clifford.

Detective Schultz has shown himself to be invaluable within our office. His dedication to this office and its mission is an example for all of us.

# **Civil Deputy** of the Year 2019

Choosing a civil deputy of the year is a hard decision to make.

With only three deputies in the division.

all of whom do a terrific job in serving the public and those who rely on Sheriff services, picking one to be deputy of the year is tough.

You must look at the little things that stand out like punctuality, confidence with your duties and dedication and commitment in the work you do. Not only do these characteristics speak to the mission of the Skamania County Sheriff's Office, but they are the qualities that this year's civil deputy of the year brings with her to work every day.

This particular deputy begins accomplishing her tasks for the day and fulfilling her job duties immediately upon arriving to work, which is early most days. She takes it upon herself to stay late if necessary when a protection order or priority warrant comes in at the close of business.

This deputy takes her work seriously yet enjoys finding the humor in some of the things we do. She takes pride in doing a good and thorough job. She shows a genuine concern and caring attitude for those who come to us in need of assistance or require the civil services the sheriff's office offers.

She is willing to speak up and provide valuable input on policy and procedures and is open to and accepting of change. This civil deputy's work is appreciated and respected.

This year's Civil Deputy of the year is Nancy Allen.



# 2019 Corrections/ **Dispatch Deputy of**

## the Year

There are a number of individuals deserving of this award this year.

This year's recipient was chosen

based on the level of energy, dedication, initiative and ambition he put toward his duties.

Taking on the duties of Field Training Officer, division Training Officer and defensive tactics instructor all over the course of the last 12 months are a testament to his commitment to the corrections division and the agency.

He brings a positive attitude to the office each day and exhibits genuine care and concern for those he works with.

He has gained the respect of his co-workers and those in the patrol division based on the manner which he conducts himself daily.

The 2019 Corrections/Dispatch deputy of the year is Ben Childs.



### A Note of Thanks

I approached local cartoonist Gordon Carlson about 12 days from the date of publication of through in the nick of time and produced the cartoon you see above.

I am grateful for his work and look forward to more humor in the future.

## Skamania County Corrections Firearms Training by Chief David Waymire



In November of 2019 the Skamania County Corrections staff began extensive firearms training.

This will allow the entire Corrections staff to carry a firearm while out in the field. While this is not the first time the Corrections staff has been armed, it has been handled on an as needed basis in years past. We anticipate completion of this training in the spring of 2020.

There have been several discussions over the years on the merits of arming the corrections staff.

Much of our corrections staff are increasingly being pulled from the facility for jail transports, court security and other outside work details, the need for enhancing the safety of the officers has increased.

This added level of training will increase the safety and security of our entire staff and the community. The long-standing policy of not allowing firearms in the inmate housing areas will continue to be strictly adhered to.

The training will follow the curriculum of the 80-hour Washington state Criminal Justice training center guidelines for basic law enforcement firearms training.

The benefit of having our own certified firearms instructor on staff eliminates the need to send the corrections officers out of county for this extensive training.

# New Technology to Help with Location Identification

by Chief Jason Fritz

Knowing your location in an emergency is crucial to getting life saving first response to you.

location.

However, we realize there are times when

weather related happenings and the emo-

tional toil of an emergent event all may be

factors in you not knowing your current

For years 911 call takers have been

utilizing the existing enhanced 911 tech-

nologies available to them through our

911 phone system and the emergency

services integrated network. Automatic

Location Identification (ALI) are technol-

ogies that were developed in the 1970's

911" network in the late 1990's.

and became part of a required "Enhanced

The technology was developed for landline

telephones and works with a legacy, tab-

ular addressing system, to provide a pre-

cise location based upon the address in-

formation provided by the local exchange

advances in the wireless industry and the increased use of cellular over landline tele-

phones, the current location technology

You may say, "But Uber can find me. The

sung, LG, etc.) with wireless carriers (Veri-

pizza place is able to locate me." Don't

confuse phone providers (Apple, Sam-

Phone providers utilize applications

and data that the phone itself provides to locate you. They utilize Hybridized

Emergency Location (HELO) Data which

is a combination of data information the

zon, AT&T, Sprint, etc.)

used by 911 has become antiquated.

carrier. Obviously with technological

Number Identification (ANI) and Automatic

you may not know exactly where you are at. Traveling through unfamiliar territory,



phone is able to gather from Global Navigation Systems, Wi-Fi, network access points and the like, and fuse them together to location

pinpoint phone location.

Wireless service providers, who are required by the Federal Communications Commission (FCC) to provide callers' locations to 911 systems, often are using data from different, sometimes less precise sources than your phone uses to pinpoint a location.

#### Enter RapidSOS.

RapidSOS is a company that has taken the HELO provided by phone providers and extended the functionality of that location information by capturing the information in their Next Generation 911 Clearing House.

The data, now known as Enhanced Emergency Data (EED,) is then delivered to the call center through an alternate data path. The data that is delivered to the call center is; Mobile Telephone Number, Latitude and Longitude in decimal degree's, uncertainty in meters.

Uncertainty is a confidence rating of the location noted by a circle around the caller on a map.

A lot of times the RapidSOS data is more accurate then what is received through ANI and ALI.

However, RapidSOS does not replace ANI and ALI it is an enhancement of all of our location tracking technologies.

And nothing, nothing replaces you the caller knowing and verbalizing your location.



Law Total Incident Report, by Nature of Incident

WIFE'S OC	
Nature of Incident	Total Incidents
Abandon Vehicle Right of Way	1
Abuse of animals excpt Dogs	2
Simple Assault	1
Burglary Non Res Unlawful Ent	1
Business Establishment Alarm	1
Carprowl Theft from Auto	2
Citizen Dispute	1
Disorderly Conduct	2
Problems with Dogs	1
Domestic Violence	2
Found Animal	1
Found Property	3
Illegal Burning/Permit Violat	1
Incomplete 9-1-1 Calls	5
Information Report	4
Jail Problems/Inmate Problems	1
Juvenile Problem	5
Lost Property	1
Medical Emergency	34
Mental Health Problems	1
Mtorist Assist	1
Patrol Request	1
Traffic Collision Prop Damage	3
Reposession of property	1
Request Traffic Enforcement	1
Residential Alarm	2
Attempted Suicide	1
Suspicious Person/Circumstance	7
Theft Other Property	3
Threats	1
Traffic Hazard	1
Traffic Stop	5
Tresspassing	1
Power/Gas/Water Problems	1
VIN Number Inspection	1
Violation Court Orders	1
Wanted Person - Warrant	2
Welfare Check	4

Total reported: 107

#### **Report Includes:**

All dates between `00:00:00 01/01/20` and `00:00:00 02/01/20`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Law Total Incident Report, by Nature of Incident

Nature of Incident Business Establishment Alarm Medical Emergency

**Total Incidents** 

1 2

Total reported: 3

**Report Includes:** 

All dates between `00:00:00 01/01/20` and `00:00:00 02/01/20`, All agencies matching `SCSO`, All natures, All locations matching `22`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Total Traffic Citation Report, by Violation

<u>Violation</u>	<b>Description</b>	<u>Total</u>
46.16.010.1	EXP VEH TAB OV 2 MON	1
46.20.342	DR W/LIC PRIV SUSP	4
46.20.740.2	Fail to Equip w/Interlock	1
9A.48.090	MAL MISCH 3RD DGREE	1

**Report Totals** 

7

#### **Report Includes:**

All dates of issue between `00:00:00 01/01/20` and `00:00:00 02/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

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2883.50 0.00 0.00 0.00 0.00 0.00 0.00		00.0	00'0	0.00	00.0	0.00	00.0	00.0	0.00	0.00	0.0	00.0	2883.50



Law Total Incident Report, by Nature of Incident

WIFES OF	
Nature of Incident	<u>Total Incidents</u>
Abandon Vehicle Right of Way	1
Simple Assault	1
Animal - Barking Dog	1
Business Establishment Alarm	6
Citizen Assist	1
Civil Standby	1
Problems with Dogs	4
Domestic Violence	4
Fireworks Problems	1
Found Property	1
Fraud	1
Hit & Run Accident	1
Hospice	2
Incomplete 9-1-1 Calls	2
Information Report	11
Juvenile Problem	2
Lost Property	1
Medical Emergency	28
Parking Problem	1
Traffic Collision Prop Damage	1
Public Nuisance/County Ordinan	1
Request Traffic Enforcement	1
Residential Alarm	3
RSO address verification	6
Sex Offense/Abuse	1
Structure/Building Fire	1
Suspicious Person/Circumstance	2
Theft Other Property	3
Threats	1
Traffic Hazard	3
Traffic Stop	1
Power/Gas/Water Problems	2
Vehicle Fire	1
Wanted Person - Warrant	8
Welfare Check	3

Total reported: 108

#### **Report Includes:**

All dates between `00:00:00 12/01/19` and `00:00:00 01/01/20`, All agencies matching `SCSO`, All natures, All locations matching `21`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



Law Total Incident Report, by Nature of Incident

ALLES OF	
Nature of Incident	<u>Total Incidents</u>
Problems with Dogs	1
Emergency/UNKNOWN Problem	1
Medical Emergency	2
Suspicious Person/Circumstance	1
Theft Other Property	1
Vandalism/Mailic Misch	1

Total reported: 7

**Report Includes:** 

All dates between '00:00:00 12/01/19' and '00:00:00 01/01/20', All agencies matching 'SCSO', All natures, All locations matching '22', All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses. All offense codes, All circumstance codes



Total Traffic Citation Report, by Violation

Report Totals		1	<u></u>
<u>Violation</u> 46.20.342	<u>Description</u> DR W/LIC PRIV SUSP	<u>Total</u> 1	
CHIFF'S OF			

**Report Includes:** 

All dates of issue between `00:00:00 12/01/19` and `00:00:00 01/01/20`, All agencies matching `SCSO`, All issuing officers, All areas matching `21`, All courts, All offense codes, All dispositions, All citation/warning types

Mileage													
						and the second se				1			
County	16655	14904	15244	16284	16922	16127	17186	18598	17562	20194	18554	18319	206549
Stevenson	2166	1755	1816	2088	2036	1920	1838	2180	1853	2077	2069	2110	23908
N. Bonneville	1143	973	996	1084	1021	<b>3</b> 82	1014	1252	925	1053	941	1023	12390
USFS	1255	2369	1973	2423	1078	524	1300	1201	945	785	3349	2699	19901
Title 3	783	1638	541	123	400	683	596	998	363	1501	511	68	8225
Other	20	0	0	508	1595	1834	1640	2033	1694	1492	0	72	10888
TOTAL	22022	21639	20540	22510	23052	22083	23574	26162	23362	27102	25424	24291	281761
Hourly Report											100.00		1770 50
Vacation	110.75	0.0	107.50	151.75	166.75	130.75	126.50	184.25	238.75	95.50	c7 981	c/-1/2	720.00
Sick Leave	21.25	40.75	145.00	70.25	50.50	50.50	22.00	52.50	72.50	25.50	91.75	87.50	130.00
Training	438.50	514.25	491.75	455.50	371.50	64.00	50.00	40.75	2.00	146.50	31.50	56.00	262.2992
Administration	64.00	49.50	71.25	21.75	72.00	74.00	63.00	51.75	43.25	51.75	49,50	59.25	671.00
Patrol/Investigations													
Schools/Com Svc	2.00	0.00	1,50	10.00	59.25	4.00	0.00	1.00	36.50	2.50	2.00	0.00	118.75
К9	15.00	15.00	15.00	16.00	12.00	32.50	15.00	18.00	25.00	0.00	0.00	0.00	163.50
County	822.75	774.50	790.75	873.25	1028.50	1304.25	1137.50	1087.25	1106.00	1103.25	1009.00	963.75	12000.75
Stevenson	644.25	387.00	392.50	431.50	434.75	498.25	501.00	492.25	457.75	416.50	444.50	440.75	5541.00
Stev Court	25.00	00.0	00'0	11.25	0.00	1.25	0.00	3.50	12.25	00.0	2.00	3.00	58.25
N Bonneville	212.50	166.25	169.00	171.50	182.75	195.25	190,50	200.25	184.25	189.75	154.25	176.25	2192.50
N Bonn Court	00.0	0.00	000	0.0	1.00	0.00	5,50	0.00	0.00	0.00	15.50	12.25	34.25
District Court	600	0.00	000	000	00.0	0 00	0.00	0.00	0.25	0.00	12.00	5.00	17.25
Superior Court	0.0	000	000	33.75	3.75	000	000	00.02	000	8	11 50	10.25	84.25
ISFS	171 00	219 50	164 50	22150	101 50	00 76	135 75	110.50	64.75	83.00	232.00	230.50	1828.50
Gorde Scenic	R2 75	27.75	74 25	73.25	62.50	87.25	75.75	81.75	77.00	92.75	84.00	68.75	952.75
Wever/Col Timber	00.0	00.0	00.0	0.0	0.00	0.00	00.0	00.0	0.0	0.0	0.0	0.00	00.0
Drug	190.00	130.00	140.00	129.00	150.00	80.00	38.25	180.00	159.00	190.00	120.00	103.00	1609.25
SDS Patrol	14.00	9.25	9.75	6.75	12.75	34.50	87.50	18.25	33.25	15.50	12.25	9.75	263.50
Eradication County	0.00	0.00	0.00	0.00	00.0	0.00	00.0	00.0	00.0	0.00	00.0	0.00	0.00
County Traffic Enforce.	231.50	193.75	203.25	204.00	205.75	180.75	247.00	333.75	253.50	297.25	258.75	261.25	2870.50
SAR County	0.00	0.00	0.00	0.00	3.00	0.00	18.50	00'0	1.00	0.00	8.00	0.00	30.50
Tatle 3						14:11-14:15:15:15:15							
Emergency Response	46.50	85.00	91.00	72.00	76.25	44.00	38.75	18.75	90.6	22.25	17.00	2.00	522.50
SAR Missions	5.50	26.50	19.50	5.00	21.50	7.00	9.75	18.00	17.25	113.50	28.25	0.00	271.75
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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Title 3 Subtotal	52.00	111.50	110.50	77.00	97.75	51.00	48.50	36.75	26.25	135.75	45.25	2.00	794.25
SubTotal Reg	2917.75	2531.75	2523.50	2659.00	2700.50	2650.00	2565.25	2639.00	2455.75	2589.75	2446.75	2419.75	31098.75
OV Time													
Schools/Com Svc	0.00	00:0	0.00	0.00	00'0	0.00	0:00	3.00	0.00	0.0	0.00	0.00	3.00
County	27.50	67.75	36.00	24.50	63.50	27.75	45.25	39.25	22.50	16.00	28.50	34.75	433.23
Stevenson Court	8.0	000	8.4	000	00 6	000	000	00.0	10.25	00.0	00.4	E/-0	17.25
N. Bonneville	00.0	00.0	43.50	1.00	4.00	0.00	000	000	0.0	00.0	3.00	0.00	51.50
N. Bonneville Court	0.0	3.00	0.00	0.0	00.0	0.00	00.0	00.0	00.0	00.0	00.0	0,0	3.00
District Court	0.0	3.00	3.00	0.00	0.0	0.0	2.00	00.0	8.00	00.11	0.00	0.0	16.00
Superior Court	10.00	6.50	0.0	19.75	24.75	6.00	0.00	0.00	0.00	4.00	5.00	5.50	81.50
USFS	0.0	2.00	1.75	0.00	0.50	1.75	6.00	0.00	0.00	0.00	00.00	4.50	16.50
Training	0.0	1.00	0.0	0.00	00.0	10.25	00.0	2.00	00.0	0.00	8.00	0.00	21.25
Weyer/Col Timber	00.0	00.0	0.00	0.00	00.0	00.0	00.0	00.0	5.00	00.0	0.00	0.00	5.00
Drug	0.0	00.0	0.0	0.0	00:0	0.00	00.0	00.0	00:00	0.00	00.0	0.00	00.00
DNR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00'0
Eradication County	0.00	00'0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	0.00	00.00
County Traffic Enforce.	0.00	0.00	0.00	0.00	0.0	0.00	0:00	0.00	0.00	0.00	0.00	0.00	0.00
Special Contracts	0.0	3.00	00.0	2.00	0.0	29.75	53.75	0.0	0.00	0.00	0.00	0.00	88.50
SAR County	0.00	0.00	0.00	00.0	0.00	0.00	0.00	3.00	0.0	0.00	0.00	00.0	3.UU
Total Overtime	40.50	91.00	88.25	47.25	00.01	88.00	10.00	42.00 52.25	52.25	27.50	52.50	51 50	796.75
Total Title 3	95.25	134.50	115.50	79.00	108.25	57.00	59.50	78.75	26.25	192.75	52.25	2.00	1001.00
TOT HRS	3185.50	2844.00	2479.75	3007.25	3124.00	2976.25	2861 00	3006 75	2835.25	2931.00	2879.00	2848.50	35498.25



#### **Building Dept update for January Council**

1 message

Karl Russell <Karl@ci.stevenson.wa.us> To: Leana Johnson <leana@ci.stevenson.wa.us> Thu, Jan 9, 2020 at 12:55 PM

11 SFR's Total. 1 finalled since last council meeting and 1 added.

- 2 tree houses Lodge. 40% complete
- 4 cabins 60% Complete. Builder on vacation until February
- 1 triplex (started 8/20/19) Sheathed
- 2 Duplexs on Vancouver First Permit with County process. Sheathed

The Lodge is converting their golf course to a 9-hole Par 3 course and turning the driving range into an 18 hole Putting Course. The permit is in the review process.

97 building permits total for 2019

Talks of development surrounding bottom of Monda Road area as well as portions of upper still in the works.. Several meetings have taken place. Short plat in the works for Holstrom Road/ Ryan Allen area. Have had several meetings with prospective developers. Short Plat in the works for Carter Lane.

Karl Russell Public Works Director Karl@ci.stevenson.wa.us (509) 427-5970



#### **Building Department update**

Karl Russell <Karl@ci.stevenson.wa.us>

To: Leana Johnson <leana@ci.stevenson.wa.us>

Leana Kinley <leana@ci.stevenson.wa.us>

8 SFR's Total. 3 finalled since last council meeting.

2 tree houses Lodge. 40% complete

4 cabins 60% Complete. Builder on vacation until February

1 triplex (started 8/20/19) 60% complete.

2 Duplexs on Vancouver First Permit with County process. Sheathed 50% complete

The Lodge is converting their golf course to a 9-hole Par 3 course and turning the driving range into an 18 hole Putting Course. The permit is in the review process.

97 building permits total for 2019

8 Application for improvements for 2020 so far.

Talks of development surrounding bottom of Monda Road area as well as portions of upper still in the works.. Several meetings have taken place. Short plat in the works for Holstrom Road/ Ryan Allen area. Have had several meetings with prospective developers. Short Plat in the works for Carter Lane.

Karl Russell Public Works Director Karl@ci.stevenson.wa.us (509) 427-5970

### All City of Stevenson Permits with Fees Paid

Submitted Dates: 10/01/2019 - 02/12/2020

Permit Number	Permit Type	Fee Amount Due	Amount Paid
CS-19-091	CS-RES-ROOF	\$0.00	\$0.00
CS-19-095	CS-RES-ROOF	\$0.00	\$0.00
CS-19-078	CS-RES-DUP	\$3,253.29	\$3,253.29
CS-19-079	CS-RES-DUP	\$3,253.29	\$3,253.29
CS-19-084	CS-BLD-COM	\$0.00	\$0.00
CS-19-085	CS-RES-CARPORT	\$160.46	\$0.00
CS-19-092	CS-RES-SFR-FND	\$327.75	\$327.75
CS-19-093	CS-RES-SFR	\$3,355.59	\$3,355.59
CS-19-096	CS-COM-CHG-USE	\$6.50	\$0.00
CS-19-097	CS-RES-SFR-REM	\$902.04	\$902.04
CS-20-001	CS-RES-SFR	\$3,355.59	\$0.00
CS-20-002	CS-RES-SFR	\$3,494.19	\$0.00
CS-20-003	CS-BLD-COM	\$6.50	\$0.00
CS-20-004	CS-RES-SFR-REM	\$902.04	\$902.04
CS-20-005	CS-RES-SFR	\$4,418.19	\$0.00
CS-20-008	CS-RES-SFR-REM	\$6.50	\$0.00
	Total Fees Due/Paid	\$23,441.93	\$11,994.00

### Minutes Stevenson Planning Commission Meeting Monday, October 14<sup>th</sup>, 2019 6:00 p.m.

Planning Commission Members Present: None Excused Absence: None Staff Present: None Community Members Present: None.

# Meeting Canceled for Lack of a Quorum

1

### PLANNING COMMISSION MEETING MINUTES Monday, November 11, 2019 6:00 PM

**Planning Commission Members Present**: Auguste Zettler, Jeff Breckel, Shawn Van Pelt, Mike Beck, Valerie Hoy-Rhodehamel, Chair

#### **Staff Present:**

- Leana Kinley, City Administrator
- Ben Shumaker, Stevenson Community Development Director
- Karl Russell, Public Works Director (arrived @ 6:50 p.m.)

**Community Members Present:** Matthew Knudsen, Brett Johnson, Rick May, Pat Rice, Julie May and others.

Call to order: Chair Hoy-Rhodehamel called the meeting to order at 6:00 p.m.

#### **Preliminary Matters**

- 1. Chair Selects Public Comment Option
  - Chair Hoy-Rhodehamel selected public option # 1. Each speaker will be allowed to speak for three minutes.
- Minutes: September 9th and September 23rd Meeting Minutes MOTION to approve minutes from September 9<sup>th</sup> and September 23, 2019 made by Breckel, with Beck seconding. The vote to approve was unanimous.

#### Agenda changes:

A. The appointment of a Vice-Chair was added to the agenda.

Chair Hoy-Rhodehamel called for nominations. Auguste Zettler volunteered to serve as the Planning Commission's Vice-Chair.

**MOTION** to approve **Zettler as Vice-chair** was made by **Hoy-Rhodehamel**. The vote to approve **Zettler's** appointment was unanimous.

- **B.** City Community Development Director **Shumaker** requested the agenda be revised to include Planning Commission discussion on options for amending the Stevenson Engineering Standards. He noted the issue was generated as a result of community concerns contained in a letter presented to the Planning Commission. The item was placed prior to **Driveway Standards Update**.
- **3. Public Comment Period** (For items not located elsewhere on the agenda) No comments were received.

#### **New Business**

4. CUP2019-02 @ 6:05pm CUP2019-01: SDA Mural #2

A proposal from the Stevenson Downtown Association for approval to place a mural on the side of the building where Clark and Lewies' Restaurant is located was put off to another time due to no representative of the SDA being in attendance. No further action was taken.

#### 5. Changes to Stevenson Engineering Standards

**Shumaker** directed the Commission members to a letter submitted from several community members regarding concerns with proposed changes to the Stevenson Engineering Standards. Shumaker noted the specific changes in the standards were intended for driveways, with those changes set to be reviewed later in the PC meeting. Several complaints expressed in the letter were chiefly directed at the current process the City uses to make any standards revisions. As a result, potential changes to the way the Engineering Standards are now revised were presented to the PC for discussion.

**Shumaker** pointed to a staff report titled Engineering Standard Revisions, which was aimed at addressing sections of the letter. The memo was intended to provide members of the PC an opportunity to read the concerns expressed in the letter and use the information to provide input for changing the process by which codes and standards are amended. **Shumaker** related to members of the Commission and the public audience background history, timelines and a review of past practices used by the City of Stevenson for amending the Engineering Standards. In regards to the specific change for driveways being considered, **Shumaker** noted the last time those engineering standards had been updated was in January 2016. That change allowed shared driveways for the first time.

**Shumaker** noted the decision making process can vary on a case-by-case basis. He cited a past example of the City Council in 2016 approving changes to the driveway standards by Council action without PC input as well as times the Council referred proposals for standard changes to the PC for review. He observed the October 2019 City Council discussion was in keeping with the amendment process identified in the standards and past practices and no irregularities had occurred. He agreed that the public review concerns were not unfounded and offered several options to the Planning Commission to consider regarding how changes are made.

**Option 1** would maintain the current status with no change recommended; **Option 2** would align the process to be the same as written for zoning code changes, which would include a public hearing and a report from the Planning Commission; and

**Option 3** would essentially validate the case-by-case assessment with the City Council referring matters if needed to the Planning Commission and vice-versa.

Rick May spoke briefly about the letter sent to the Planning Commission. He stated the number of signers indicated a strong level of support against the current process used to change the engineering standards and he would hold further comments until later in the meeting. The Commission members then entered into an extensive discussion regarding the options presented by Shumaker. The consensus was transparency and consistency in decision-making was important, and Option 2 was favored by the Commission members.

**Beck** expressed support but also concerns that public comments may cause delays in application approval.

**Breckel** noted with the current system the PC does not have to be involved but often is, based on City Council or City Staff recommendations. He stated he felt there needed to be consistency in the process.

Pat Rice, a resident, briefly presented information regarding recommended procedures Washington counties use for involving public review of proposed code changes.

Rick May commented the current system offers little chance for public input and can lead to uninformed decision making.

**Van Pelt** and **Hoy-Rhodehamel** asked if option 2 would lead to the Planning Commission being by-passed. **Shumaker** related that each ordinance establishes its own amendment procedures. It was noted the City Engineer would be a key participant in providing expert advice and information regarding engineering standards.

**Breckel** asked how the change would be presented to the City Council. **Shumaker** stated he would draft a change to Stevenson Engineering Standards Vol. 1, Section 1.15. **Zettler** requested the draft by **Shumaker** be available at the December PC meeting for review prior to it being presented to the City Council.

6. Driveway Standards Update (delayed to allow Public Works Director participation) Shumaker initiated a discussion on the proposed driveway standard changes. The proposal was motivated by an application from a property owner seeking to build two duplexes on adjacent lots. The existing standards would not allow these duplexes to share a driveway. Because two duplexes = four homes, it no longer met the criteria allowing a shared driveway. Furthermore, each duplex would require independent road maintenance agreements for the driveways the units shared. With just one owner it meant the property owner would have to enter into an agreement with himself. The application is on hold pending a determination.

**Shumaker** reviewed how Stevenson currently defines requirements for public and private roads based on number of "lots", while shared driveways are allowed based on the number of "homes". He noted other inconsistencies in the code need to be clarified and summarized the process. He reminded the Commission the information had been prepared for the October 2019 PC meeting that was subsequently cancelled. He presented a draft ordinance and explained several changes it contained regarding driveway standards.

Chair Hoy-Rhodehamel opened the discussion for public comment.

• Rick May presented a letter signed by a majority of property owners on Del Ray Street conveying misgivings about the proposed driveway changes and the practice in place for allowing public input into standard changes. The letter expressed multiple points of contention including application, interpretations and enforcement of the International Fire Code as it related to the proposed change in driveway standards and questioned the authority of the City Development Director to allegedly enforce unapproved or non-existent code changes with seeming intent to target specific property owners. A further criticism was made in the letter regarding the presentation of driveway standard changes to the City Council in October 2019 as essentially housekeeping items.

**City Administrator Leana Kinley and PWD Russell** responded by pointing out existing sections that allow for exemptions for driveways as well as areas where the IFC regulations do not apply. **PWD Russell** stated where applicable the IFC can be used as a guide, and driveway standards are different than fire access requirements. **Administrator Kinley** took exception to the comments regarding alleged unethical behavior by City staff, noting that attacks were not warranted.

Further discussion involved defining "driveway" and "driveway approach" and appropriate requirements for driveway width and driveway surface materials. The Commission then returned to the issue of shared driveways and what the distinction is between shared lots and shared homes. May added further comments regarding a project he and his neighbors are working on and the impact the proposed changes may have.

The consensus of the Commission was there was too much information presented at the meeting to consider making any further decisions or taking action that evening and agreed to revisit the driveway standard changes at the December 2019 PC meeting. **Shumaker** was complimented by the PC chair for his work in educating the Commission.

Regarding the original question about the two duplexes, **Shumaker** stated that the PC could approve one duplex, and the owner would have to enter into a road maintenance agreement with himself to be in compliance, with the second duplex on hold until a solution is arrived at. Matthew Knudsen asked if multi-family housing with 12 units using a shared driveway would be better off with a solid pavement. Commission members reiterated it was important to bring clarity to driveway standards, clarify language and format, and define the difference between a duplex, multiplex and a residential or commercial development.

#### **Old Business**

#### 7. Training Subdivision Training, Part 2

**Shumaker** provided Commission members more information on the definition of plats, what tax parcel numbers mean and how the T-R-S (Township-Range-Section) system came about. He described how the Willamette Stone in Portland, Oregon became a point of reference for the regional grid and how tax parcel numbers identify a properties location in relation to the Willamette Stone.

The intent of the training is to assist the Commission in making sense of the "legal wilderness" as it relates to land use regulation and ways the City might help owners navigate this wilderness. The work would consist of updating confusing land use descriptions and terms to make them more understandable for property owners and city staff.

#### 8. Land Division Code Update

#### Uniform definitions and a Comparison of Boundary Line Adjustment Regulations

No discussion was held and no action was taken.

**Shumaker** followed on the previous discussion and suggested starting with property line alteration regulations: plat alterations, plat vacations, boundary line adjustments, and assessor tax parcel segregation. He highlighted areas needing work, pointing out redundant language, different definitions between codes for similar items, different procedures regarding fees, etc. He offered an example of what a new chapter within the code could look like upon completion.

The Commission was asked if they wanted to take on the amendment work and what public engagement strategy they wanted to include. **Chair Hoy-Rhodehamel** suggested and the commission agreed to wait on any public input decision until the Commission saw the extent of the changes.

The consensus among Commission members was that inconsistencies among multiple documents need to be addressed to ensure clarity, and changes need to be substantive.

**Beck** discussed other cities approach of a unified development code which combines short and long plat subdivision regulations with other land use regulations. He suggested letting that approach guide in this process.

#### 9. CUP2018-02

# **Extending Timeline for Feeley Temporary Emergency, Construction or Repair Residence**

**Shumaker** shared with Commission members the history of the application and project. The request is to extend permission for the applicant to live in a temporary residence while completing his permanent residence. Shumaker recommended the Commission extend the Conditional Use Permit to April 19, 2020.

#### Decision

Motion to approve the amendment to CUP 2018-02 made by **Beck** with a second by **Zettler**. The vote to approve was unanimous.

#### 10. Staff & Commission Reports

#### Downtown Plan, Departmental Transitions, Variance Granted

City Planning Director Shumaker introduced Karl Russell as the new Public Works Director.

The City of Stevenson is working to develop a contract with Skamania County for building official services. He asked if anyone began hearing of problems with permitting to alert City staff.

The downtown plan is preparing to draft implementation stages. Additional planning group and Steering Committee meetings are being scheduled.

The Board of Adjustment recently granted a variance regarding how to determine a front yard on a property.

A short plat application will be coming to the PC. The applicant has been asked to make some changes and resubmit for review. The short plat code requires PC be notified.

The biennial comprehensive plan amendment cycle finished as of the end of September 2019. City Administrator Leana Kinley submitted an application asking the Commission to focus on and define capital improvement planning. There is a push from the state to align capital improvement plans for public facilities including streets, sewers, water, housing, parks, criminal justice, etc. The Planning Commission will be tasked with creating an amendment calendar and putting projects before the City Council by April 2020.

A five lot subdivision application will be coming to Planning Commission for recommendations and then go to the City Council.

**Zettler** reported he attended the presentation on the final report for The Road Map to Washington's Future. The project focused on future growth planning for Washington State. Similar issues facing City of Stevenson are statewide.

#### 11. Thought of the Month

None

#### 12. Adjournment

The meeting was declared adjourned by Chair Valerie Hoy-Rhodehamel at 8:05 p.m.

### STEVENSON PLANNING COMMISSION SPECIAL MEETING Minutes Monday, December 4, 2019 6:00 PM

Attending: Auguste Zettler, Jeff Breckel, Valerie Hoy-Rhodehamel, Mike Beck

Staff Attending: Ben Shumaker, Community Development Director

Community members present: Pat Rice, Chris Malone, Scott Anderson, Brian Adams

The meeting was called to order @ 6:03 p.m. by chair Hoy-Rhodehamel

#### **Preliminary Matters**

1. Chair Selected Public Comment Option 2

Any member of the public may participate in discussion throughout the meeting, provided the Chair acknowledges them prior to their contribution.

 Public Comment Period (For items not located elsewhere on the agenda) No comments received

#### **New Business**

- 3. Conditional Use Permit CUP2019-01: SDA Mural #2.
  - Review Purpose of Meeting (to take public comment and decide whether to grant or deny the proposal)
     The purpose is to approve or deny a conditional use proposal for a mural in

The purpose is to approve or deny a conditional use proposal for a mural in downtown zone.

b. Appearance of Fairness

**Shumaker** explained the purpose of the Appearance of Fairness and asked Commission members for statements regarding their financial interests in outcome of this decision, ex-parte communications on the proposal, and general concerns that may affect the objectivity of any decision maker.

Decision makers are intended to provide information regarding any possible bias or conflict of interest that could unfairly influence their vote on proposals. Any potential conflicts must be disclosed to ensure fairness and impartiality. Members of the Commission can be challenged regarding any perceived conflicts of interest.

- Zettler, Beck and Breckel individually noted no disclosures.
- **Hoy-Rhodehamel** provided information on two conversations she had with one of the painters of the project. The artist had asked her if any decision had been reached and if the next PC meeting could be re-scheduled.
- **Shumaker** noted the one disclosure and asked if anyone in attendance wished to challenge the Commission members' ability to be fair and impartial. No challenges were received.

c. Presentation by Staff

**Shumaker** pointed out to Commission members the current project was similar to the first mural located on the NAPA building. He noted the analysis used was the same and recommended approval. He referred to Attachment 1, pages 1 & 2, and called attention to several minor changes needed, including correcting the address to 131 SW Cascade and the current date as the decision date.

d. Presentation by Applicant

Scott Anderson with the SDA provided some background knowledge on the project. The newest mural is the second in a series of five planned to become part of the walking tour of Stevenson. The SDA is looking for other businesses to participate and can offer scholarships to help with costs. He described the project's intent to improve the walking experience throughout Stevenson and provide visitors a glimpse into Stevenson's history. He is hoping to streamline the conditional use permit process to make it easier and less costly.

e. Public Hearing

Chair Hoy-Rhodehamel opened the public hearing at 6:09 p.m.

i. Comments in Favor

Brian Adams, acting president of the SDA stated he believed all of Stevenson would benefit with the mural project due to the tourism interest. Scott Anderson and Chris Malone also spoke in favor of the project.

- ii. Comments Opposed None received
- iii. Comments Neither in Favor Nor Opposed None received
- f. Commission Discussion None
- g. Findings of Fact

**Beck** noted the mural project appears to be consistent with Stevenson's downtown plan, won't endanger health or safety, did not appear to reduce property values and is consistent with Stevenson municipal code. **Breckel** echoed **Beck's** comments and complimented the historical value. **Beck** compared the project to one in Sequim and observed the increase in tourism as a benefit.

h. Decision

**MOTION: Zettler** motioned to approve CUP2019-01: SDA Mural #2 with corrections. **Breckel** seconded. The motion was passed unanimously.

A brief follow-up conversation was held regarding future murals. **Hoy-Rhodehamel** asked about simplifying the permitting process and Scott Anderson related he was working on it. **Breckel** asked if a single permit could be used for the additional murals planned, and **Zettler** reminded everyone other locations had not been determined. **Beck** likened the murals to commercial signs, and if approval has met code, then periodic review is not needed. Several questions on maintenance were raised. Chris Malone explained the mural was coated with an anti-graffiti covering but it would be checked periodically.

#### **Old Business**

4. Land Division Code Update Draft SMC 16.01.005, "L" Definitions+, SMC 16.02.190&195, and SMC 16.30 (Partial)

**Shumaker** presented to the Commission information intended to guide discussion on several proposed changes to 1) SMC Title 16, related to Short Subdivisions, Subdivisions, and Boundary Line Adjustments and 2) SMC Title 17 related to Zoning.

He explained to the Commission how the formatting for document changes worked. He has developed a color scheme to more easily highlight changes due to 4 separate codes being combined and shared that many changes were intended to do away with jargon and redundant language. Other municipal code examples were incorporated for comparison and reference.

# Chair Hoy-Rhodehamel was called away from the meeting at 6:21 p.m. Vice-Chair Zettler became the acting Chair.

**Shumaker** asked if the revised format was acceptable and if the draft could be used for future public review when completed. The consensus was it was useful. **Zettler** noted as they become familiar with the format it would become easier to understand. Shumaker presented 12 guidance points to the Commission for their input. **Shumaker** pointed out specific areas to consider and referred to the attachments highlighting potential changes. **Beck** suggested it would be valuable to keep language aligned with RCW's and other regulatory documents in order to avoid confusion and maintain consistency. It was agreed that specificity was important to ensure clarity in interpreting code. Language regarding schools and schoolyards was one set of terms the Commission asked to retain as in current use.

**Shumaker** asked the Commission if the use of figures was beneficial in his staff reports. All members agreed the use of figures was helpful as a visual guide in defining lots and making things easier to understand.

Clarifying purpose and intent, lot size thresholds, utility easements and restrictions, keeping or discarding "lease" as a term, short plat and subdivision terms and review standards and other items were discussed. One subject the Commission focused on was deciding how lot areas are defined and configured. Currently the definition of lot areas and the method of calculation differs or is absent between zoning, short plat and subdivision codes.

Pat Rice, an audience member asked for clarification regarding what changes in how lot areas are defined and configured would mean in determining buildable areas or footprints. He was curious if it would result in some existing lots losing the ability to build in the future. **Shumaker** explained it would change how lots would be proportioned and divided and how boundary lines are adjusted. He also noted it meant the definition would be moved to one section of the code rather than three. **Zettler** pointed out that in some cases variances may be applied for if needed.

Another area of discussion was on access panhandle dimensions. The Commission agreed on 20' for driveway widths, 150' for maximum length and 1/2 the length for minimum lot width.

After further deliberation the Commission came to consensus regarding additional code changes and made their recommendations to **Shumaker**. He asked the Commission if they were comfortable with the decisions they had made during the meeting. They agreed expanding the process for public review and involvement was important and to have **Shumaker** develop a full draft proposal of changes leaving the colored boxes with change language in.

**Shumaker** advised the Commission of upcoming issues for future meetings. Pat Rice verified the December 9th PC meeting would include discussions and decisions on driveway standards and asked about public notice procedures on PC meeting agendas. Shumaker explained how the process would be structured regarding how ordinances are amended and that the recent public comments about notice would be included in any decision-making. **Shumaker** thanked the PC for holding a special meeting to accommodate the new mural applicants.

Acting Chair Zettler adjourned the meeting at 8 p.m.

Minutes prepared by Johanna Roe

### PLANNING COMMISSION MEETING MINUTES Monday, December 9, 2019 6:00 PM Stevenson City Hall

**Attending:** Commission members Valerie Hoy-Rhodehamel, Shawn Van Pelt, Mike Beck, Auguste Zettler, Jeff Breckel

**Staff in attendance:** Community Development Director Ben Shumaker, City Administrator Leana Kinley

Audience: Mary Repar, Dave Bennett, Curt Esch, Sherry Esch, Matthew Knudsen

Chair Hoy-Rhodehamel called the meeting to order at 6:00 p.m.

#### **Preliminary Matters**

- 1. **Chair Hoy-Rhodehamel selected Public Comment Option 2:** Any member of the public may participate in discussion throughout the meeting, provided that the Chair acknowledges them prior to their contribution.
- 2. Minutes

**Breckel** moved to approve the minutes as presented from November 11th, 2019. **Zettler** seconded. The motion was approved unanimously.

3. **Public Comment Period** (For items not located elsewhere on the agenda) Mary Repar commented on road conditions by the old Nazarene Church. She welcomed a Planning Commission discussion on driveway standards. Sherry and Curt Esch also spoke in appreciation of the Commission's work.

#### **New Business**

None.

#### **Old Business**

4. Engineering Standards Update

**City Development Director Shumaker** presented information on potential revisions to the Stevenson Engineering Standards (SES). Amendments include establishing specific public involvement procedures when amendments to the standards are considered and modifying the section of the engineering standards dealing with driveways. **Shumaker** noted there had been three letters received from community members asking the Commission to delay the discussion, and he asked if the Commission was willing to hold off or move forward with the agenda as prepared. Following general discussion Commission members determined that further delays would be inefficient and ample time had been provided for public participation. The Commission opted to continue discussion of the topic. Sherry Esch, audience member, noted her appreciation on the need to make decisions in a timely manner. She expressed concerns over her understanding that driveways would need to be 20' wide, as it could reduce buildable area in small lots.

It was explained that the perception of a 20' driveway width requirement from street to garage was in error. **City Administrator Kinley** pointed to page 30 of the packet, in which the requirement for a driveway for a single-family residence is spelled out. The approach is to be 20', but the driveway itself has a maximum width of 10'.

**Kinley** also cleared up confusion over which version of the International Fire Code the City has in place. 2012 was the last version of the IFC adopted. The newest version from 2018-19 is still under review and is not automatically approved. The earliest the City of Stevenson could adopt the newest version of the IFC would be mid-2020.

It was further explained none of the width standards have changed, just the formatting of tables within the documents. **Shumaker** referred to the table on page 29 showing maximum driveway width standards for single-family homes. The 20' x 30' approach standards apply to portions of the driveway within private road easements and/or public rights-of-way. Once the approach is cleared 20' width is not required. **Van Pelt** also noted the amended standards would not require a retroactive change to existing properties.

Dave Bennett suggested creating an 8' minimum driveway width after the initial access point for guidance.

Matthew Knudsen received clarification regarding minimum and maximum widths for a shared driveway between two homes.

Mary Repar spoke on the need for less technical language, suggested including an explanatory paragraph regarding access points and recommended pictures or drawings to help clarify understanding for the public.

**Chair Hoy-Rhodehamel** advised the Commission there was a decision point to address. She observed there had been increased public input and transparency and asked Planning Commission members for direction on continuing the review. The consensus was to carry on.

**Shumaker** recommended further discussion on driveways and referred to multiple attachments in the meeting packet. Attachment 6 had one change in it, changing *homes* to *lots*.

A draft proposal to remove language regarding cross-references to the IFC was not endorsed, and Commission members asked for the wording to be maintained to avoid confusion for applicants in the cases where the IFC still applies. Incorporating a figure to help define the distinction between a driveway approach and beyond and a table or text to clarify intent was also acknowledged by **Shumaker** as a further decision point. A proposal regarding surfacing of driveway sections was next taken up by the Commission. Mary Repar asked the Commission to encourage the use of permeable pavers or surface materials when possible to increase recharge of surface waters rather than contributing to run-off. Following a brief discussion it was agreed to maintain the surfacing requirements as written except the word *concrete* would be removed from the new section 8 concerning pavement alternatives. The Commission then returned to the matter of reviewing the draft change to Stevenson Engineering Standards regarding public input into the amendment process. Commissioners were uncertain if the changes suggested may result in them being tasked with addressing matters that aren't relevant to their work, e.g., advances in plumbing fittings. Rick May's letter (page 22, attachment 4 in the packet) initiated a conversation on how to guide what would come before the Planning Commission. Concerns about delayed decision-making and time constraints of the Commission and City staff were expressed. Commission members considered separate approaches to ensuring public engagement opportunities while maintaining the focus on land-use issues. **Beck** proposed a uniform process that all changes coming before the Commission be reviewed and then referred to City Council. **Breckel and Zettler** also spoke in favor of ensuring adequate public comment. **Van Pelt** suggested reviewing the City procedure of approving and adopting standards through an ordinance process as one way to streamline decision-making.

After an extensive discussion, Commission members agreed to initiate having the City Council hold public hearings on proposed changes to the engineering standards and increase public involvement by publishing adequate advance public notice. A provision for the City Council to refer specific items of those proposed code revisions to the Planning Commission for review and/or recommendations was included. The PC expressed a desire to be excluded from the review of updates to the International Mechanical Codes, International Building Codes, etc.

**MOTION: Zettler moved and Breckel seconded** to 1) have Shumaker develop language for presentation to the City Council on the amendment procedures for the engineering standards which would establish specific public involvement expectations and the Council's ability to refer matters to the PC and 2) recommend modifying the section of the standards dealing with driveways as discussed. The motion passed unanimously.

#### Discussion

#### 5. Staff & Commission Reports

**Shumaker** reported he was anxious to continue working on various projects including the downtown plan.

#### 6. Thought of the Month

Everyone was wished a Merry Christmas and a Happy New Year.

#### Chair Hoy-Rhodehamel adjourned the meeting at 7:40 p.m.

#### Minutes recorded by Johanna Roe

### STEVENSON PLANNING COMMISSION MEETING MINUTES STEVENSON CITY HALL Monday, January 13, 2020 6:00 PM

#### Attending:

Commissioners Auguste Zettler, Jeff Breckel, Shawn VanPelt, Mike Beck. Chair Valerie Hoy-Rhodehamel was absent.

Staff: Community Development Director Ben Shumaker

#### Audience members: Mary Repar

#### Meeting called to order at 6:00 p.m. by Acting Chair Auguste Zettler

#### **Preliminary Matters**

1. Chair & Vice Chair Elect a Chair and Vice-Chair to serve for 2020

 Acting Chair Zettler nominated Hoy-Rhodehamel to continue serving as Planning Commission chair in 2020. Zettler was nominated by Beck to be Planning Commission Vice-Chair for 2020. Beck motioned to approve the nominations as presented, Breckel seconded. The vote to approve was unanimous.

#### 2. Chair Selects Public Comment Option

• Zettler selected Option 2

#### 3. Minutes December 4th & 9th, 2019 Planning Commission Meeting Minutes

• **Beck** motioned to approve the Planning Commission minutes from December 4th and 9th, 2019 with a date correction at the page bottom for the December 9th minutes. **Breckel** seconded and the motioned was approved unanimously.

#### 4. Public Comment Period (For items not located elsewhere on the agenda)

 Mary Repar shared her concerns regarding affordable housing in the community. She related a news article that reported after the 2008 financial crash multiple foreclosed homes were often bought up by LLC's or other corporate entities. In Skamania County some people own more than one home and she suggested limiting home ownership to one home per person. She believes housing should not be a commodity and is planning to write to state legislators with her ideas. Her comments prompted the Planning Commissioners to initiate a broad discussion on affordable housing. Topics included defining 'affordable' housing, costs of regulation, public/private partnerships and incentives, issues affecting rural versus urban communities, subsidies, availability and price of land, local employment opportunities and other matters. Concerns about aging infrastructure, limited city and county budgets and the risk of relying on one large employer were also shared. All agreed there was no single solution to the problem. **Ben Shumaker**, Community Development Director noted the nearly

complete Buildable Lands Inventory and Housing Needs Analysis may offer some recommendations regarding the subject. He advised the Commission the updated downtown plan will be presented at the Stevenson City Council meeting on January 16th, 2020 and expressed hope to have it passed by February 2020.

#### **New Business**

5. **Biennial Comp Plan Amendments:** Establish a calendar to review requested amendments

- Shumaker presented information on a proposed amendment to the Comprehensive Plan initiated by the City of Stevenson. The request is to create a Capital Improvement Plan to preserve or enhance existing facilities and provide new assets that will support service needs and community growth in an efficient manner. He pointed to information on the proposal contained in the Commissioners meeting packet that showed changes as underlined text. He advised the Commissioners there was no action needed during the meeting but public notice would need to be published and a public hearing would need to be scheduled and held. A review of the proposal would take place at the February 2020 Planning Commission meeting. The Planning Commission has until April 30th, 2020 to make recommendations to the Stevenson City Council.
- 6. Short Plat Proposal: Determine whether to comment on SP2019-02 (Haakon's Vision)
  - Shumaker provided the Commissioners with information on a two lot short plat application. Following a short discussion the Commissioners agreed that City staff had the authority to make the decision regarding review and approval of the short plat application.

#### **Old Business**

None

#### Discussion

7. **Staff & Commission Reports** Driveway Standards Amendment Approved, Standards Amendment Change Not Approved, Property Line Alteration Amendments

The Commission members were provided an update by **Shumaker** on City Council action regarding the Driveway Engineering Standards and a proposal to amend the process by which other standards would be revised. The Council approved the changes to the Driveway Standards. The City Council then held a long discussion regarding the need for every standard revision to undergo a public hearing process. The consensus was the current system was working well, but they agreed to consider initiating a 'two-touch' policy whereby standard changes would be addressed through readings held over two consecutive meetings. An option to waive the second reading in the event of an emergency was suggested as a way to expedite time sensitive matters. City Administrator Leana Kinley will be providing the Council with information on how that process would work at the next City Council meeting.

**Zettler** observed the change to a two-touch system warranted public discussion. He commented the Planning Commission still needs to have input. **Breckel** noted the

Commission had suggested at its December meeting the City Council can refer items back to the Planning Commission, and reiterated that Shumaker could bring any land use issues to the Planning Commission prior to having it go before the City Council. **Zettler** stated he felt the issue had been a result of misinformation and misinterpretation of previous standard changes.

**Shumaker** did not provide any updates on Property Line Alteration Amendments due to lack of time to work on them. He will bring the information to the February Planning Commission meeting. He reminded Commission members of a short course on planning scheduled for Camas on January 30th.

#### 8. Thought of the Month None

Adjournment: Acting Chair Zettler adjourned the meeting at 7:03 p.m.

Minutes prepared by Johanna Roe



To: Stevenson City Council
From: Rob Farris, Fire Chief
RE: Fire Department Update – January 2020
Meeting Date: February 20th, 2020

#### Executive Summary:

Fire Department volunteers continued to do work on the new station project. Housekeeping efforts help determine needed storage space for current situation which will be used in public education information.

Fire Chief Rob Farris was out of service for most of the month of January with a medical issue unrelated to the Department. Assistant Fire Chief Gordy Rosander handled day to day activities and administration tasks. Chief Farris is expected to return to full service is the month of February

#### **Overview of Items:**

*New Fire Hall*: Joint Meeting with Council and Fire Commissioners on January 21<sup>st</sup> was productive. Tasks were handed out to small working groups to report back in a couple of months

*District AFG Grant:* Two companies showed interest in providing proposals on the new Pumper/Tender. Proposals were reviewed by the Fire Commissioners on January 13<sup>th</sup>. Toyne was selected as the vendor of choice. Chief Farris was directed to move forward with a Purchase Order using Sourcewell. Sourcewell is a co-operative purchasing group used by many AFG grant recipients.

#### Drills/Training/Calls:

October Drills/Training – 37 Hours of volunteer training time October Calls – 5 total

- 1 Motor Vehicle Collision
- 1 Burn Complaint
- 1 Mutual Aid (Structure Fire SCFD 5)
- 1 Mutual Aid (Chimney Fire SCFD 1)
- 1 Mutual Aid (Train car fire Cascade Locks)

<u>Action Needed</u>: Need Council's approval to upgrade the Fire Stations Bay doors so that they Auto-closed while on a fire call for security improvements. Also included in the upgrade is a chain driver lift system for when the power goes out. This is a safety improvement.



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970 FAX (509) 427-8202 7121 E Loop Road, PO Box 371 Stevenson, Washington 98648

To: Stevenson City CouncilFrom: Leana Kinley, City AdministratorRE: City Administrator Staff UpdateMeeting Date: February 20, 2020

#### Overview of items staff has been working on over the past two months:

<u>Project Planning</u> – I have updated the project tracking chart for 2020 projects. There were many items completed in 2019 and staff is on track to complete the items identified in the budget process.

<u>City Hall Refresh</u> – Staff has been working to refresh the layout of city hall (moved the furniture) to create more usable space and additional meeting/coworking areas. In the process we are cleaning out and reorganizing files for greater efficiencies.

<u>Smart Water Meter Project</u> – Commerce continues to process contracts with the city's being completed by the end of January. I will work on lining up the loan finding to coincide with the grant funding for project completion by summer.

<u>Training New Deputy Clerk Treasurer II</u> – Anders Sorestad started with the city the beginning of the year as the new Deputy Clerk/Treasurer II. He has been getting up to speed on his position and all that it entails.

<u>Public Records Requests</u> – Staff and I continue to respond to public records requests which have taken up substantial time.

<u>City Newsletter</u> – I am working on putting together a city newsletter to communicate the rate changes and an update on the city's progress in relation to the strategic goals identified last year. The goal is for it to go out around the time of the January bills.

<u>Annual Reporting</u> – With the end of the year comes the beginning of the annual reporting process. January was very busy with final quarterly reports, issuing W-2s and 1099s, closing out 2019, reconciling the accounts and reporting to the state. If you haven't received your W-2 or if it is incorrect, please notify Anders or me.

<u>Staff Holiday Potluck</u> – Staff had a fun holiday potluck to celebrate the season and the successes of 2019.

<u>Waterfront Project</u> – The Port is planning a trail ceremony in the first couple of weeks in May to celebrate the completion of the project. A meeting was held on February 12<sup>th</sup> to gather input on ideas.

<u>Street Light Retrofit</u> – In 2018 the city received a grant for \$109,077 to retrofit existing street lights to LEDs, 100% of the cost. The City saved over \$6,000 last year on its electric bill for street lights as a result.

<u>Permitting Module</u> – In researching other options for tracking permits, the best option remains with BIAS. The plan to move forward with BIAS was put on hold pending a quote from the county software vendor to piggyback onto their system. The annual service fee is \$3,021 (which will be prorated for 2020) versus the over \$15,000 we were quoted for using the county's software. The plan is to implement by the end of March for improved reporting and process efficiencies.

#### Action Needed:

Approve moving forward with BIAS permitting software as initially planned and approved in May, 2019.

#### City Of Stevenson MCAC #

2474 12/31/2019

2475 12/31/2019

2476 12/31/2019

2477 12/31/2019

2478 12/31/2019

Claims

Claims

Claims

Claims

Claims

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### **CHECK REGISTER**

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MCA	AG #:			12	2/20/2019 To: 12/31/2019		Page: 1
Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
2441	12/31/2019	Claims	1	EFT	Department of Revenue	3,486.82	December 2019 Taxes
2442	12/31/2019	Claims	1	14114	A&J Select		Misprinted on check.
2443	12/31/2019	Claims	1	14115	Aramark Uniform Services	105.55	December 2019 Statement
2444	12/31/2019	Claims	1	14116	BIAS Software	1,400.00	2019 Payroll Support
2445	12/31/2019	Claims	1	14117	BSK Associates	431.00	Water Samples; Water Samples
2446	12/31/2019	Claims	1	14118	Boot Barn	200.00	Boots-Ian Lofberg
2447	12/31/2019	Claims	1	14119	Carson Hardware	34.20	December 2019 Statement
2448	12/31/2019	Claims	1	14120	Centurylink Comm Inc	46.15	December 2019 Statement
2449	12/31/2019	Claims	1	14121	-	88.89	City Hall December 2019
2450	12/31/2019	Claims	1	14122	Columbia Cascade Housing Corporation	,	CDBG Grant Reimb Request #2
2451	12/31/2019	Claims	1	14123	Columbia Hardware, Inc.	666.09	December 2019 Statement
2452	12/31/2019	Claims	1	14124	Columbia River Disposal		Dec 2019 Garbage Service
2453	12/31/2019	Claims	1	14125	Consolidated Supply Co.		Water Meters; Brass Ball Valve
2454	12/31/2019	Claims	1	14126	Susan L Ebben		Boot Allowance
2455	12/31/2019	Claims	1	14127	Employment Security Dept.		Q4 2019-Eric Hansen
2456	12/31/2019	Claims	1	14128	Gorge Networks		December 2019 Broadband
2457	12/31/2019	Claims	1	14129	Gregory S Cheney PLLC		2019 Public Defender Fees
2458	12/31/2019	Claims	1	14130	,		Pea Gravel
2459	12/31/2019	Claims	1	14131	Jacobs' Services Inc.		December 2019 Cleaning
2460	12/31/2019	Claims	1		NAPA Auto Parts		December 2019 Statement
2461	12/31/2019	Claims	1		PUD No 1 of Skamania County		SR 14 & Frank Johns-December 2019 Statement; Walnut Park-December 2019 Statement; Second St Lights -December 2019 Statement; City Hall-December 2019 Statement; W End First St Lights-December 2019 Stat
	12/31/2019	Claims	1		Petty Cash		December 2019 Statement
2463	12/31/2019	Claims	1	14135	Port of Skamania County	38,199.55	Tourism Funds-Shoreline Amenities; Shoreline Restoration Split
2464	12/31/2019	Claims	1	14136	Print It! Inc.	48.47	Business Cards-Anders Sorestad
2465	12/31/2019	Claims	1	14137	1 0		Invoice For Dec 2019 IT
2466	12/31/2019	Claims	1	14138	Ricoh USA, Inc		December 2019 Statement
2467	12/31/2019	Claims	1	14139	Ronald L. Moeller	,	WWTP Services Dec 16-31, 2019
2468	12/31/2019	Claims	1		Skamania County Auditor		Election Costs-19.11.05
2469	12/31/2019	Claims	1	14141	Skamania County Chamber of Commerce	,	December 2019 Statement
2470	12/31/2019	Claims	1	14142	Skamania County Fair Board	,	TAC Funding For 2019 Gorgegrass
2471	12/31/2019	Claims	1	14143			Utilities/Maintenance Worker Ad; Utilities/Maintenance Worker Ad; Utilities/Maintenance Worker Ad; Legal Ad Ordinances 2019 1111-1112, 1148, 1151-1154; Ad: Legals - SSCS; Ad: Legals - SSCS
2472	12/31/2019	Claims	1		Skamania County Probation		Q4 Probation Costs 2019
2473	12/31/2019	Claims	1	14145	Skamania County Sheriff	1,225.00	Incarceration-Cassandra Carter; December 2019 Incarcerations - 14 Days

14146 Skamania County Solid Waste

14147 Skamania County Treasurer

14149 Traffic Safety Supply, CO

14150 Tribeca Transport LLC

Department

14148 Stevenson Downtown

Association

- 14 Days 71.05 Waste Disposal
- 135.39 Dec #2 2019 Remittance; 2019 Reimb. Reconciliation 10,591.69 2019 TAC Funding
- 395 706.30 Safety Cones 5,673.64 Transport Sludge To Three Rivers

### **CHECK REGISTER**

City	Of Stevenso	on				Time: 16:4	48:21	Date:	02/19/2020
MCA	AG #:			1	2/20/2019 To: 12/31/2019			Page:	2
Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo		
2479	12/31/2019	Claims	1	14151	US Bank	1,259.00	Stateme	ent; Dece	FD Credit Card mber 2019 Card 019 Card #2
2480	12/31/2019	Claims	1	14152	USA Bluebook	1,649.41	Lab Su	pplies Fo	r WWTP
2481	12/31/2019	Claims	1	14153	Verizon Wireless	/			2019 Services
2482	12/31/2019	Claims	1	14154	WEX Bank	446.11	Decem	ber 2019	Fuel
2483	12/31/2019	Claims	1	14155	Walking Man Brewing	2,000.00		unding Ro 19 Fools I	eimbusrement Fest
2484 2485	12/31/2019	Claims	1	14156 14157	Wallis Engineering, PLLC Woodrich, Kenneth B PC	46,967.18 2.112.00	& Colle Improv Service 2019; I Ave Im	ection Systements; Here Render December	Profesional ed In December 2019-Russell
			-			,	Service		_
2486	12/31/2019	Claims	1	14158	A&J Select	42.59	Decem	ber 2019	Statement
		100 Street 103 Touri 309 Russe 400 Wate 410 Waste	sm Promo a	& Develop nd em Upgra		89,935.83 2,916.80 71,689.13 1,868.86 27,629.42 45,098.32 2,736.78		5:	241,875.14
						241,875.14			•

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer:

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

Claims Vouchers Reviewed By:

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Auditing Committee (Councilmembers or Mayor)

### **CHECK REGISTER**

City Of Stevenson MCAG #:

### 01/01/2020 To: 01/31/2020

Time: 16:53:12 Date: 02/19/2020 Page: 1

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Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
234	01/24/2020	Claims	1	EFT	US Bank Safekeeping		Needs to be a Withdrawal, not a Claim.
76	01/16/2020	Claims	1	14159	Association of WA Cities	898.00	2020 City Membership
77	01/16/2020	Claims	1	14160	Avista Utilities	951.05	January 2020 Statement
78	01/16/2020	Claims	1		BIAS Software		2020 Maintenance & Hosted License
79	01/16/2020	Claims	1	14162	CenturyLink	238.18	January 2020 - Fire Dept - Acct # 313784194; January 2020 - City Hall - Acct # 313618073; January 2020 - Sewer Plant - Acct # 313575114
80	01/16/2020	Claims	1	14163	Class 5	282.99	Feb 2020
81	01/16/2020	Claims	1	14164	Columbia Gorge Fire Equip	592.36	Fire Extinguisher Servicing; Fire Extinguisher Servicing
82	01/16/2020	Claims	1	14165	Daily Journal of Commerce	261.36	Russell Ave Imp Ad For Bids
83	01/16/2020	Claims	1		Day Wireless Systems		Chargers For Fire Dept
83 84	01/16/2020	Claims			Evergreen Rural Water of		2020 Membership Dues
04	01/10/2020	Claims	1	14107	Washington	547.20	WA/WW
85	01/16/2020	Claims	1	14168	HD Fowler Company	1,184.15	Combination Air Valve For WWTP
86	01/16/2020	Claims	1	14169	IIMC International Institute of Munici	390.00	Membership Renewal-Mary Corey; Membership Renewal-Leana Kinley; New Application-Anders Sorestad
87	01/16/2020	Claims	1	1/170	Jacobs' Services Inc.	250.00	January 2020 Cleaning Service
88	01/16/2020	Claims	1		Office of State Treasurer - Cash Mgmt Di		January 2020 Rem
89	01/16/2020	Claims	1	14172	Print It! Inc.	75.39	Dedication Plaques-Karen Ashley And Jenny Taylor
90	01/16/2020	Claims	1	14173	RTC SW Regional Transportation Co	800.00	2020 Member Contributions
91	01/16/2020	Claims	1	14174	Radcomp Technologies	687.46	Sophos Red WWTP; Jan 2020 Monthly Billing
92	01/16/2020	Claims	1	14175	Ricoh USA, Inc	83.00	January Invoice For Acct # 1423799-3231813
93	01/16/2020	Claims	1	14176	Skamania County Chamber of Commerce	230.00	2020 Dues
94	01/16/2020	Claims	1	14177	Skamania County District Court	817.53	2020 Jury Management Services
95	01/16/2020	Claims	1	14178	Skamania County Pioneer	90.48	Ad: Legals - SSCS
96	01/16/2020	Claims	1	14179	-		Jan 2020 Rem
97	01/16/2020	Claims	1	14180	-		Jan 2020 Court Contract; Jan 2020
98	01/16/2020	Claims	1	14181	US Bank	391.49	December 2019 Card #2; January 2019 Card #2
99	01/16/2020	Claims	1	14182	USA Bluebook	1,552.72	Analytical Balancer
100	01/16/2020	Claims	1		WESCO Receivables Corp.		Photo Cell For Street Light
101	01/16/2020	Claims	1		WEX Bank		Jan 2020 Fuel Statement
102	01/16/2020	Claims	1		Walter E. Nelson, CO		Trash Liners
102	01/16/2020	Claims	1		Wahen E. Neison, CO Washington Cities Insurance		1.1.2020 - 11.30.2020 Insurance
105	01/10/2020	Claims	1	14100	Authority	45,050.00	Premiums
104	01/16/2020	Claims	1	14187	Wave Broadband	75.00	Jan 2020 Services
		100 Stree 103 Touri 309 Russo 400 Wate 410 Wast	sm Promo & ell Ave r/Sewer Fur ewater Syste	& Develop nd em Upgra		43,573.78 7,473.64 19.70 261.36 25,303.12 1,184.15	
		500 Equip	oment Servi	ce Fund		9,065.39	Claims: 8 397
						00,001.14	

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City Of Stevenson				Time:	16:53:12	Date:	02/19/2020
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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: \_\_\_\_\_ Date:\_\_\_\_\_

Claims Vouchers Reviewed By:

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Signed:\_\_\_\_\_

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Auditing Committee (Councilmembers or Mayor)

### City Of Stevenson MCAG #:

### **CHECK REGISTER**

02/01/2020 To: 02/20/2020

Time: 16:52:58 Date: 02/19/2020 Page:

1.101	10			0.			i uge:
Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
309	02/20/2020	Claims	1	EFT	Department of Revenue	4,557.61	January 2020 Taxes
310	02/20/2020	Claims	1		A&J Select	30.65	Jan 2020 Statement
311	02/20/2020	Claims	1		Aramark Uniform Services	125.45	Jan 2020 Statement
312	02/20/2020	Claims	1		Avista Utilities	765.44	January 2020 Statement-Gas Service
313	02/20/2020	Claims	1	14199	BIAS Software	1,400.00	2020 Payroll Support
314	02/20/2020	Claims	1	14200	BSK Associates	,	WWTP Sampling, Water Sampling
315	02/20/2020	Claims	1		Board For Volunteer Firefighters		2020 Pension Payment
316	02/20/2020	Claims	1	14202	Cascade Columbia Distribution Company	1,893.73	Water Plant Chemicals
317	02/20/2020	Claims	1	14203	CenturyLink	238.18	February 2020 - Fire Dept - Acc # 313784194; February 2020 - Sewer Plant - Acct # 313575114 February 2020 - City Hall - Acct # 313618073
318	02/20/2020	Claims	1	14204	Centurylink Comm Inc	45.11	Jan 2020 Long Distance Phone
319	02/20/2020	Claims	1	14205	City of Stevenson		City Hall 12.21.19-1.20.20
320	02/20/2020	Claims	1		Clark County Auditor	5,508.40	Striping Streets
321	02/20/2020	Claims	1	14207	Class 5	442.64	March 2020 Phone; New Phone For WWTP
322	02/20/2020	Claims	1	14208	Columbia Hardware, Inc.		Jan 2020 Statement
323	02/20/2020	Claims	1	14209	Columbia River Disposal	197.57	Jan 2020 Garbage Service
324	02/20/2020	Claims	1	14210			Marking Paint; PVC Pipe With Rings
325	02/20/2020	Claims	1	14211			Jan 2020 Services
326	02/20/2020	Claims	1		Department of Health	,	2020 Operating Permit/Certification System Fee
327	02/20/2020	Claims	1	14213	Discover Your Northwest	,	Jan 2020 Tourism Services
328	02/20/2020	Claims	1		Eagle Newspapers, Inc.		Public Works Department Position Ad
329	02/20/2020	Claims	1		Foster Garvey PC		BLA - Rice/May
330	02/20/2020	Claims	1	14216			Feb 2020 Broadband/Phone; March 2020 Broadband Services
331	02/20/2020	Claims	1	14217			January 2020 Court Appointed Attorney Costs
332	02/20/2020	Claims	1	14218	Knapp, O'Dell & MacPherson		Richard Henrichsen - 9Z0167424
333	02/20/2020	Claims	1		NAPA Auto Parts		Jan 2020 Statement
334	02/20/2020	Claims	1	14220	Office of State Treasurer - Cash Mgmt Di	,	February 2020 Remittance
335	02/20/2020	Claims	1	14221	One Call Concepts, Inc.		Jan 2020 Statement
336	02/20/2020	Claims	1	14222	PUD No 1 of Skamania County	2,577.35	Frank Johns Blinker Light-Jan 2020 Statement; 389 Gropper-Jan 2020 Statement; First Street Shop-January 2020-Statement; Ryan Allen Well-January 2020 Statement; Ryan Allen WTP-January 2020
337	02/20/2020	Claims	1	14223	Petty Cash	201.53	January 2020 Statement
338	02/20/2020	Claims	1	14224	•		Pre-Employment Screening-Jonathan
339	02/20/2020	Claims	1	14225	Radcomp Technologies	1,989.80	Sophos Red WWTP; WWTP Fiber Service, Server Migration; Feb 2020 - Monthly Billing
340	02/20/2020	Claims	1	14226	Ronald L. Moeller	12,036.09	WWTP Services 01.01.20-01.15.20; WWTP Services
341	02/20/2020	Claims	1	14227	Skamania County Chamber of Commerce	16,046.95	January 2020 Statement

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City Of Stevenson MCAG #:

02/01/2020 To: 02/20/2020

Time: 16:52:58 Date: 02/19/2020 Page: 2

Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
342	02/20/2020	Claims	1	14228	Skamania County Pioneer	667.48	Newspaper Renewal; Utilities/Maint Worker Ad; Planning Commission Comp Plan Amendment; Utility Rate Change Ad; Russell Avenue Improvements Ad; Russell Avenue Improvements Ad; Special Meeting 1.21.2020
343	02/20/2020	Claims	1	14229	Skamania County Probation		January 2020 Probation Costs
344	02/20/2020	Claims	1	14230	Skamania County Prosecutor	1,333.00	Feb 2020 Remittance
345	02/20/2020	Claims	1	14231	Skamania County Solid Waste Department	30.00	Fridge To Transfer Station
346	02/20/2020	Claims	1	14232	Skamania County Treasurer	,	Feb 2020 - LE/LiqExcise/CVC; Feb 2020 Municipal Court Contract; 2020 Property Taxes - DNR Fire Controll & Fire Fee
347	02/20/2020	Claims	1	14233	Solutions Yes, LLC	38.24	Copy Paper
348	02/20/2020	Claims	1	14234	Traffic Safety Supply, CO	341.71	Street Signs; Street Signs
349	02/20/2020	Claims	1	14235	US Bank Safekeeping		Jan 2020 Bond Safekeeping
350	02/20/2020	Claims	1	14236	US Bank	4,695.98	January 2020 FD Credit Card Statement; January 2020 Card #1 Statement; Jan 2020 Card #2 Statement
351	02/20/2020	Claims	1	14237	USA Bluebook	1,041.39	Lab Supplies; Rubber Coated Gloves; Lab Supplies For WWTP; Lab Supplies For WWTP
352	02/20/2020	Claims	1	14238	Verizon Wireless	87.72	Jan 2020 Services
353	02/20/2020	Claims	1	14239	WEX Bank	1,224.54	Feb 2020 Fuel Statement
354	02/20/2020	Claims	1	14240	Wallis Engineering, PLLC	39,537.12	January 2020 WWTP System Improvements; January 2020 Services
355	02/20/2020	Claims	1	14241	Waste Connections Vancouver District 2	9.72	Shredding
356	02/20/2020	Claims	1	14242	Wave Broadband	75.00	Feb 2020 Services
357	02/20/2020	Claims	1	14243	Woodrich, Kenneth B PC	1,464.00	Jan 2020 Professional Services
		001 General Expense Fund 100 Street Fund 103 Tourism Promo & Develop Fund 309 Russell Ave 400 Water/Sewer Fund 410 Wastewater System Upgrades 500 Equipment Service Fund				37,322.45 7,017.61 18,392.24 2,798.96 27,413.24 37,022.08 1,970.29	
							Claims: 131,936.87

131,936.87

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City Of Stevenso	on				Time:	16:52:58	Date:	02/19/2020
MCAG #:			(	02/01/2020 To: 02/20/2020			Page:	3
Trans Date	Туре	Acct #	Chk #	Claimant	Ar	nount Memo	1	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Stevenson, and that I am authorized to authenticate and certify to said claim.

Clerk Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

Claims Vouchers Reviewed By:

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Signed:\_\_\_\_\_

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Auditing Committee (Councilmembers or Mayor)