AGENDA CITY OF STEVENSON COUNCIL MEETING June 21, 2018 6:00 PM, City Hall

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.

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) Minutes of May 17, 2018 Council Meeting and June 6, 2018 Special Council Meeting (p 6 & 18)
- **b)** Water Adjustment Skamania County Recreation Center (meter No707700) requests a water adjustment of \$1,000.00 for a broken waterline which they have since repaired.
- c) Liquor License Renewals Main Street Convenience (#073229), Jester & Judge (#418888), Jester and Judge (#418868)
- d) Liquor license application in lieu of current privilege– Clark and Lewie's (#085380)

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) 6:15 Transportation Improvement Program Public Works Director Eric Hansen will present the updated Six-Year Transportation Improvement Program (TIP) for public input and Council review. This is the second of two scheduled public hearings for the annual TIP update. (p 20)
- **b) 6:30 Findings of Facts Supporting the Wastewater Moratorium Renewal Ordinance** -City Administrator Leana Johnson will present Resolution 2018-311 regarding adoption of the findings of facts supporting the renewal of the wastewater moratorium with Ordinance 2018-1120. (p 29)

- 6. FIRE DEPT UPDATE: Fire Chief Rob Farris will provide an update on the Fire Department.
- a) Approve Resolution 2018-315 Rescinding Signature for Region IV Homeland Security Council Termination – City Administrator Leana Johnson requests approval of this resolution which rescinds the signature on the Region IV Homeland Security Council resolution terminating the group. (p 31)
- **b)** Approve Mackenzie Proposal for Fire Hall Design Services City Administrator Leana Johnson requests approval of the Mackenzie proposal for design services for the new Fire Hall in the amount of \$127,070. (p 32)

7. PRESENTATIONS FROM OUTSIDE AGENCIES:

- a) Stevenson Community Pool Stevenson Community Pool Manager Meaghan Young will update City Council the Community Pool and will request Council approval of pool support funding for 2019 in the amount of \$30,000. (p 41)
- b) Skamania County Economic Development Council Executive Director Kari Fagerness will update City Council on recent EDC activities.

8. OLD BUSINESS:

- a) Approve Resolution 2018-314 Revising the Personnel Policy City Administrator Leana Johnson presents resolution 2018-314 for council consideration. Most of the updates to the Personnel Policy have been discussed at previous council meetings and all have been discussed with staff. (p 45)
- b) Approve Municode Contract Amendment City Administrator Leana Johnson requests council approval of the addendum for Municode Meeting and Agenda Management services. (p 160)
- c) Sewer Plant Update Public Works Director Eric Hansen will provide an update on the Stevenson Wastewater System and the Compliance Schedule. (p 165)

NEW BUSINESS:

- a) Discuss North Bonneville Interlocal Agreement City Administrator Leana Johnson presents for discussion the ILA between the City of North Bonneville and the North Bonneville Public Development Authority regarding the relocation of the cannabis retail store. (p 185)
- b) Approve Contract with Mission Communications for SCADA Services City Administrator Leana Johnson requests approval of the contract with Mission Communications in the amount of \$29,130.00 and an annual service fee of \$2,660 for SCADA telemetry services. (p 193)

- c) Approve City Hall Space Lease for 3-Squares Program City Administrator Leana Johnson requests approval of the month to month lease agreement with Shepherd of the Hills Lutheran Church to lease a 375 square foot area of the basement of City Hall for the 3-Squares program. (p 199)
- d) Approve Ordinance 2018-1122 Authorizing the Adoption of the Salary Schedule by Resolution - City Administrator Leana Johnson requests approval of Ordinance 2018-1122 to allow salaries to be adopted by resolution rather than by ordinance as described in the resolution. (p 214)
- e) Approve Resolution 2018-312 Revising the Salary Scale and Firefighter Pay City Administrator Leana Johnson requests approval of Resolution 2018-312 which revises the salary scale to include the new positions for Wastewater Treatment Plant Operator, revised job descriptions, increased Volunteer Firefighter pay and adjustments to Gordy Rosander's salary as discussed at the last council meeting. (p 215)
- f) Approve TAC Funding Recommendations The Tourism Advisory Committee (TAC) recommends approval of three contracts for lodging tax funds. A contract with X-Fest Northwest in the amount of \$1,000 for marketing, a contract with Tony Bolstad for Kitefest in the amount of \$3,000 for marketing and a contract with the Port of Skamania County for Stevenson Waterfront Enhancements in the amount not to exceed \$155,000. (p 217, 223 & 229)
- g) Approve Resolution 2018-313 Authorizing a Local Agency Agreement for the Russell Avenue Rebuild Project - Public Works Director Eric Hansen requests approval of Resolution 2018-313 which authorizes the Mayor to enter into a contract with the Washington State Department of Transportation for the Russell Avenue project. The current contract amount is \$147,885 for engineering and the total estimated street portion of the project cost is \$982,659. (p 244)
- h) Approve Contract with Kitchen Electric for Streetlight Upgrade Public Works Director Eric Hansen requests council approval of the contract with Kitchen Electric to install LED replacement fixtures on all city street lights in the amount of \$109,077. (p 254)
- Approve Contract with Levanen, Inc. for Logging Services City Administrator Leana Johnson requests approval of the logging contract with Levanen, Inc. to harvest approx.
 620 MBF of logs for payment as stated in Exhibit A of the contract. (p 257)
- Approve Ordinance 2018-1024 Establishing a Moratorium on Shipping Container Sitings – City Administrator Leana Johnson presents this ordinance for your approval which will place a moratorium on the installation of shipping containers within the city. (p 278)

k) Approve Ordinance 2018-1025 Related to Portable Toilets in the C1 Zone – City Administrator Leana Johnson presents this ordinance for your approval which will only allow portable toilets to be used on a temporary basis in the city's downtown. (p 281)

INFORMATION ITEMS:

- a) Building Permits Issued There are currently 18 active building permits for new homes with 6 of those being issued in 2018.
- b) Timber Harvest The initial estimate of timber that could not be harvested due to the NSA was underestimated resulting in a reduction of the overall revenue projections by \$250,000. There will also be a longer permitting process on 14 acres which will result in the potential delay of harvesting this remaining 14 acres until next summer. We will still be able to move forward on logging 15 acres this summer
- c) Sheriff's Report A copy of the Skamania County Sheriff's report for May 2018 is attached for Council review. (p 283)
- d) Municipal Court Cases Filed A summary of Stevenson Municipal Court cases recently filed is attached for Council's review. (p 294)
- e) Planning Commission Minutes Minutes are attached from the 5/14/18 and 5/29/18 Planning Commission meetings. (p 295 & 305)
- **f)** Chamber of Commerce Activities The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in May 2018. (p 310)

CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Eric Hansen, Public Works Director
- b) Leana Johnson, City Administrator

VOUCHER APPROVAL AND INVESTMENTS UPDATE:

a) May 2018 payroll and June 2018 A/P checks have been audited and are presented for approval. May payroll checks 12512 thru 12537 total \$93,231.81 which includes two direct deposits, one EFTPS and two ACH payments. A/P checks 12538 thru 12601 total \$210,914.77 which includes three ACH payments. 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. One \$300,821.97 investment purchase in May 2018; US Bank Bond Principal \$300,196.80 + \$625.17 accrued interest purchased. (p 313)

MAYOR AND COUNCIL REPORTS.

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.]

EXECUTIVE SESSION - City Council will convene in Executive Session under:

a) RCW 42.30.110.1(b) to consider the selection of a site or the acquisition of real estate.

RETURN TO REGULAR SESSION - Mayor will reconvene the regular Council meeting and call it order.

CITY COUNCIL ACTION - City Council will consider action based on the discussions held in Executive Session.

ADJOURNMENT - Mayor will adjourn the meeting.

UPCOMING MEETINGS AND EVENTS:

-June 22 & 23 - Gorge Blues and Brews

-June 26 - Skamania EDC Pub Talk at Elk Ridge

-July 4 - Independence Day, City Hall Offices Closed

-July 19 - Regular Council Meeting

MINUTES CITY OF STEVENSON COUNCIL MEETING May 17, 2018 6:00 PM, City Hall

1. **CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor called the meeting to order at 6 p.m., led the group in reciting the pledge of allegiance and conducted roll call.

Councilmember Amy Weissfeld requested an excused absence. She will be calling in late, around 7 p.m and has requested that Council hold voting on the marijuana topic until then. Woodrich clarified that it is not an absence, which would disqualify her from voting, but a late, which means if she shows at all in any way she will still be allowed to participate and vote.

<u>Council Members Present:</u> Jenny Taylor, Mark Peterson, Robert Muth, Paul Hendricks, Amy Weissfeld (late via phone)

Council Members Absent: None

<u>Staff:</u> Ben Shumaker, Ken Woodrich, Leana Johnson, Eric Hansen <u>Guests:</u> Mary Repar, Terese Stacy, David Prosser, Mario Hereda, Rick May, Robin Legun

2. CHANGES TO THE AGENDA: None

- 3. CONSENT AGENDA: The following items are presented for Council approval.
 - a) Minutes of April 19, 2018 City Council Meeting
 - b) Liquor license renewal –Clark and Lewie's (#085380).
 - c) <u>Liquor license application</u>- Big T's Grill.
 - d) <u>Special Occasion Liquor license application</u> Friends of the Stevenson/N. Bonneville Libraries at the Stevenson Library on June 11th.
 - e) <u>Special Occasion Liquor license application</u> American Legion Auxiliary Coy-Catlin Post 137 at the Skamania County Fairgrounds during the Fair (Aug 15-18).
 - f) <u>Special Occasion Liquor license application</u> Skamania County Chamber of Commerce at the Skamania County Fairgrounds for Gorge Grass (July 26-28).
 - g) <u>Training Request</u> Scott Anderson, Mayor, requests approval to attend a 3 day Regards to Rural conference in Portland, OR May 18-20. Approximate cost to the City will be \$350 plus taxes for lodging.

MOTION: MUTH moved to approve items a-g. Johnson explained that she can no longer attend the 3-day conference and offered her spot to Hendricks, if open. TAYLOR seconded. No objections. Approved unanimously.

4. PUBLIC COMMENTS:

Stacy thanked the Council and the Planning Commission for their efforts on adjusting the marijuana boundary.

Repar brought attention to two issues. First, she spoke of the value the skate park holds for the children and their physical activity and enjoyment. She noted that it needed repair but now it's gone. She asked who is responsible for skate park and whether it would be put back up. She stated that it is important for teenagers to have, especially during the summer months. MUTH explained it was a county park on county property. HENDRICKS added that himself and other dads in the area have talked about building a real skate park in town and he is willing to talk more with Repar about this possibly. Second, she noted cars with Oregon plates who seem to be repetitive in town, possibly Washington residence. She questioned, if residents haven't changed their plates, are they not

paying Washington state road tax? She stated those who live here should have Washington plates. She sent an email to the Department of Transportation regarding money lost and is wondered how this may affect communities and road taxes. She stated that this is something we need to be aware of. MUTH reported that Clark County recently started cracking down and noted an article in their local paper. Woodrich added that Stevenson hasn't adopted a city local tag tax, which could be a source of revenue, but that won't necessary help people register cars. Anderson noted that it comes down to law enforcement. Woodrich added that one of Clark County's strategies was to patrol cars at the local schools during drop off and pick up.

Prosser discussed the condition of the road he lives off of, which is within city limits. He reported that two truckloads of rock were brought in, paid by residents, and he spread it on the road himself. He stated that, without that work, the road creates a lot of dust. He cleans the culvert and the ditch and mows grass on the side of the roads. After the snow storm, which covered the road and surrounding vegetation with 3-4 inches of snow and ice, the city plow cleared it on the third day and the gravel was pushed up off the road. He explained that most of the road is on his property but it is identified as a city road. There is no sidewalk and no cover, not even oil cover. He wants the city to provide something to maintain the dust issue.

Hereda brought attention to the agenda item regarding the Community Development Block Grant (CDBG), which was recently awarded to the city. He shared appreciation for the opportunity to work with the city and willingness to answer any questions. Anderson noted this topic as the next agenda item and asked further discussion on the topic to wait.

5. PUBLIC HEARINGS:

a) <u>6:15 – Community Development Block Grant (CDBG)</u> - This hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state CDBG, and receive comments on proposed activities, particularly from lower income persons.

Hereda then explained that the goal of the grant is to improve the conditions of people living in Stevenson. The program runs from Klickitat to Skamania County and holds preferences on veterans, those over the age of 65 and residents who are disabled. Johnson explained that residents will directly apply for the grant to rehab their homes. HENDRICKS asked if applicants needed to be the owner of the property. Hereda confirmed yes and they must be living on the property as well. Anderson asked who will administer the funds. Hereda confirmed the city does. The Columbia Cascade Housing Corporation will work with Johnson and will complete most of the work. Additionally, an application will be submitted for the amount of \$400,000 and, if funded, awarded to the city of Stevenson for home repair in Skamania and Klickitat Counties and administered through the sub-recipient Columbia Cascade Housing Corporation. This money could be split evenly but is based on applications. Hereda explained that ads will be run in the local paper as well as on the radio and a flier has been posted in the Post Office and Hegewald Center. Johnson explained that recent ads were for creating a pre-application list to show need before the city applied. Once the city gets the funds, the ads will continue, likely for 6 more months. MUTH asked what type of improvements were covered. Hereda explained that they are based in health or safety or ADA accessibility. Projects such as plumbing, electrical, fixing leaking roofs, placing gutters, windows, insulation, pretty much anything short of remodel updating. He detailed further that working with them qualifies homes for free insulation. The

program also tries to work with all the agencies in the surrounding area to provide free services and products when possible. The Council mentioned the Director for Seniors Programs, Sophie Miller, and Hereda is willing to reach out and work with her as well.

b) <u>6:24 – Transportation Improvement Program</u> - Public Works Director Eric Hansen presented the updated Six-Year Transportation Improvement Program (TIP) for public input and Council review. This is the first of two scheduled public hearings for the annual TIP update.

Hansen provided new packets to the Council that show updates on the index numbers and updated costs. The first project listed was funded with STP. The second project was identified through citizens' request. The third project received funding as a result of application through TIB grant and was awarded proper sidewalk money. Hansen explained that most of the projects on the list were included because there are grant programs available to fund most of them.

In regards to Prosser's road, Hansen noted that it has to be on the local TIP to be submitted to the state and it is hard to find a grant program that will fund a local access street. Woodrich explained that the issues with the road go back to development and that, years ago, there weren't requirements for the developer to build that road the way it should have been built out. He suggested an LID but it would cost the residents more. Prosser explained that he ran the numbers on paving the road and the County didn't show interest. Repar spoke in agreement with Prosser's issue and that suggesting an LID is not the right answer. She spoke to the city's responsibility to maintain roads. Woodrich also explained that there is a public duty doctrine which protects the city from being liable if a fire truck couldn't turn around on a road, for instance.

May spoke to roads being expensive and difficult. He suggested one way to decrease prices is to look at road standards and mentioned that a road diet would be coming to the Council in the future. He stated the importance of reviewing this information to determine what makes sense and what makes projects more likely to be tackled and completed. Shumaker noted the joint meeting between the Planning Commission and the City Council in December of 2016 to look at planning developments and the road diet. He recently took the road diet to Planning Commission this year and they felt it was a band aid approach and would likely have to be reviewed and changed at a later date to align with other projects so they voted to hold off. There is a current proposal that can be taken straight to the Council if they want to bypass the Commission. It doesn't need to go to the Commission first if the Council wants to look at it. MUTH noted that it should come from the Commission up to Council. May asked if the Council can give the Commission guidance and suggest that they look at it again so it can be discussed by the Council. Anderson noted that the transportation plan, which is still in the works, might guide that road process and that is why it needs to be considered whether to take on a band aid approach or not. Shumaker stated that this short-term approach could be successful in this case. The analysis of local access streets and the proposal meets somewhere in the middle of current requirements and what's on the ground within the community currently. He would be happy to give the Commission that direction to review again, based on this conversation. HENDRICKS asked how many roads in the city are experiencing the same issues as Prosser's road? Hansen to provide that information at the next meeting.

This is the first of two meeting conversations. Hansen explained that the current information is a draft and City Council has final approve the projects. The current list provided is not in order of

priority. The plan is to get the RFQ out, get the engineer on board, get the generic plans outlined, provide a public meeting and public input, which will steer Council toward a final design.

Anderson invited Prosser to come back next month to continue this conversation at the next meeting. Close 6:46 p.m.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) <u>Stevenson Carson School District</u> - Superintendent Karen Douglass presented an update to Council on the Pool. Douglass thanked the Council for their support getting the pool open and for their support during the 2018 year. She explained that the school year budget is approved July to August and is presenting to the Council now on where things are at currently and a request will be coming next month.

Douglass explained that, previously, the pool had been closed for 6 years due to finances but it was determined that it cost \$35-40,000 to have it closed. At that time, they were deciding whether to close it completely or open it with an efficient model. After one year open, they are still building all the partnerships they need. She shared that she was disappointed in grant funding but is hopeful there will be more next year. She is asking the commissioners for funding next month. Additionally, the community wants to start up a friends group and will be approaching a few 501c3 options to see about funding. At this time, Douglass feels it's too soon to give up on the pool project. She is working on re-establishing partnerships and asking for a bit more. In 2018, they asked for \$20,000 and they will now be asking for \$25,000 this year. There are currently three grants out that haven't yet been approved as well as additional fundraising. They have held five roundtables and every single one had a mention of the pride felt now that the pool is open and continues to be open. They are employing student lifeguards, providing lessons to babies and exercise lessons to seniors, and holding movie nights. She mentioned that she still has people saying that they don't know the pool is back open and she wants to continue spreading the word in the community. Douglass is hoping that the city will still like to partner with the school district on this endeavor. She would be happy to prepared any additional information or answer additional questions Councilmembers may have. She noted that the RDI group has chosen the pool as their project and will be working on the tennis court next to pool to make it more inviting and family friendly. They also have a new pool manager who is dedicated to keeping the pool going. She has helped create summer camps to increase revenue. She noted that spring and summer are higher revenue points and that January to March were better than the fall. They recently piloted early morning swim and it's breaking even at this time and they are committed to only continuing events and opportunities that are revenue positive.

The city will call for a motion next month when the proposal is received.

7. OLD BUSINESS:

a) <u>Approve Ordinance 2018-1121</u> - Staff has prepared this ordinance which reduces the marijuana buffer zone from 1,000' to 100' for all uses except schools and playgrounds. Additional information regarding the commercial parcels impacted and retail licenses available was included in the packet.

Noting the included map, Shumaker explained that the core of town remains off limits but 12 additional properties could be outside buffer. The hashed area is 1000 feet from the elementary school. The additional properties are colored green and identified with text ("1 Lot", "2 Lots", "5 Lots", etc). On the west side, the first is the vacant property along Rock Creek. On the other side of the highway are two privately owned lots. The Port property and Bob's Beach office would be in the "yes" area. There are five residential lots on the property that the city helped the Port buy. On the east end there is the hardware store, the Rodeway Inn, and it looks like Stacy's property is within the buffer. Shumaker detailed that any portion of a property within the buffer would mean the whole property is considered in the buffer and is excluded. HENDRICKS noted that not a lot would change. Johnson explained that only two licenses are allocated for the county and both are currently being used, with one proposed additional allotment. HENDRICKS observed that not only are both licenses already taken but there are not many places to put a shop in Stevenson. MUTH noted the previous comments with the view coming up Russell Street not looking inviting enough and now we add this on the east or west of our town. He also noted that law enforcement asked the city not to do it. There is a 50-50 split in the community. HENDRICKS doesn't see a difference in consumption rate versus buying in town or buying outside of town. MUTH stated worry about the image it portrays. TAYLOR asked if there is any extra revenue to the city. Johnson noted the sales tax and the overall amount depends on sales. Woodrich noted that it depends on what agreements Stevenson and North Bonneville entered into, assuming North Bonneville would want to enter into an agreement with Stevenson to relocate their shop. Legun explained that in North Bonneville they receive a cut of the sales tax from 1.2 million plus percentage of excised tax. Most of that goes to the state but the city gets 1% of \$400,000. Stevenson would get the sales tax from \$1.5 million business. Woodrich confirmed that a little bit does comes back to the city.

MOTION: HENDRICKS moved to authorized ordinance 2018-1121 to reduce marijuana buffers in Stevenson from 1000 feet to 100 feet. PETERSON seconded. TAYLOR and MUTH opposed. WEISSFELD did not call into the meeting at 7 p.m. to vote, as requested. Mayor cannot break a tie on this ordinance so it's not approved. Woodrich explained that this can come up as many times as the Council wants it to come up. HENDRICKS asked for it to be placed on the agenda again next month.

WEISSFELD called in after initial voting and requested a revote.

MOTION: HENDRICKS moved to approve ordinance 2018-1121 reducing the marijuana buffers from 1000 feet to 100 feet. PETERSON seconded. MUTH expressed that the Council did not discuss the impacts that it's going to impose on the city. HENDRICKS, PETERSON, WEISSFELD in favor, TAYLOR and MUTH opposed. Approved by a vote of 3-2.

b) <u>Discuss Personnel Policy Changes</u> - A memo was presented to council prior to the meeting with information regarding changes to the Standby Pay, the Cell Phone policy, Job Descriptions and corresponding salaries. Johnson explained the analysis, comparing 10 cities with populations less than Stevenson, 10 cities with populations more but within the same range and similar in nature, as well as cities nearby, to compare salaries and benefits for city staff, elected officials and firefighters.

TAYLOR noted that standby pay is blended in. Johnson confirmed that it is treated as salary pay with no retirement impact. The city is currently in the upper range when we put this money into

base salary. Most cities on the list appear to be unionized. Based on results, if the city was to look at standby pay, the staff is recommending between \$1.50-2.50. TAYLOR asked if the consumer price index (CPI) will be applied every year and Johnson explained that most cities just reassess but the city can adopt a \$2 pay that adjusts with CPI. TAYLOR noted that standby rotates each week and asked if there are any limitations. Johnson explained that employees on standby have to be within a half hour of the city and can't be impaired.

Further, many public works employees use cell phones more and use radio less often because they need to be able to take photos in the field. The majority of the cities on the list provide or reimburse cell phone use. Johnson suggested that if Council wants to move forward with cell phones, the staff recommends using the phone contract rate we would pay for the benefit. TAYLOR asked if there are benefits to providing cell phones over reimbursement? Johnson explained there is benefit for the employee. A request for public records would mean the employee would have to give over their phone. There is an update to the personal policy so they know that risk. Woodrich explained that if it's their personal device, the city can't require them to allow us to search it. The city can, however, require them to do the search and provide the records for the search. It can be more cumbersome than having a city device but records request might require a personal device search anyway.

Johnson explained that, overall, other positions and salaries identified were pretty comparable. One position that was low was Stevenson's Planning Director position. Staff recommendation is to change the Planning Director position to Community Development Director with the salary range equal to the Public Works Director position. This would update the Planning Director job description to include the primary job duties and tasks currently being conducted but not spoken to.

Considering medical benefits, most pay 100% of benefit for employee but families of 4 is where it varies. Johnson explained that there is a lot involved in trying to be a well city, which is an activity program that meets on a regular basis and allows for lower premiums and brings costs down. Staff proposed this program previously rather than pay for some of their premiums. Woodrich explained that the city can provide health insurance to all elected officials, including mayor.

Staff recommend increasing volunteer firefighters' rates.

Johnson's goal is to have everything updated for a vote at the next meeting.

c) <u>Approve Revised Salary for Gordy Rosander</u> - City Administrator Leana Johnson requested approval of a revised annual salary for Gordy Rosander until the medical premium overpayment has been repaid. Johnson explained that, by statute and case, Rosander has to pay the premiums back. Staff proposed to pay him a revised monthly salary in the interim. Johnson explained that it's within the personnel policy, which could mean it's as much Rosander's responsibility to notice as it is the city's responsibility to catch it. This salary adjustment option is intended to make the impact/burden on him \$0. TAYLOR asked if will affect his PERS later. Johnson confirmed that yes, it will, and he is also paying more in taxes. TAYLOR asked what steps the city is taking to insure this doesn't happen again. Johnson explained that the staff has a new spreadsheet to keep track of the dependents. TAYLOR asked if there are other policies that extend to age 26. Johnson noted that other cities have split 80-20 and don't have a cap on

age so they don't have to track. Anderson stated the options of keeping it at age 23 and 100% or change to age 26 and 80-20. HENDRICKS questioned whether the Council has time to make that decision or not. Johnson stated there is time before the next dependent turns 23. Woodrich explained that staff will revise the ordinance to change the adoption of salaries by resolution of the Council. Further, he explained that ordinances apply to community at large and resolution is internal. Johnson will be at the next council meeting with ordinance and resolution with the change.

d) <u>Sewer Plant Update</u> - Public Works Director Eric Hansen provided an update on the Stevenson Wastewater System and the Compliance Schedule.

MUTH reported that he has received three messages from Parametrics who would love to have conversations and get involved with this project. They have the reports and can provide insights and comments. MUTH to call them back and to pass on information to PETERSON and staff. Hansen can support. PETERSON asked if anything has been identified with recent home inspections. Hansen explained that this work is still underway. They currently have two downspouts where they don't know where they go so the homeowners are being charged and the city is waiting for a call back once they verify where the downspouts go. Hansen noted that they still have a lot of inspections to go through, with approximately 30 percent currently completed. Some are simple and some are time consuming and require multiple home visits. TAYLOR asked about options with outsourcing. Hansen explained that this hasn't been discussed previously but it is a huge burden on the city staff and crew. TAYLOR questioned if this could be a good job for an intern. Johnson said it can be considered. Hansen noted that when the city reaches 100% inspections completed, they will consider raising the monthly charge on those that aren't responding and participating.

Hansen reported that the value planning is moving forward. The tour of facilities will take place June 5th and the meeting with everyone, but limited to 25, will take place June 6th. All of Council will be invited to join the meeting and are asked to let Johnson know if they are unable to attend.

Hansen explained that both pumps located at the Fairgrounds lift station are down and the city is currently on a portable pump on loan from Hood River. Inspection of the down pumps indicated that the impellers have holes in them because they've been in there so long. Cascade Locks saved the old parts from their recently replaced pumps and the city can turn their parts and our good parts into one good pump. There is a capital improvement plan to upgrade but its several years out. Anderson asked if it's cheaper to fix two than retro. Hansen noted that we are currently saving for wastewater improvements. Anderson questioned if the pump station at the Fairgrounds might go away and Hansen explained that will be looked at once the design comes through.

Shumaker reported on his trip to Olympia in which he came back with \$50,000 for CERB funding. The planning grant will study the "snakebite" facility and how to pretreat cider and beer waste. The study will help create action items in value planning and turn into preliminary engineering report and will support applying for the next grant. When we focus on beverage industries, were doing that because it's a simple focus on a more complex problem, not because it's the only problem. The sample starts at the end of June. Hansen noted that the foaming has reduced over the past week and has not had the strong odor of beer so something has changed and is looking

better. Hansen also noted that industrial use surveys on every non-residential sewer customer will go out next week and are due the last week of June.

8. NEW BUSINESS:

a) <u>Approve Ordinance 2018-1120</u> - City Administrator Leana Johnson requested council approval of this ordinance which re-establishes a 6-month moratorium on commercial sewer connections. A public hearing will be held at the next meeting. Johnson talked with DOE about lifting the moratorium but they want to see what the testing does and if users can reduce impact on the plant. The concern is that the problem has gotten worse since February.

MOTION: MUTH moved to approve ordinance 2018-1120 to re-establish 6-month moratorium on commercial sewer connections. HENDRICKS seconded. No objections. Approved unanimously.

b) <u>Approve Contract with Apollo Solutions</u> - City Administrator Leana Johnson requested approval of the contract with Apollo Solutions to perform an Investment Grade Audit in the amount not to exceed \$49,394. If the city moves forward with a project, the cost will be rolled into the total finance package. The audit will determine the percentage of water loss. If current meters are 80% accuracy, new meters would be 99% accurate and would recoup money and replace with smart meters. Smart meters catch things quicker and reduce staff time. The cost of a smart meter is roughly \$200 but depends on the radio head on top of it. The end goal is to be cost neutral and advance the cause. The timeline on the audit is 90 days.

MOTION: PETERSON moved to approve the contract of Apollo Solutions not to exceed \$49,394. TAYLOR seconded. No objections. Approved unanimously.

c) <u>Approve Chinidere Bond Extension</u> - Public Works Director Eric Hansen requested approval of an extension on the bond for the Chinidere project from one year to two years. The one year is up in April but the bond was actually written for two years but only have a one-year agreement. Hansen recommended approving the one-year extension as we already have the bond in place for another year. TAYLOR asked if there have been any new building permits and Hansen confirmed yes, two more. They are making headway but delayed by PUD. Things are still moving.

MOTION PETERSON moved to extend bond one year to two years. HENDRICKS seconded. No objections. Approved unanimously.

d) <u>Approve Relight Washington TIB Grant Agreement</u> - Public Works Director Eric Hansen requested approval of the grant agreement in the amount of \$118,298 to replace standard streetlights to LED lighting. HENDRICKS requested they install the warmest lights possible as cooler lights have more impacts on humans and animals. Hansen explained that they went with warmer light in what has currently been installed and will continue. The purpose of this is to assist with energy savings.

MOTION: PETERSON moved to approve the grant agreement in the amount of \$118,298 to replace standard streetlights to LED lighting. HENDRICKS seconded. No objections. Approved unanimously.

- e) <u>Critical Areas Ordinance Update</u> Planning Director Ben Shumaker provided an update on the Critical Areas Ordinance. Shumaker explained that the intention was to put some of this in front of the Council and address it in pieces as it is updated by the Planning Commission. The code currently has 26 sections, 3 proposed as new. The Commission is more than halfway through their completion of these sections. Shumaker asked the Council if they want to see the red line version as changes are made or the final version of what is recommended. MUTH suggested a digital copy as hard copy isn't needed.
- f) <u>Approve Resolution 2018-309</u> City Administrator Leana Johnson requested council approve this resolution which is authorizing the application for CDBG funds and meeting the conditions of the grant.

MOTION: PETERSON moved to approve Resolution 2018-309, authorizing the application for CDBG funds. HENDRICKS seconded. No objections. Approved unanimously.

g) <u>Approve Resolution 2018-310</u> - City Administrator Leana Johnson requested council approve this resolution which revises the current Grievance Procedure. MUTH asked to correct the comma as well as "...of the hearing". Shumaker noted the City Hall's address has changed.

MOTION: HENDRICKS moved to approve Resolution 2918-310 with noted revisions. PETERSON seconded. No objections. Approved unanimously.

- h) <u>Approve Municode Contract Amendment</u> City Administrator Leana Johnson requested tabling the approval of the addendum for Municode Meeting and Agenda Management services.
- Approve Becoming a CGTA Partner City Administrator Leana Johnson requested approval to become a Columbia Gorge Tourism Alliance Sustaining Partner for the annual amount of \$500. The city is currently assisting the funding of an Americorps volunteer through tourism dollars and this money will help them fund staff outside of grant sources.

MOTION: HENDRICKS moved to become a CGTA Partner in the amount of \$500. PETERSON seconded. No objections. Approved unanimously.

- j) <u>Discuss Safe Energy Leadership Alliance Letter</u> City Administrator Leana Johnson requested council discussion regarding a SELA letter about the expansion of Kinder Morgan' Trans-Mountain Pipeline for oil. Johnson noted a previous resolution with coal trains and that this letter is related to pipelines. She questioned whether Council would want to weigh in on these matters or not. TAYLOR suggested that if issues are relevant to Councilmembers and the community then Councilmembers will bring those issues to the staff.
- k) <u>Approve Cutting Line Agreement with DNR</u> City Administrator Leana Johnson requested approval of a cutting line agreement between DNR and the City for a small section of line that has not been previously marked by a surveyor. According to the consultant, "It is fairly apparent where the line should be and DNR agrees with its location. This process is a fairly common agreement and saves a couple thousand dollars by forgoing a survey. I have also been working with the Forest Service on another section to the North which has not been surveyed."

MOTION: HENDRICKS moved to approve the cutting line agreement with DNR. MUTH seconded. Woodrich noted that it also authorizes the mayor to sign. No objections. Approved unanimously.

9. **INFORMATION ITEMS:**

- a) <u>Building Permits Issued</u> The city has 3 Building Permits issued for new single family residential homes. The cost for new building permits has also increased from \$4.50 for the first unit to \$6.50. Projects permitted under the IBC or IEBC are now \$25.00 instead of \$4.50. Fees have increased which go to the state. We don't need to amend the ordinance to change pricing. We charge something else for our portion of inspection and hook-up fees, etc.
- b) <u>Timber Harvest</u> The consultant HFI is currently soliciting bids for logging of the final section this summer. They state that "log markets are still looking good for this summer with no indications of a large decline." HFI is still consultant but will put out bid.
- c) <u>New Fire Hall</u> The RFQ for the Design phase of the new fire hall project has been issued. They are due on May 22nd at 5pm. There will be a representative group review the submittals and we will arrange for interviews as needed. We anticipate a contract at the next council meeting.
- d) <u>Bridge of the Gods</u> The Port of Cascade Locks has removed the \$1 toll for all pedestrian and bicycle traffic across the Bridge of the Gods effective June 1, 2018. FLAT proposal getting a lot of publicity letters from the Senators office.
- e) <u>Sheriff's Report</u> A copy of the Skamania County Sheriff's report for April, 2018 is attached for Council review.
- f) <u>Municipal Court Cases Filed</u> A summary of Stevenson Municipal Court cases recently filed is attached for Council's review.
- g) <u>Planning Commission Minutes</u> Minutes are attached from the 3/12/18, 4/2/18 and 4/9/18 Planning Commission meetings.
- h) <u>Chamber of Commerce Activities</u> The attached report describes some of the activities conducted by Skamania County Chamber of Commerce in April, 2018.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Eric Hansen, Public Works Director Working items already spoken of on agenda. No additional comments.
- b) Ben Shumaker, Planning Director The Shoreline Master Program (SMP) had their public listening session in April, which was successful. There was a total of 53 topics from the public comment period. The Planning Commission went through them at their last meeting and were able to process away most comments. They are getting closer to a complete program. It is currently being put to the side as we finish the Critical Areas as it needs to be incorporated into the SMP.

The Planning Commission requested city issued emails.

Shumaker asked to return to the road diet issue and asked if Council wanted to take an action or recommend anything to the Commission. The proposal went from 60 foot right away, local access streets, to 45 foot, which is almost exactly average based on the sample compiled by Shumaker. The 38 foot paved width also shrinks. Not everything is addressed but it is a quick change to the biggest areas that need change while we wait for the Transportation Plan. HENDRICKS suggested that if it's quick and easy, why not? Shumaker to bring road diet to Council at the next meeting.

The pathway to waterfront volunteers from the PCT and the WTA are going to cut a 2 foot wide section of trail from behind the hardware store underpass road so people can do a loop. They are nearly finished. TAYLOR asked if they are doing anything to keep the blackberries from taking over. Hansen noted that there are possible sidewalks to come with additional grant funding.

Shumaker reported that the Public Works Board at the CERB meeting talked about Stevenson's value planning effort with waste water and they are going to use the situation as a case study for how projects can be done statewide. They acknowledge that the city is doing the best they can and want to get the product that's best for the city. They will talk more with the city after the process is complete. Anderson noted that we are moving toward a plant that accommodates a strong beverage industry so getting on a strategic plan to do more of this work should be considered, which might be coming up sooner than later.

c) Leana Johnson, City Administrator - The city will begin advertising for Candace's position at the end of May. The plan is to have someone on board by the end of July and train until Candace's last day at the end of August.

Wastewater treatment operator will come up later.

Johnson will participate in the Homeless Council for Skamania County but was unable to attend the first meeting. Johnson noted that the homeless person in downtown last year will be out of jail in June.

11. VOUCHER APPROVAL AND INVESTMENTS UPDATE:

April 2018 payroll & May 2018 A/P checks have been audited and are presented for approval. April payroll checks 12428 thru 12453 total \$90,832.51 which includes one EFTPS and two ACH payments. A/P Checks 12454 thru 12511 total \$216,243.61 which includes two ACH payments. 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. No investment activity in April 2018.

MOTION: HENDRICKS moved to approve vouchers as presented. PETERSON seconded. No objections. Approved unanimously.

12. MAYOR AND COUNCIL REPORTS:

Anderson reported that due to staff efforts, 3 nuisance complaints will be resolved this week. TAYLOR asked how we determine they are done. Johnson responded that the city inspects. TAYLOR questioned whether the city is able to address structures that are used as residencies. Woodrich explained that the city doesn't conduct electrical inspections. Anderson noted that the city is moving forward but also want to circle back on the work Shumaker did a year ago on city codes with simplifying and identifying issues.

Hendricks attended the EDC meeting and reported that they completed their visioning, updated their vision statement and came up with work plan. The main complaint in the county is there's no developable land. An idea for a project is to analyze this through an inventory of developable land in Skamania County and the restrictions on land.

13. ISSUES FOR THE NEXT MEETING: None

- 14. EXECUTIVE SESSION City Council will convene in Executive Session under:
 - a) RCW 42.30.110.1(g) to evaluate the qualifications of an applicant for public employment.

Woodrich explained that the purpose of this staff discussion is to inform Council of progress in general sense but, ultimately, the mayor has the authority to fill the position. Therefore, it is being discussed in open session, not in an executive session.

Johnson interviewed three applicants for the open WWTPO position who were all at a wastewater certified level 1. City recently received a level 2 operator application and interview will be conducted in the next week. Staff is currently revisiting whether or not to continue a city employee and a contracted employee or if we want all contracted employees. Hansen explained that staff is looking for someone who takes on many more programs, sampling, reporting to DOE, for example and staff have yet to interview that applicant. The position will still remain open until filled. TAYLOR suggested the hire should be based on business need not on the person. Johnson explained that staff may bring it forward and DOE may entertain different plant or phasing if we hired a level 3 and review repercussions if we hire level 2. Anderson stated that it is helpful to know the cost and balance benefit. Johnson explained that the city could potentially save 4 million dollars if a level 3 is hired, if we can find a level 3. HENDRICKS asked if it would count with DOE to have the level 2 hire increase to level 3 before plant is open. Hansen commented that it is a good question to take to DOE.

15. ADJOURNMENT - Mayor adjourned the meeting at 8:46 p.m.

_____ approved; ______ approved with revisions

Scott Anderson, Mayor Date

Minutes by Claire Baylor

MINUTES CITY OF STEVENSON SPECIAL COUNCIL MEETING June 6, 2018 8:00 AM, HEGEWALD CENTER

1. **ARRIVE AND GET SETTLED:** The meeting was called to order at 8:30 a.m. Scott Anderson gave opening remarks.

<u>Council Members Present:</u> Mark Peterson, Paul Hendricks, Amy Weissfeld <u>Staff:</u> Ben Shumaker, Leana Johnson, Eric Hansen <u>Guests:</u> About 20 members of the public representing various industries, regulatory agencies, and subject matter experts were present.

- 2. WELCOME AND START: Andrea Ramage, Somersault Consulting, was the facilitator for the day and led the group in introductions.
- 3. **WORKSHOP OVERVIEW:** Ms. Ramage provided an overview of the workshop and the group developed norms for the day.
- 4. **FOOD FOR THOUGHT:** Steve Moddemeyer, Collins Woerman, and David Dunn, WA State Department of Ecology, provided information regarding the history of the system, perspective on the challenges faced, and the impact the decisions made through this process can have on the tipping point for the community.
- 5. **PRIMING THE PUMP:** Ms. Ramage led the group in an exercise of thinking of the city as a body and looking at how the various systems (nervous, skeletal, etc.) interact.
- 6. **ESSENCE OF THE CHALLENGE:** The group discussed the wastewater challenge and identified core issues, key concerns and areas of opportunity.
- 7. GENERATE SOLUTIONS:
- 8. **DEVELOP SUCCESS CRITERIA:** The group discussed and agreed upon characteristics of a successful solution, such as affordable, sustainable and others.
- 9. **FORM SMALL WORKING GROUPS:** There were four groups formed that each looked at a specific section of the problem.
 - a) <u>Round 1</u> The groups threw out all ideas to help develop the raw concepts discussed earlier a bit further.
 - b) <u>Round 2</u> The concepts were stretched further by using the SCAMPER tool to change the parameters or the perspective on the problem or solution.
 - c) <u>Round 3</u> The groups then prepared to pitch their top ideas to the group as a whole.
- 10. PITCH PRESENTATIONS: Each group presented their top ideas to the group.
- 11. **NEXT STEPS:** Ms. Ramage discussed the next steps after this workshop. The ideas presented will be discussed with the Center for Sustainable Infrastructure team (CSI) and a suite of options will be narrowed down. The CSI team will also further develop those options to help guide the decision on how best to move forward. There will be a meeting with city staff on June 26th to discuss a report on the suite of options. Bruce Nissen requested a follow-up meeting with the workshop group to circle back on the results of their effort and to discuss the suite of options.

- 12. **CLOSING AND FEEDBACK:** Participants reflected on the day and provided one-word that they wanted to share about how the day went and what they will take away.
- 15. ADJOURNMENT The meeting was adjourned at 5:38 p.m.

_____ approved; ______ approved with revisions

Scott Anderson, Mayor Date

Minutes by Leana Johnson



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

City Council
Eric Hansen, Public Works Director
June 18, 2018
Gravel Roads within City Limits

This memo is intended only to illustrate the roads (public and private) within City limits that have gravel surfacing, and to show how many residences have access from these roads.

	<u>PRIVATE ROAD</u>	<u>S</u>
	LENGTH (miles)	RESIDENCES
1. Cameron Lane	.05	1
2. Carter Lane	.04	3
3. Cheri Lane	.05	Apartments
4. Hollstrom Road	.26	2 (plus city well)
5. Jayden Lane	.08	3
6. Kaspar Road	.04	2
7. Major View Drive	.02	1
8. Still Cove Lane	.06	3
9. Windsong Court	.04	2
10. Wedin Road	.08	3

PUBLIC ROADS

Length (miles)1. Ash Alley.08-unpaved portion2. Del Rey Avenue.02-unpaved portion3. H & H Avenue.054. Holly Street.055. Kanaka Creek Underpass.156. Lakeview Road.067. Maple Alameda.08-unpaved portion

RESIDENCES

6-secondary access 1 1 Cemetery 0 5 3, + 2 secondary access



City of Stevenson Public Works Department

(509)427-5970

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

TO: City Council

FROM: Eric Hansen, Public Works Director

DATE: 5/2/2018

SUBJECT: Transportation Improvement Program (TIP)

All Cities, Towns, and Counties are required to adopt a 6-year Transportation Improvement Program. Elements of the program should contain fiscally constrained projects for the first four years, and projects of regional significance shall be submitted to the Regional Transportation Planning Organization (RTPO) for inclusion in their respective TIP's, where applicable. The RTPO then submits their regional TIP to Washington State Department Of Transportation (WSDOT) for inclusion into the Statewide Transportation Improvement Program (STIP). Programs are required to be adopted by June 30th of each year and require two (2) public hearings. Copies shall be submitted to WSDOT within 30 days of adoption.

All projects receiving Federal Highway Administration (FHWA) or Federal Transit Administration (FTA) funds must be in the regional TIP and STIP in order to authorize the funds. In addition, all regionally significant projects in the state (whether state or federally funded), including WSDOT projects, that have committed or reasonably available funding and are expected to begin within the next four years from STIP adoption are required to be in the regional TIP and STIP.

The transportation projects that are listed in TIP go through a process in which the City of Stevenson uses a prioritization system to determine which road systems will be upgraded/rebuilt and in what order. The prioritization is based on several factors which include the following:

1.	Safety- Are improvements needed to protect the safety of our citizens	30%
2.	Use – Average Daily Traffic Counts	25%
3.	Condition – Pavement Condition Rating (0-100:0=gravel,100=new pavement)	20%
4.	Funding Eligibility- Arterials & Major Collectors are eligible for federal funding,	
	Minor Collectors are eligible for state funding	15%
5.	Sidewalk – Is there a need for sidewalk(s)	5%
6.	Storm drainage- Is there a need for new or improvement of facilities	<u>5%</u>
	TOTAL	100%

Road projects may not always take place in order of prioritization due to funding eligibility and grant program criteria. The City Council has the ultimate say in which projects are approved and the order in which these projects will be completed.

Please see attached sheet for description of acronyms used in the TIP worksheet.

Six Year Transportation Improvement Program Instructions for Completing the Form

Include all projects regardless of location or source of funds.

Complete the form for the six year program in accordance with the following instructions. Heading

Agency County Number City Number	Enter name of the sponsoring agency. Enter the OFM assigned number (see LAG Appendix 21.44). Enter the OFM assigned number (see LAG Appendix 21.45).
MPO/RTPO	Enter the name of the MPO (if located within urbanized area) or RTPO (if in the rural area).
Hearing Date Adoption Date	Enter the date of the public hearing.
Resolution Number Amendment Date	Enter the date this program was adopted by council or commission. Enter Legislative Authority resolution number if applicable.
Amenument Date	Enter the date this program was amended by council or commission.

Column Number

1. Functional Classification. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

Description

Rural (under 5,000 population)	Urban (over 5,000 population)
01 - Interstate	11 - Interstate
02 - Principal Arterial	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

2. Priority Numbers. Enter local agency number identifying agency project priority (optional).

3. Project Identification. Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (Mile Post or Street/Road Names); and (f) Describe the Work to be Completed.

4. Improvement Type Codes. Enter the appropriate federal code number(s).

			Description	
01	- New construction on	07	- Resurfacing	14 - Bridge Program Special
	new alignment	08	- New Bridge Construction	21 - Transit Capital Project
02	- Relocation	09	- Bridge Replacement	22 - Transit Operational Project
03	- Reconstruction		- Bridge Rehabilitation	23 - Transit Planning
	- Major Widening	11	-Minor Bridge Rehabilitation	24 - Transit Training/Admin
05	- Minor Widening	12	- Safety/Traffic Operation/TSM	31 - Non Capital Improvement
06	- Other Enhancements		- Environmentally Related	32 - Non Motor Vehicle Project
•				

5. Funding Status. Enter the funding status for the entire project which describes the current status.

- S Project is selected by the appropriate selection body & funding is secured.
- Project is subject to selection by an agency other than the lead and is listed P for planning purposes and funding has not been determined.

6. Total Length. Enter project length to the nearest hundredth mile (or code "00" if not applicable).

7. Utility Code(s). Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

- С - Cable TV S - Sewer (other than agency-owned)
- G - Gas Т w - Water
- Ó - Other P
 - ~ Power
- Telephone

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Six Year Transportation Improvement Program Instructions for Completing the Form

- 8. Project Phase. Select the appropriate phase code of the project.
 - PE Preliminary Engineering, including Design (or Planning)
 - RW Right of Way or land acquisition
 - CN Construction only (or transit planning or equipment purchase)
 - ALL All Phases from Preliminary Engineering through Construction
 - (Use *only* in Years 4, 5, & 6)

9. **Phase Start Date.** Enter the month/day/year (in MM/DD/YY format) that the selected phase of the project is actually expected to start.

10. Federal Fund Sources. Enter the Federal Fund Source code from the table below.

			FTA Discretionary for Capital Expenditures
BIA	 Bureau of Indian Affairs 	5307	- FTA Urban Areas
BR	 Bridge Replacement or Rehab. 	5309(Bus)	- Bus
CBDG	- Community Development	5309(FG)	- Fixed Guideways
	Block Grant (HUD)	5309(NS)	- New Starts
CMAQ	 Congestion Mitigation Air Quality 	5310	- FTA Elderly/Disabled
DEMO	- TEA-21 Demo Projects (Selected)	5311	- FTA Rural Areas
Discretionar	y - Ferry Boat Discretionary, Public Lands	REV	- Rural Economic Vitality Program
	Highway, Scenic Byways, etc.	STP(C)	- STP Statewide Competitive Program
DOD	- Department of Defense	STP(E)	- STP Transportation Enhancements
IC	 Interstate Construction 	STP(S)	- STP Safety Including Hazard and RR
IM	 Interstate Maintenance 	STP(R)	- STP Rural Regionally Selected
NHS	- National Highway System	(U)qta	- STP Urban Regionally Selected
3037	- FTA Job Access/Reverse Commute	STP	- STP (WSDOT Use Only)

11. Federal Cost. Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. State Fund Code. Enter the appropriate code for any of the listed funds to be used on this project.

CAPP	eveny monut recorration rogian	•	PWTF	- Public Works Trust Fund	
CHAP	- City Hardship Assistance Program		RAP	- Rural Arterial Program	
TPP	- Transportation Partnerships Program		SCP	- Small City Program	•
AIP	- Arterial Improvement Program		WSDOT	- WSDOT funds	
PSMP	- Pedestrian Safety & Mobility Program	• .	OTHER	- Any other unlisted state fund codes	
PTSP	- Public Transportation Systems Program	I	ι		

13. State Funds. Enter all funds from the State Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. Local Funds. Enter all the funds from Local Agencies (in thousands) of the phase regardless of when the funds will be spent.

15. Total Funds. Enter the sum of columns 10, 12, and 14.

16-19. Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. (For Local Agency use.)

20. Environmental Data Type. Enter the type of environmental assessment that will be required for this project. (This is *required* for *Federally funded* projects.)

- EIS Environmental Impact Statement
- EA Environmental Assessment
- CE Categorical Exclusion

21. **R/W Certification.** If Right of Way acquisition is required, enter R/W Certification Date if known. (This is <u>required</u> for *Federally funded* projects.)

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R/W Required?			No					No				No					No				°N N			Yes			
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2019-2024 TIP Project Identification	Chipseal Program	McEvoy Lane, Wisteria Way, Ridgecrest Dr	sal		Roselawn Avenue Overlay	From: Willard to McKinley	Engineering, sidewalks, storm drain and	ramps. Overlay entire street		Kanaka Creek Phase Underpass 1	From SR 14 to Cascade Ave	Rebase, surface road, modify drainage,	prime and chipseal		Kanaka Creek Underpass Phase 2	From SR 14 to Cascade Ave	Improve Underpass bridge		Vancouver Sidewalk East End	From Columbia Ave to City Hall	Install sidewalks and curbs		Rock Creek Bridge Replacement	Bridge Replacement			Iman Loop-Iman Cemetery Sidewalk	Continue sidewalk and curbing		Loop Road Sidewalk	From McEvoy Lane to Bone Road	Construct Sidewalk between McEvoy & Bone Road	
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CITY OF STEVENSON RESOLUTION 2018-311

ADOPTING FINDINGS OF FACTS SUPPORTING WASTEWATER MORATORIUM RENEWAL ORDINANCE

WHEREAS, the City Council for Stevenson, Washington unanimously approved Wastewater Moratorium Ordinance No. 2018-1120 on May 17, 2018; and

WHEREAS, RCW 35.63.200 requires a City to conduct a public hearing and adopt Findings of Fact supporting the moratorium within 60 days; and

WHEREAS, Water Moratorium Ordinance No. 2018-1120 sets forth that a public hearing shall be conducted on June 21, 2018, and, as scheduled, a public hearing was opened at a regular public meeting on that date and the public and staff gave testimony concerning the wastewater moratorium.

NOW THEREFORE, the City Council of the City of Stevenson, Washington, does hereby resolve as follows:

The City Council of the City of Stevenson adopts the following findings of fact:

- On April 7, 2017, the Washington State Department of Ecology issued a Notice of Violation for the City of Stevenson Wastewater Treatment Plant stating that the City has exceeded its design criteria for five (5)-Day Biochemical Oxygen Demand (BOD5) or Total Suspended Solids (TSS) on twenty-one (21) occasions, exceeded effluent limits for TSS or Fecal Coliform on five (5) occasions and has not submitted a plan for Maintaining Adequate Capacity (a copy of the notice is attached as Exhibit A);
- 2. On July 6, 2017, the City received an Administrative Order (attached as Exhibit B) from the Department of Ecology outlining actions for the City to take which include limiting new industrial connections;
- 3. On November 16, 2017, the City approved a wastewater moratorium which expired on May 15, 2018;
- 4. The City's treatment plant does not have adequate capacity to treat the wastewater for its existing connections due to excessive BOD5 and TSS loading;
- 5. Adding more commercial wastewater connections would further stress the City's wastewater treatment plant BOD5 and TSS loading and further impair the City's ability to meet current customer's wastewater needs;
- 6. The City has worked with the Department of Ecology to enact ordinances to reduce loading and is working with current users on a path forward to reduce BOD5 loading at the plant.
- 7. The City is working with the Department of Ecology to construct facilities to increase the City's wastewater treatment capacity by improving the current wastewater treatment plant. Construction is expected to be completed at the end of 2021;
- 8. There is a significant demand for new wastewater connections to allow property development within the City and its wastewater service area;

- 9. The City may allow commercial wastewater connections as long as they create effluent that is no stronger than domestic strength or install pretreatment facilities to limit effluent strength to domestic levels since commercial development and job creation is in the public's best interests;
- 10. The Wastewater Moratorium Ordinance will provide the City time to do the following:
 - a. Perform testing to help advise users on BOD reduction measures;
 - b. Design wastewater treatment plant improvements;
 - c. Secure funding for the necessary improvements;
 - d. Construct wastewater treatment plant improvements.
- 11. Without a Moratorium, the City may be subject to moratorium imposed by the Washington State Department of Ecology that may be broader in scope, perhaps even including residential connections.

Passed by a vote of ______ at the regular city council meeting of June 21, 2018.

Scott Anderson Mayor of Stevenson Leana Johnson Clerk Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich City Attorney

CITY OF STEVENSON

RESOLUTION NO. 2018-315

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF STEVENSON, WASHINGTON, RESCINDING ITS CONCURRENCE WITH REGION IV HOMELAND SECURITY COUNCIL RESOLUTION 2017-01.

Recitals

WHEREAS, on March 15, 2018 council approved Resolution 2018-307 allowing the city to sign Region IV Homeland Security Council Resolution 2017-01 which terminates the Region IV Homeland Security Mutual Aid (Omnibus) Agreement; and

WHEREAS, additional information has been obtained causing the reversing of the decision to sign Region IV Homeland Security Council Resolution 2017-01; and

WHEREAS, the City of Stevenson wishes to have the Region IV Homeland Security Council remain and wants to continue its participation in the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stevenson that the city signature on the Region IV Homeland Security Council Resolution 2017-01 terminating the Region IV Homeland Security Mutual Aid (Omnibus) Agreement be rescinded.

ADOPTED this 21st day of June, 2018.

ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson



June 15, 2018 (Revised 18, 2018)

City of Stevenson Attention: Leana Johnson 7121 E. Loop Road Stevenson, WA 98648-0371

Re: Stevenson – New Fire Hall Station

Architecture and Engineering Professional Services Proposal to Conduct Needs Assessment Project Number 2180193.00

Dear Leana:

Thank you for meeting with Mackenzie to discuss development of a Needs Assessment for your New Fire Hall Station in Stevenson, Washington. We look forward to the opportunity to work with you and your staff on this project.

Mackenzie separates itself from other architecture/engineering firms through our multi-disciplined approach. Our professional staff of in-house architects and engineers all have specialized expertise in needs assessments for public projects, having completed projects for over 50 public agencies in the Northwest. Our specialized multi-disciplinary team is uniquely suited to provide a comprehensive service to our clients.

Mackenzie's integrated team of design professionals will provide architects, interior design, landscape architects, civil and structural engineering services for the above project. In addition, Mackenzie will hire planners, environmental scientist, geotechnical engineer, mechanical, electrical, plumbing engineer, and a construction cost estimator to complete the team. Our design team will consist of the following:

- Jeff Humphreys Principal in Charge
- Cathy Bowman Project Manager
- Carl Hampson Project Designer
- Ethan Spoo Planner (BergerABAM)
- Dustin Day Environmental Scientist (BergerABAM)
- Nick Paveglio Geotechnical Engineer (GeoDesign)
- Steve Dacus Mechanical Engineer (Interface Engineering)
- Steve Gunn Construction Cost Estimator (Construction Focus, Inc.)

Our Basis of Design along with our detailed scope of services by task is as follows:

BASIS OF DESIGN

The following describes in detail the Basis of Design for this proposal.

We understand, that the City of Stevenson has purchased an approximately 4.4 acre triangular shaped site located between the intersection of Foster Creek Road and Rock Creek Drive for development of a new Fire Hall and Skamania County Emergency Operations Center. The new station is estimated to be approximately 9,700 square feet with the ability for future growth up to 11,000 square feet. The program will include but is not limited to four double-deep apparatus





bays, a multi-purpose room/training room, with adjoining kitchen, and administration offices. The future expansion will be to accommodate living quarters including but not limited to bunk rooms, individual toilet/shower rooms, tool shop, laundry, and kitchen/day room. The anticipated scope (as described below) shall consist of understanding the programmatic needs of the new Fire Hall Station, understanding the acquired property, and developing a conceptual design floor plan and renderings. Project budget will be confirmed through the Design Phase but the goal is for construction costs to be between \$3 million and \$5 million. The project will be administered in two phases and the current proposal is for the Design Phase, with the Construction Phase being under a separate contract. Phase Two services will entail developing the construction documents, permit and land use approval procurement, bidding and construction contract administration.

SCOPE OF SERVICES

Task 1 – Project Kick-off and Discovery

- Mackenzie will meet with Client to kick off project services and define overall project goals, objectives, budget, work scope, team roles/responsibilities, schedule, project milestones, and to identify key stakeholders.
- Following this meeting, Meeting Minutes will be distributed to the Client project team and the design team.
- Ongoing project management will be provided throughout the duration of the professional services duration as defined herein. This includes email coordination or telephone phone conversations with team members and the Client to discuss current activities, ongoing action items, and next steps or upcoming action items for the Task.

Participants: Mackenzie and Client Staff

Deliverable: Meeting minutes and refined project schedule.

Task 2 – Space Analysis and Programming

Time Duration: 2 weeks

Time Duration: 1 week

- Mackenzie will assist the Client in developing a project program based on the above-stated Basis of Design. This
 effort will build on the room, equipment, and staff listing provided by the 2016 Stevenson Fire Hall Strike Team
 Report.
- Mackenzie will meet with the Client in workshops to gather information on space and operational needs.
 - A questionnaire will be distributed to the Client team before the workshops.
 - We anticipate one (1) meeting with the work group representatives identified by the City of Stevenson. We have budgeted two (2) hours for the meeting.
- Develop a draft program based on input gathered from completion of workshop questionnaire. The program will
 include information on staffing and spacing needs and forecast current, move-in, and 50 years of growth.
- Refine draft program based on review comments received.
- Meet once with Client to review final draft program.
- Incorporate comments received from Client into program for final review/approval by Client.
- Email program in pdf form for approval.

Participants: Mackenzie and Client Staff

Deliverable: Final Draft Program.

Task 3 – Facility Tours

- Upon conclusion of the programming task, Mackenzie will identify up to three (3) recently completed Facilities that contain similar programmatic requirements to tour with the client team.
- During each tour, Mackenzie will photo document the project to identify aspects related to the proposed project that may inform decisions related to the operational needs and program of the project. The tours are estimated to occur over the course of one or two day(s).
- Upon conclusion of tours, Mackenzie will re-review the program with the Client to validate program from previous task or incorporate minor revisions based on observations during tours and discussion.
- Obtain Client approval of revised final program.

Participants: Mackenzie and Client Staff

Deliverable: Approved Program.

Task 4 – Adjacencies and Space Standards Development

- Mackenzie will create adjacency diagram and up to (3) three block diagrams that illustrate the sizes, spatial relationship, and proximities to other rooms/areas based on the approved final program.
- Mackenzie will meet with stakeholder group to review the adjacency and block diagrams for feedback.
- Obtain Client approval of block diagrams.

Participants: Mackenzie and Client Staff

Deliverable: Approved Block Diagram.

Task 5– Site Evaluation

- Work with staff to determine appropriate site evaluation criteria for Geographic Information System (GIS) mapping analysis.
- Document the existing site's physical and natural resource constraints such as wetlands, habitats, and geological hazards using existing GIS data.
- Document regulatory constraints and permits required at the federal, state, and city levels, including setbacks, landscaping, and parking requirements.
- Document the potential permits, permitting agencies, submittal requirements, and preliminary schedule for each type of permit, including City engineering and construction reviews. Based on our preliminary review, applicable permits may include the following:
 - U.S. Army Corps of Engineers.
 - u Washington Department of Ecology (Ecology) permits for potential wetland impacts.
 - City Permits (including but not limited to site plan review application, conditional use permit, shoreline and critical area reviews).
- Provide executive summary language of GIS mapping results for main report. Meet with Client via conference call to review report.
- Create a site map for the City-purchased parcel number 02070200310000 to evaluate existing site conditions using GIS and any other publicly available data/information (i.e., survey, arborist report, wetlands delineation, etc.).
- Review zoning and development code to determine development process(es).
- (Optional Service) Prepare, submit for and attend Pre-Application Meeting with Authority Having Jurisdiction (AHJ). Provide meeting minutes from this meeting.

Time Duration: 2 weeks

Time Duration: 4 weeks

Time Duration: 2 weeks

- 34 -

- (Optional Service) After a basic site scheme has been defined, have a geotechnical engineer investigate the site and prepare a geotechnical report.
- Meet with Client via conference call to present final findings.
- Submit final maps, reports, and executive summaries for Client's review and approval.

Participants: Mackenzie, Planner, Environmental Scientist, Geotechnical Engineer, and Client Staff

Deliverable: Maps of acquired site, Executive Summary of GIS mapped site.

Task 6 – Preliminary Design

- Develop a conceptual site diagram with additional detail and refinement that includes site ingress, egress, and site circulation to optimize operational flow with consideration to building and overall site needs.
- Mackenzie will meet at client offices with staff to present conceptual site diagram.
- Further develop adjacency and block diagrams, as necessary from Task 4.
- Upon Client approval of a block diagram, develop concept floor-plan describing the general building organization, layout and footprint.

Participants: Mackenzie, MEP Engineer, Client Staff and Public

Deliverable: Conceptual site plan, floor plan, exterior character rendering, MEP narrative, for the chosen Option.

Task 7 – Building Performance

- Mackenzie and MEP Engineering will meet once with stakeholder groups to discuss the building performance goals and determining good, better, and best practices for consideration.
- Client to determine, if any, desired third-party programs the City may choose to shadow or participate in (i.e. LEED, Green Globes, etc.)

Participants: Mackenzie, MEP Engineer, and Client Staff

Deliverable: Meeting minutes.

Task 8 – Visioning/Public Outreach

- Mackenzie will meet once with stakeholder groups to discuss the massing and aesthetics of the building through a series of public meetings to solicit community input as noted below:
 - The first community meeting will be a visioning exercise. The Design Team will bring in precedent images of fire stations and other applicable buildings to solicit comments from the stakeholders and obtain their feedback.
 - Develop up to three (3) design options that embrace the aesthetic preferences identified during the first community meeting.
 - Review options with Client prior to the second meeting.
 - Optional Service) A second community meeting to present up to three (3) design schemes and ask the stakeholder group to select one (1) of the schemes. If a second community meeting is not desired, a meeting

Time Duration: 4 weeks

Time Duration: 2 weeks

- 35 -

Time Duration: 2-4 weeks

with the client team will be scheduled instead to review the schemes and obtain approval of a design direction.

Mackenzie will further refine the selected scheme, building on the discussion from the second meeting or Client direction provided.

Participants: Mackenzie, Client Staff and Public

Deliverable: Precedent Images and Perspective character drawings.

Task 9 – Concept Design Finalization

- Based on the selected scheme and input that incorporated the massing and aesthetics identified in the visioning process, Mackenzie will develop conceptual site plans, floor plans, and elevations. This will be a collaborative process where the design team will work with Client to refine the preferred scheme.
- Mackenzie will meet with Client to review assumptions for plumbing fixtures, mechanical systems, lighting, interior finishes, and any other equipment.
- Develop a narrative documenting the decisions on materials, systems, equipment, and finishes from Task 7 and 8.

Participants: Mackenzie and Client Staff

Deliverable: Conceptual design drawings for the chosen Option

Task 10 – Project Cost Estimate

- Upon refinement of the selected scheme, send site plan and supporting material to the cost estimator for developing construction cost estimate.
- Mackenzie will facilitate the forecasting of soft costs to include furniture, fixtures, and equipment (FF&E), permit fees, system development charges (SDC) and consultant fees, including contingencies and escalation factors to develop an anticipated overall project cost.

Participants: Mackenzie, Cost Estimator and Client Staff

Deliverable: Cost projection summary and supporting detail

Task 11 – Final Report and Presentation of Findings

- Format documents from tasks into a final draft report. The final draft report will include the following sections:
 - Overview/Scope/Executive Summary
 - Existing Conditions
 - Program
 - Adjacency and Block Diagrams
 - □ Site Layout
 - Site Development Schemes (up to two schemes)
 - Concept floor plans, elevations, and perspectives
 - Cost Forecast
 - Next Steps
 - Executive Summary
 - Optional Service) Geotechnical Report

Time Duration: 2 weeks

Time Duration: 3 weeks

Time Duration: 2 weeks

City of Stevenson Stevenson – New Fire Hall Station Project Number 2180193.00 June 15, 2018 (Revised 18, 2018) Page 6

- Issue final draft report to stakeholders for review and comment. Receive one copy of consolidated comments from reviewers.
- Incorporate comments from one (1) review copy of final draft received from Client into final report.
- Issue final report in PDF format with three (3) printed record copies.

Participants: Mackenzie, and Client Staff

Deliverable: 8.5x11 bound report with major deliverables from each task noted above and supplemental text and graphics to summarize scope and efforts of this study.

FEE SUMMARY

Our fixed fees for the disciplines and related design services described above are as follows:

	<u>Base</u>	<u>Optional</u>
Task 1 – Project Kick Off & Discovery:	\$3,500	-
Task 2 – Space Analysis / Programming:	\$3,750	-
Task 3 – Facility Tours:	\$4,250	-
Task 4 – Adjacencies and Space Standards Development:	\$5,950	-
Task 5 – Site Evaluation:	\$16,400	-
Geotechnical Report	-	\$16,000
Wetland Delineation	-	\$8,980
Task 6 – Preliminary Design:	\$22,140	-
Task 7 – Building Performance:	\$6,500	-
Task 8 – Visioning/Public Outreach:	\$5,100	\$3,500
Task 9 – Concept Design Finalization:	\$6,350	-
Task 10 – Project Cost Estimate:	\$6,500	-
Task 11 – Final Report and Presentation of Findings:	\$18,150	-
TOTAL	\$98,590	\$28,480

Reimbursable expenses (printing, copying deliveries, mileage, etc.) are not included in the fee outlined above. Reimbursable expenses will be invoiced at 1.12 times cost, are estimated to be \$3,500, and will not be exceeded without the Client's approval.

ASSUMPTIONS

In addition to the scope of services outlined above, we have assumed the following:

- Mackenzie will utilize Geographic Information System (GIS) systems, Google Maps/street views, aerial photos and other publicly available information for site analysis unless additional information becomes available, such as electronic files of existing building(s), land survey (ALTA/Boundary/Topographic), wetlands delineation, geotechnical report, environmental report and/or any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
- The Client will approve the documents at the conclusion of each task prior to proceeding with the next task.
- Client is responsible for all fees paid to public bodies having jurisdiction over the project.
- All meetings will occur at Mackenzie's office, unless noted otherwise.

City of Stevenson Stevenson – New Fire Hall Station Project Number 2180193.00 June 15, 2018 (Revised 18, 2018) Page 7

- Both on- and off-site land use entitlements processes, such as Design Review and related services, meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to be completed in future tasks or phases.
- Conditions not depicted on available existing building documents, provided by the Client, or readily visible on project walkthroughs, are excluded. Unforeseen impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
- Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting design and documents.
- Seismic upgrades of existing facilities may be triggered by Code or other jurisdictional requirements, including but
 not limited to change of use/occupancy classification or modification of existing structural systems. Evaluation of
 existing structural systems are not included in our scope of services and fees.
- Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.
- Topographic and boundary surveys should be obtained for project site to better inform the design team for planned improvements. This work can be deferred to occur in a future project phase if desired. Mackenzie can assist in defining scope and provide recommendations for surveyors for the Client to hire directly either now or in a future phase of the projects.

EXCLUSIONS

In addition to any exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of work.

- Site development phasing. Mackenzie can provide site development phasing via additional services, if necessary.
- Reimbursable expenses.
- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- Appeals, variances, public hearings, land use approvals.
- Meetings with public agencies or other meetings other than those specifically identified above.
- Hazardous materials investigation or mitigation.
- Traffic analysis.
- Off-site improvements (such as roads, half street improvements, and utilities).
- Special foundation systems (e.g., piles and structural slabs).
- Equipment support or racking systems.
- Interior design, space planning and/or furniture selection.
- Landscape design services.
- Marketing materials.
- Permitting and related coordination.

It is our understanding the project will start in June 2018. If the proposal is agreeable to you, we can prepare a contract for the proposed scope of services. Please note that this proposal is valid for 60 days.

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City of Stevenson Stevenson – New Fire Hall Station Project Number 2180193.00 June 15, 2018 (Revised 18, 2018) Page 8

We look forward to working with the City of Stevenson on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

Jeff Humphreys Architect | Project Principal

Enclosure(s): Reimbursable Rates Schedule

c: Cathy Bowman – Mackenzie

MACKENZIE.

P 360.695.7879 • F 360.693.6637 • W MCKNZE.COM The Hudson Bldg, 101 E 6th Street #200, Vancouver, WA 98660

Portland, Oregon • Vancouver, Washington • Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Printing/Copying – All Sizes

Full Color:

Local:

Fax

Black & White:

Long distance:

\$0.21/sq. ft.

\$4.00/sq. ft.

\$1.00/sheet

\$1.30/sheet

Scanning – Black & White Small Format: \$0.25/sheet (8-1/2 x 11 - 11 x 17)

> Large Format: \$1.00/sheet (Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet (8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet (Including Half Size)

(depending on mileage)

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation	Data Supplies	
\$15.00/download	CD documentat	tion: \$15.00
	DVD document	ation: \$30.00
Check Generation Fee		
\$25.00	Report Binder	
	Without tabs:	\$3.00/book
Automobile Mileage	With tabs:	\$4.00/book
Billed according to IRS guidelines		
	Foamcore:	\$4.25/sheet
Delivery Service		
Fixed rates: \$7.75 to \$54.40		

Stevenson Community Pool Splish! Splash! Fun!

Don't forget to check out our Summer Camp! Kick off begins July 9th!

• 1.

SUMMER 2018

TURNS

A Letter From the Manager



Pool! We are so excited to be able to offer a variety of

activities the whole family can enjoy! Thanks to the generous donations of our business community, we are able to continue offering \$2 Tuesdays, and are currently looking for a sponsor for our next family movie night. We are looking to kick off this season with Stevenson's first SUMMER CAMP! We are looking for volunteers as well as business partners to help fund current and future endeavors, and to be able to continue bringing family fun throughout the year. It's thanks to the people like YOU who have helped keep the pool open this year. We hope to be able to keep this community resource open for the foreseeable future, but not without your help!

A special thank you to the Skamania County Leadership Program, who have donated a tremendous amount of time and effort into Welcome to another summer revitalizing our black top area into a multi-generational community at the Stevenson Community space! Stay tuned for more info, as well as upcoming events and fundraisers! (Don't see what you're looking for? Come share your ideas with me, let's make it happen!) -Meaghan Young, Pool Manager

DIVE IN MOVIE

We are looking for donors to sponsor our Dive-In Movie night! We show a film while you get to splash (or float) and enjoy! Sponsoring costs are \$250 per movie. If you or someone you know would like to sponsor our next movie night, please contact the Pool Manager today!

Date: TBD

Cost: Admission at regular price for ALL patrons entering.

BYOF! (bring your own floatie)

New & Upcoming



EVENTS!

\$2 Tuesdays!

Come swim at the Stevenson Community Pool for only \$2.00! Thanks to the support and generous donations from our local business community, select Tuesdays are just \$2.00. Bring a friend and join the fun!

When: Check our website or Facebook page to find out upcoming dates!

Stevenson Swim Team!

If you are age 18 and under, and want to join in the world of competitive swimming, you've come to the right place! Stevenson Swim Club has become a branch of the Hood River Valley Swim Team, with practice 2-3 times a week, and a minimum of one meet per month.

Prerequisites:

-Must be able to swim one length of the pool backstroke, and one length of the pool freestyle, complete with side breathing. (non stop)

-If you are unsure whether you meet these prerequisites, please contact pool manager.

Fees:

2-days a week option - \$47.50/month 3-days a week option - \$57.50/month

Practice:

Monday, Wednesday and Friday from 4:15pm - 5:15pm. Swim Team is an all-year round sport, registration is ongoing and can be joined at anytime.

NOTE: Stevenson Swim Team will be taking a summer break from MONDAY, JULY 2ND - SUNDAY, AUGUST 6TH.

SUMMER CAMP

We are excited to announce the first ever summer camp, right here in Stevenson! We will be running four different sessions, beginning with our kick-off camp on June 25th. This is a trial run, to see if we can bring some extra fun to our Skamania County kids. Dates and information listed below, mark your calendars!

Ages & Times: 4-6 yrs.

7-11 yrs. 12-13 14 +

8:30am - 12:00pm 8:30am - 3:00pm 8:30am - 12:00pm (camp counselors needed!) 8:30am - 3:00pm (camp counselors needed!)

Session 1: ALOHA! (July 9th - July 12th) Session 2: Pirates! (July 23rd - July 26th) Session 3: Aquatic Animals (August 6th - August 9th) Session 4: Wacky Water (August 20th - August 24th)

Pricing: Ages 4-6 (half day) = \$60 per session Ages 7-11 (full day) = \$85 per session

*All camps run Monday - Thursday, and include swim lessons, pool time, snacks, and other activities. Kids must bring their own lunch. We reserve the right to cancel a session due to insufficient amount of participants.

We need a minimum of 12 participants to run a camp. If you, or someone you know would like to volunteer, or donate to our camp, please contact

Pool Manager, Meaghan Young. email: youngm@scsd303.org Phone: 509-427-7665 Or stop by today!



REGISTRATION DEADLINE IS THE FRIDAY PRIOR TO THE UPCOMING SESSION, NO LATE REGISTRATIONS WILL BE ACCEPTED.



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Swim Lesson Registration

Registration is on a first come, first serve basis, and space is limited. If you didn't take a swim lesson last season, we prefer to register you in person. If you are unsure of your child's skill level/class to register for, please see pool manager to discuss details. Deadline to register is the friday before the upcoming session.

Semi-Private Lessons (2-3 people)

8/30 minute lessons - \$64 per person

Private Lessons

8/30 minute lessons - \$112 per person

Teen/Adult Lessons

Beginner- Have you always wanted to learn to swim, but are too afraid? Fear not! We have the most patient and determined staff to help YOU become the Olympic swimmer of your dreams! 10 lessons for \$45

Stroke Improvement

Are you a confident swimmer, but just want to fine tune your skills? We can help! Register for a class, or stroke improvement help during lap swim for \$4 plus admission.

Prerequisites for Lessons: when should a child repeat a

class? Children with more than a 3-month break from swim lessons should repeat the previous level as a **refresher course.**

Common Concerns Regarding Swim Lessons

-My child has taken a class 3 times already... and STILL hasn't passed!

- Repeating lessons is NORMAL! It is not unusual for a child to repeat a lesson 3-4 times before passing to the next class. Swimming is TRICKY, and to develop all the necessary skills takes time and PRACTICE!

Swim Lessons

Swim Lesson Fees

8 Lessons for \$42.00 + Tax.

Summer Sessions

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Session 1: M-Th, June 18th - June 28th

Session 2: M - Th, July 9th - July 19th

Session 3: M - Th, July 23rd - August 2nd

Session 4: M - Th, August 6th - August 16th

Session 5: M - Th, August 20th - August 30th

Swim Lesson Times (classes TBD)

Morning Lessons

9:30am 10:05 am 10:40 am 11:15 am **Evening Lessons** 4:30 pm 5:05 pm 5:40 pm 6:15 pm

Lessons are on a first come, first serve basis. We do our best to accommodate any and all requests. Please be prepared to sign up your child no later than the Friday before the session begins. We reserve the right to cancel a class if there are not enough participants.

POOL RENTALS & PAR Party Room Packages!

Enjoy a birthday party during pool hours! Basic Package: Includes a party room for one hour for up to 25 people.

•Basic package price \$40 •Pool admission charged at regular rate, plus sales tax.

Our party room includes limited decor, and we welcome guests to bring their own decorations as desired.

Food: Groups are welcome to bring their own food. Please coordinate with pool staff to ensure enough space to hold any refrigerated/frozen items.

Rent the Pool!

All pool rentals must be preplanned with Pool Manager.

Private Pool Rental: Enjoy exclusive use of the entire pool before or after regular pool hours. Includes party area. Two hour minimum with actual swimming time being U hour and 45 minutes, unless otherwise arranged.

\$150 per hour up to 25 guests. Additional guests are \$6 per person.

Group Rate Rental

If you would like to book a group during pool hours, please call 24-48 hours in advance to ensure we have the corrrect amount of space and lifeguards available. Group rate is punch card price. Swimmers under age 6 must have an adult in the water with them at all times.

Lane Rental: One lane rental per hour (during regular open hours as space permits). **\$25 per lane**

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Sales tax will be added to all prices listed.



Admission & Pool Schedule



Admission Fees (NOTE: sales tax will be added to ALL fees.)

One time Entry 10 Punch Card	Youth & Seniors \$4.50 \$40	Adult \$5.50 \$50	Family \$16 N/A
	Individual	Family	
Seasonal Passes	\$160	\$260	
(Valid June 18th -	August 31st. Includes	water exercis	e, lap, and play
	be prorated starting J		

• Kids under age 3 are free. Youth means ages 3-17. Adults are considered age 18 and older; seniors are ages 60 and above.

• Water exercise is included with seasonal pass, or requires admission through one time entry fee or punch pass.

 One time entry fee allows access to the pool until the end of the swim session.



Payment: We accept cash, check, credit & debit.

concessions & Merchandise

Towel Rentals

Daily: - 50 cents per towel.

Individual seasonal pass holders: Additional \$10 to use one towel per swim. Family seasonal pass holders: Additional \$20 to use one towel per swim per person.

Snacks & Supplies

We offer a variety of snacks and beverages available for purchase at the front counter, as well as items such as swim caps, goggles, and more!

Check us out on Facebook!

@Stevenson Community Pool

Website: www.pool.scsd303.org

Frequently Asked Questions

How old must children be to swim without an adult?

An adult 16 years and older must be in the water with children under the age of 6 years old. Children aged 6 years and above may swim without an adult.

My child is not potty-trained. What should they wear in the pool? Children who are not potty-trained are required to wear a swim diaper in the pool. Swim diapers may be purchased at the front counter.

What swim attire is appropriate for our public pool?

Standard swim suits and trunks are preferred, but clean shorts and a t-shirt are fine. No transparent attire. People wearing swim attire deemed inappropriate by staff, may be asked to change, or leave the pool.

Should I purchase a 10-punch or a seasonal pass?

That depends on how often you will be coming to the pool. 10-punch passes never expire, and are transferable... so if you bring a friend, you can punch it twice! If you plan on coming more than three times a week, you will get more value out of a season pass.

WEEKLY POOL HOURS

Monday- Friday: Wednesday: Saturday: Sunday:

8:00 am - 7:00 pm 6:30 am - 7:00 pm 10:00 am- 4:00 pm **CLOSED**

LAP SWIM

Wednesdays: Saturdays:

Monday - Friday: 8:00 am - 7:00 pm 6:30 am - 7:00 pm 10:00 am - 4:00 pm

* lanes available may vary between times and days due to other activities.

WATER AEROBICS

Shallow Water Exercise Mon: 10:40 am - 11:40 am Wed: 10:40 am - 11:40 am 10:40 am - 11:40 am

Frí:

5:30 pm - 6:30 pm **RECREATIONAL SWIM**

Monday - Friday: Saturdays:

8:00 am - 7:00 pm 10:00 am - 4:00 pm

Deep Water Exercise

5:30 pm - 6:30 pm

5:30 pm - 6:30 pm

*equipment usage may vary between times and days due to other activities.



**Children must pass a swim test which can be administed by a Lifeguard to use the deep end of the pool. Those who have not passed a swim test may use the deep end, but MUST wear a lifejacket at all times.

- Everyone must take a cleansing shower before entering the pool.

- If you have a disease that can be transmitted by water, or have been ill with diarrhea or vomiting in the last 2 weeks, you are not permitted to use the pool.

- People with seizure, heart, or circulatory problems should not swim alone.

- No running or rough play.

- No food or drink allowed IN the pool or on the pool deck, as per health code violation.

- Those under the influence of drugs or alcohol may not use the facility.

- Those who do not follow pool rules, may be asked to leave at ANY TIME by pool employees.

CLOSURES & MODIFICATIONS

The pool will be closed on Wednesday, J - 44 -We will be closed for two weeks of maint Sept. 1- Sept. 15th.

CITY OF STEVENSON RESOLUTION NO. 2018-314 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 changing state legislation, revised job descriptions and 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 in Exhibit A, attached hereto and incorporated by reference, for the benefit of employees and managers.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 21st day of June, 2018.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Exhibit A



City of Stevenson

Personnel Policy

Revised 2018



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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.

<u>Compensation Schedule.</u> 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 insure 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.



City of Stevenson Personnel Policy

<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 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 expenses 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 day. 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 @ 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.



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 coverage's 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 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 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 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:

January 1
5
3 rd Monday in January
3 rd Monday in February
Last Monday in May
July 4
1 st Monday in September
November 11
4 th Thursday in November
Day after Thanksgiving
December 25
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 1¹/₂ 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 <u>#A-6, A-7</u>)

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 and the Drug Free Workplace Act of 1988.

SCOPE

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.)
- 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.
- 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.

PROCEDURES

As required by the federal Omnibus Transportation Employee testing act of 1991, all employees who are required to have a valid Commercial Driver's License (CDL) must be randomly tested for the presence of controlled substances. 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.
- 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. See <u>Appendix A-1</u> for agreement.

Related records will be maintained by the employer as prescribed in the City's Records Retention Guidelines and file.

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.



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:	Da	te:
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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.
- Health Insurance. 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.
- 5. Release. EMPLOYEE accepts the benefits contained in this Separation Agreement in full satisfaction of all 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.

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- 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 18th 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 9th & 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 134th, 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 23rd 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 107th NE Bellevue, WA

Department of Justice Drug Enforcement Administration 220 West Mercer, Suite 300 Seattle, WA 360-553-5443

Mine Safety & Health Administration 117 107th 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 – 228th 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 1st 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:		
Total Expenses:	\$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 com	nlota)	* ¢	
rinai Kennbul sement Kequesteu. (Aiter traveris com	pietej	ф	
Requested by:	(signature)		
* Limited to amount approved above by Supervisor or City Council			



Appendix # A-8

CITY ADMINISTRATOR

POSITION:	City Administrator
REPORTS TO:	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 insure 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
REPORTS TO:	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.
 - o 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:	June 21, 2018
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 ManagerREPORTS TO:Public Works Director*EFFECTIVE DATE:June 21, 2018FLSA 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
 - o Consumer Confidence Report
 - Preparation of written development reviews
 - o Submittal of DOH required reports
 - Regulatory compliance
 - New service review
 - o Respond to public inquiries regarding water
 - Ensure completion of routine maintenance
 - Oversee all water projects
 - o Assist with budget development
 - o Tracking all labor hours spent in water department
 - o Order new parts as well as stock replenishment
 - o Review expenditures in water department
 - o 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



WASTEWATER TREATMENT PLANT OPERATOR I

POSITION:Wastewater Treatment Plant Operator IREPORTS 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. 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



WASTEWATER TREATMENT PLANT OPERATOR III

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



City of Stevenson Personnel Policy

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

100



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		
REPORTS TO:	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 All work to be completed on applicant's personal computers

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 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 Official City Business Purposes:

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.



City of Stevenson Personnel 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 NOT 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:



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.



City of Stevenson Leana Johnson, 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 Johnson, City AdministratorRE: Municode Contract AddendumMeeting Date: May 17, 2018

Executive Summary:

At the April 19th council meeting, staff discussed using a software called TownCloud for agenda management. There would be no contract for that software as it would be a month to month subscription. Municode, which the city contracts with for ordinance codification services, has partnered with an agency and is now offering meeting and agenda management services at a reduced rate for current customers.

Analysis:

The TownCloud service would be a monthly charge of \$25 per user. The public interface would be considered a user. This would cost a minimum \$100 per month for a total annual cost of \$1,200 with no ability to customize.

The quote for the Municode software is \$2,200 per year with unlimited users. It allows users to create their own agenda items and then they can be added to the agenda by staff. The agenda and minutes are customized to the city's format, at no additional charge. It also allows people to subscribe to meetings and get notified when the agenda for that meeting type is published. No more group emails. There is an estimated time savings of at least three hours or more per meeting, which would add up to almost \$3,000 for both council and planning commission meetings.

Conclusion:

Staff recommends approving a the Municode Contract Addendum for the cost of \$2,200 per year for years 1-4, \$2,310 for year 5 and an annual increase after year 5 in line with the prevailing CPI.

MEETING & AGENDA MANAGEMENT

Quote for Stevenson Washington

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Leon Rogers

PO Box 2235 Tallahassee, FL 32316 850.692.7708 <u>Irogers@municode.com</u> 5/10/2018

Leana Johnson 7121 East Loop Road Stevenson, Washington 098648

Dear Leana:

Thank you for the opportunity to present Stevenson with our quote for online meeting and agenda management services. Our Municode MEETINGS solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward.

We are also working on an exciting product roadmap to seamlessly integrate Municode MEETINGS with our suite of online municipal solutions. The more Municode products you have, the better the integration. In the not-too-distant-future, our Municode MEETINGS solution will integrate with Municode WEB. Meetings created in Municode MEETINGS will auto-post to your Municode WEB website calendar. This integration will also include unified search – your meeting agendas and minutes will be searchable directly from the website. We are investigating ways to mark ordinance agenda items as 'approved' within Municode MEETINGS and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

We are thrilled at the opportunity to partner with Stevenson on such an important initiative.

Sincerely,

Brean Gilder

Brian Gilday

President, Municode WEB + MEETINGS





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Years 2-5

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City of Stevenson

Leana Johnson, 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 Johnson, City AdministratorRE: Sewer Plant UpdateMeeting Date: June 19, 2018

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:

Value Planning:

The Value Planning workshop took place on June 6th and the potential solutions seem very promising. The draft report will be provided to staff on June 26th. There will be a follow-up meeting with the participants and stakeholders on June 29th at 1pm to further discuss the report and discuss the solutions to analyze further with the CERB feasibility study.

Operations and Maintenance Audit:

The O&M audit was performed a few weeks ago and a copy of the final report is enclosed. Most of the changes suggested will be addressed with the upgrades.

BOD5 Testing:

The BOD5 testing began on June 5th with one testing point to collect samples from the high school prior to the end of the school year. The industrial sampling and additional collection system sampling began on June 12th. There were some challenges with obtaining the analyzers which caused a slight delay. The samples are being delivered to BSK Labs in Vancouver four times a week, which includes one Saturday delivery. The staff time taken for this effort is being tracked separately to better gauge the effort involved. No test results on BOD have been returned yet, however there have been some pH violations at some sites and we have notified the users. A final testing plan is attached.

Plant Operations:

The foaming at the plant has continued to varying degrees and has been manageable.

We have received an application and an inquiry into the open position at the plant from two level II operators. We will review their documents and conduct interviews within the next few weeks.

Both pumps at the fairgrounds lift station are in the process of being repaired. Until they are fixed the lift station continues to be operated by a temporary diesel pump on loan from the City of Hood River.

The average Influent BOD load for 2018 has been:

- Jan 675 lbs/day No Effluent Violations
- Feb 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 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.

Infiltration and Inflow (I&I):

The sewer lining has been completed for Frank Johns, Second St, First St. and the underpass.

Funding:

The contract for the Community Economic Revitalization Board feasibility study grant has been signed and the RFQ for engineers will be published as soon as the city decides on a way forward.

Compliance Schedule:

The Industrial User Survey has been sent out to non-residential users and staff is working hard to ensure a 60% completion rate.

Action Needed:

No action needed.



14 June 2018

Technical Memorandum

To: Eric Hansen – Public Works Director

From: Brad Musick – Wastewater Solutions, Inc.

Subject: Process Audit of the Stevenson Wastewater Treatment Facility

Section 1. Project Description

Wastewater Solutions, Inc. (WSI) was contracted by the City of Stevenson, WA to provide a process and operational audit of the wastewater treatment facility. The goal was to determine if operational changes could improve plant performance and/or gain capacity from now through an upcoming facility upgrade.

A site visit was conducted May 21-22, 2018. The site visit included a field evaluation. Prior to the onsite work, WSI evaluated plant operating and design data, permit, studies, drawings, and other information.

Jacobs/CH₂M is a contract operations company hired by the City to care for, operate, and maintain the treatment facility. The Jacobs' operator tasked with operating and running the plant is Andy Gates. Andy has been a plant operator about 3 years, is a Class II Operator, and has been the person in responsible charge of the facility for approximately 5 months. Andy also attended Linn Benton Community College, studying wastewater.

Andy Gates actively participated in the exchange of ideas and information. Andy seemed to know the plant equipment and had a good understanding of operations. Staff seemed willing to implement most recommended changes. The consultant relied heavily on the outstanding plant-specific knowledge of the utility staff.

Section 2. Plant Description

The City of Stevenson Wastewater Treatment Plant (Stevenson WWTP) is located on the banks of Rock Creek, on the west end of Stevenson. The plant is designed for a peak-hour flow of 1.5 million gallons per day (mgd). It uses a singular oxidation ditch for treatment and discharges treated and disinfected effluent to the Bonneville Pool of the Columbia River.

The Stevenson WWTP was constructed in 1971 and originally consisted of a Smith and Loveless Oxygest package treatment plant ("donut") with a chlorine contact tank for disinfection and a sludge lagoon.



In 1992, the original plant was upgraded with largely new current facilities, including the oxidation ditch, secondary clarifiers, and UV disinfection facility. Some components from the original plant were kept as back-up to the new facilities or for solids handling.

2.1 Treatment Processes

Wastewater enters the Rock Creek Pump Station (serving portions of the City east of the WWTP) and Fairgrounds Pump Station (serving portions of the City west of the WWTP). These serve as the WWTP's current influent pump stations.

The following are the systems and processes comprising the treatment plant:

• Headworks

The combined force main from the influent pump stations discharges to the headworks facility. The combined raw wastewater flows are typically discharged to the south channel of the headworks, which features a mechanical bar screen to remove screenings entering the plant.

- Secondary Treatment
 - Oxidation Ditch
 - Secondary Clarifiers
 - RAS and WAS

Screened wastewater flows by gravity to the oxidation ditch, which is aerated by one or two brush rotors. In the aeration basin, bacteria consume organic BOD and inorganic ammonia. The bacteria responsible for BOD removal build floc which is then settled in the secondary clarifiers.

In the clarifiers, the biologically treated wastewater is separated from the biomass. The treated wastewater flows to UV disinfection. Most of the microbes are returned back to the oxidation ditch using RAS pumps. The excess microbes are wasted to the digester/solids holding.

• Disinfection

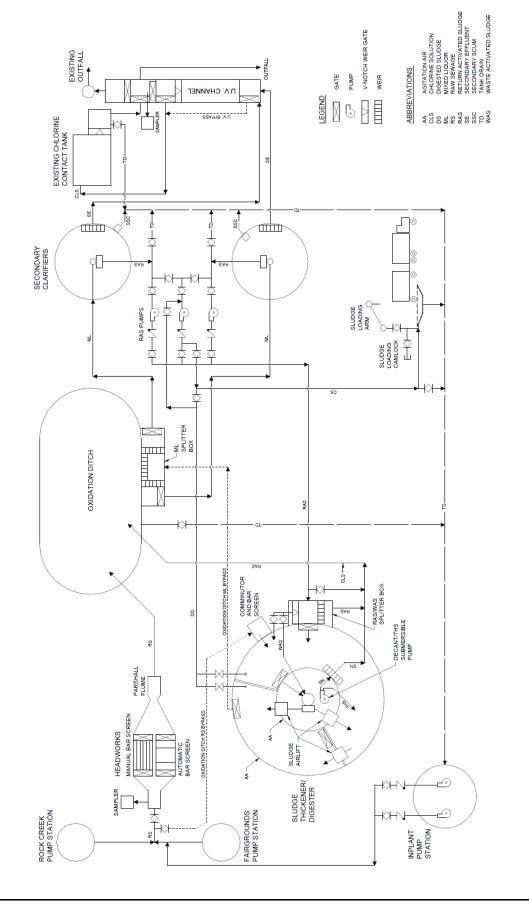
The treated wastewater is made safe for discharge to the public waterway by Ultraviolet (UV) disinfection. The disinfection process kills pathogenic bacteria.

• Solids Handling

A pump station located between the secondary clarifiers pumps return activated sludge (RAS) and waste activated sludge (WAS) from the clarifiers to the RAS/WAS splitter box at the sludge holding tank. RAS flows to the oxidation ditch, and WAS flows to the solids holding tank.

The biosolids are hauled offsite in tanker trucks to other treatment facilities for further treatment.





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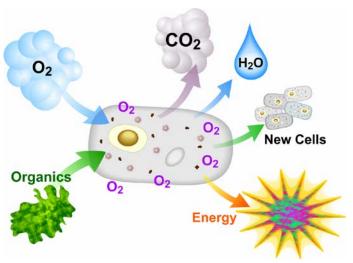


Section 3. Statement of the Issue(s)

The waste water plant experiences solids and BOD permit violations. The violations generally result from slug loads of high BOD waste from industry. BOD loadings higher than permit are recorded routinely. The highly soluble (dissolved) industrial waste slug load overwhelms the oxidation ditch's ability to deliver sufficient dissolved oxygen (DO) to the bacteria.

When bacteria are presented with soluble BOD, they take the food (BOD) material up through their cell wall. A biochemical reaction occurs and the BOD is converted into energy, water, new bacterial cells, and carbon dioxide. The rate at which the bacteria convert soluble BOD into

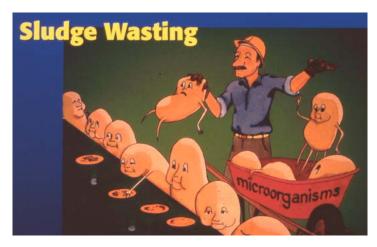
solids (new cells) is dependent on the amount of food present, time, dissolved oxygen, and other growth pressures. Given the right conditions, the heterotrophic bacteria that oxidize BOD can split in half and form new cells every 10-15 minutes. When a BOD slug enters the plant, there is a rapid rate of new cell development (log growth). If the bacteria have insufficient oxygen to oxidize the stored food, then the bacteria basically can't do anything else in the oxidation ditch. The bacteria travel, full of food, to the secondary clarifier. In most activated sludge facilities, it is important that the bacteria coming back from the clarifier



(as RAS) to the oxidation ditches be hungry and ready to eat more BOD. This does not happen at Stevenson during a BOD slug load.

When experiencing a BOD slug load to the plant, the Stevenson bacteria do not come back hungry in the RAS to the ditch and are thus not readily available to consume BOD. Any solids lost from the clarifier are also full of BOD. The slugs come in quite often.

Typically in an oxidation ditch activated sludge system, the waste sludge produced (called sludge yield), is about 0.25-0.5 pounds of WAS sludge per pound of BOD in the influent. Because of the BOD slugs and low dissolved oxygen, the Stevenson sludge yield is closer to about 0.5 to 0.8 – roughly 2x the mass of secondary sludge is being produced compared to



other similar plants. So Stevenson must waste more sludge and handle more biosolids than other extended aeration plants.

When not experiencing the high BOD load, the plant tends to run fairly well and stays within compliance. On days without the high BOD load, the plant does a very good job of both BOD and ammonia oxidation. This shows it has capacity for the base loads, just not the slugs.



Section 4. Findings and Recommendations

The finding and recommendations are broken down into the following categories:

- 1. General Findings and Recommendations
- 2. Quick Benefit Recommendations
- 3. Long Term Recommendations

The information has been compiled into the following tables to reduce read time and make for easier reference. Note that the number # does not signify priority.

General (No specific order)

#	General Findings and Recommendations	Comments
1	Housekeeping	The contract operations firm has operated the facility since 1992. It was clean and all liquid treatment processes were new and in good order. Not sure much in terms of housekeeping has been performed since 1992. The contractor is responsible for cleaning as per the contract.
2	Maintenance	There is no High Speed on the ditch aeration equipment. They have not worked in years (as per operator). This is especially important since the plant experiences low DO during the BOD slugs. Repair of the aeration delivery equipment is very important. The blower(s) for the aerobic digester/holding and diffusers are also not fully functional. This too is a priority item.
3	Staffing	The half-time operator schedule may not be sufficient to perform all necessary tasks. That said, it does not relieve them of any housekeeping nor maintenance items. Some have been issues for years.
4	Micro Exam Performed	 Findings from the micro exam are as follows: a. Open floc b. Filaments common c. Predominance of Stalked Ciliates d. Lots of Testate Amoeba e. Worms Shows varying F/M with both young and old.
5	Diluted Settleable Solids Test	The test showed that sludge settling is hindered by mass and reducing MLSS would improve settling in the clarifier.
6	O&M Manual last Updated 1992	Needs updated. Needs SOPs specific to dealing with high BOD slugs.
7	Staff Training	Contract staff has had little process training from Jacobs/CH2M.



Quick Benefit Recommendations

(No specific order)

#	Quick Benefit Recommendations	Comments
1	Online DO Probe Needed	The handheld DO probe does not show staff the diurnal DO in the ditch. Need to see BOD slugs and allow action when needed.
2	RAS Metering Needed	There is no RAS metering. Not sure the percentage of flow that they use really has any meaning. RAS is one of 3 controls on activated sludge (RAS, DO, and WAS). Need good info on all three to control the plant.
3	Reduce RAS Rate	The RAS rate is 110% of plant flow. This is too high. The RAS should be 3-5 x MLSS, but is currently only about 1.5 x. The high RAS robs capacity and dilutes waste sludge increasing the volume to pump. The reduced hydraulic load through the ditch will improve BOD treatment and also reduce the solids push to the clarifier. See Benefits of Lower RAS in Tech Memo.
4	Reduce MLSS Inventory	The plant has more than enough microbes to eat BOD under normal conditions. The diluted settleable solids showed improved setting with a lower mixed liquor concentration. Suggest around 3000-3500 mg/L. See Diluted Settle info in Tech Memo.
5	Repair and Run Both Ditch Rotors- High on at least one (once functional)	Due to the sporadic nature of the BOD slug loads, it is recommended that the staff run high DO's in the ditch to help meet the demand when the slugs occur. Repairing the rotors to run on HIGH speed will help with BOD treatment,
6	Add Polymer to RAS or MLSS	Add polymer to the RAS and/or the MLSS discharge to enhance solids capture. Especially recommended during BOD slugs or high flow situations.
7	Industrial Waste Equalization and pH Adjustment	Have the industry add flow equalization and pH adjustment. It would be advantageous if the BOD could be metered in at night when the plant experiences lighter loading.
8	Keep ditch weir level at max to help with oxygen transfer. Automate gate during upgrade IF they don't go with diffused air.	While using the mechanical rotor mixers, the gate weir should be at its highest to maximize DO transfer.



Intermediate to Long Term Recommendations

#	Intermediate to Long Term Findings and Recommendations	Comments
1	Add Stamford Baffles to Clarifiers	These pre-fab baffles help redirect flow and velocity and reduce clarifier solids in discharge.
2	Add Full Time Operator	Need more attention at the plant. Need to protect the City assets.
3	RAS Reaeration to Gain Aerobic Capacity	BEFORE UPGRADE. Consider gaining aerobic capacity by adding reaeration of the RAS. This could be done in the old contact tank, a banker box, or possibly in the existing solids handling. This would be an interim capacity gain until the upgrade is complete.
4	Level Weirs on Secondary Clarifiers	The weirs on the secondary clarifiers are not level. This causes higher flows over the lower weirs – pulling more solids over than necessary. Should be fixed during upgrade.
5	Selector Activated Sludge	It is important the upgrade have a biological selector to select for desirable floc formers. The type of selector (anoxic or anaerobic) should be based on the type of filaments they currently tend to grow, future permit considerations, etc.
6	SCADA	Need a SCADA system with the upgrade

Some of the items in the tables above are discussed in more detail in the information that follows.



Stamford Baffles

The addition of Stamford baffles to the existing clarifiers and to the new one under consideration would be money well-spent. The purpose is to re-direct the current or velocity of the water in the clarifier as the flow tends to run up the sidewall and over the weirs. The Stamford baffle redirects that energy back toward the center of the



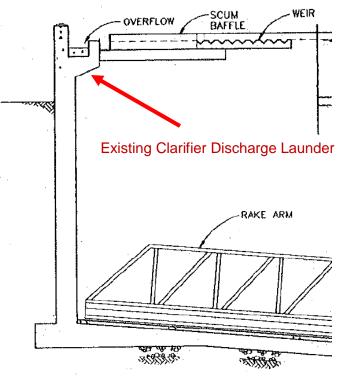
clarifier, reducing the hydraulic impact on solids loss. Literature from Stamford states solids reduction up to 70% and improved wet weather treatment.

The existing clarifiers have a peripheral discharge launder. There was some discussion regarding the bottom of the launder and whether or not it acts as a density current baffle.

As the section drawing at right shows, the upward-angled launder bottom slope would be relatively ineffective redirecting the flow energy.

The design allows less dense solids to be carried up the sidewall and roll over the weir much more easily than a flow redirected by a downward- angled Stamford baffle shown in the above picture.

It is believed that Stamford baffles would be beneficial to the existing clarifiers. A conversation with the manufacturer would be beneficial to determine the true applicability of adding these to the clarifiers and what solids reduction would be expected.





Reduced MLSS Inventory and the Diluted Settle Solids Test

A diluted settleable solids test was performed to see the impact on filaments on the poor settling Stevenson sludge. The diluted settleable test illustrates how much of the settling problem is due to poor sludge **QUALITY** and how much of it is due to sludge **QUANTITY**.



At the Stevenson facility, the mixed liquor barely settled at all in the 30 minute settleable test.





Normal 30 Minute Stevenson Settleable

Diluted 30 Minute Settleable

Though the filaments were in the "common" range in terms of numbers, they appear to have less impact on the settleability than the MLSS concentration. So, the settling issue has more to do with too many solids (Quantity) vs. the Quality of the sludge produced.

Reducing the MLSS will have a positive impact on solids settling

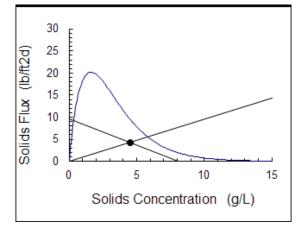


Benefits of Reduced RAS Rates

Based on a daily flow of 0.20 MGD

SVI of 211 Used Based on Historical Information

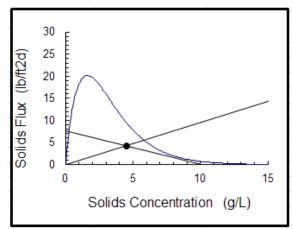
	Total AB MGD	RAS	RAS	WAS Sludge	
Comparing 110% RAS to 80% RAS	RAS+RAW	Flow MGD	Conc. mg/L	to Digester	
Current RAS RATE @ 110% of RAW Flow	0.42	0.22	8000		
More optimized RAS RATE @ 80% of RAW FLOW	0.38	0.16	10125		
Reductions (-) or Gains (+)	(-) 10%	(-) 0.121	(+) 21%	(-) 21%	
				•	
	* Pumping Ener * Better Setting * 21% (approx)	0, 0	Sludge Volume		
Benefits * 10% Reduction in Total Flow to AB					
* 20% Improvement on Detention Time * Increased digester sludge storage capacity (21%) * Less "supeing" labor					



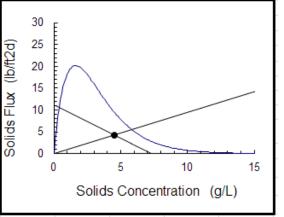


The RAS RATE may be higher than plant staff thought. To get SP to more closley match the plant data, the StatePoint RAS rate had to be brough up to 190% of plant flow, instead of the guesstimate of 110%. Note the lack of flow measure on RAS is an issue discussed elsewhere in the Tech Memo.

That said, if the RAS rate is higher than the 110%, then that makes the potential savings and performance gains much much more substantial than stated in the table above.









The table below shows the comparison of the State Point current RAS rate vs. a more optimized RAS rate.

	Total AB MGD	RAS	RAS	WAS Sludge
Comparing 190% RAS to 80% RAS	RAS + RAW	Flow MGD	Conc. mg/L	(V) to Digester
Based on Calculated 190% Current RAS flow	0.6	0.38	6800	
More optimized RAS RATE @ 80% of RAW FLOW	0.36	0.16	10125	
Reductions (-) or Gains (+)	(-) 40%	(-) 0.25	(+) 33%	(-) 320/
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Stevenson, Washington Process Audit

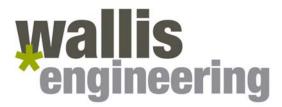


Section 5. Conclusion

The plant tends to meet permit during normal loads. However, when the BOD is beyond the design capacity, the plant can experience solids and BOD issues for a couple of days.

In terms of summarizing and prioritizing the short-term recommendations, they are as follows:

- 1. It is very important that the rotors on the ditch be repaired to allow them to operate on the HIGH setting. Since the BOD slugs cannot be predicted, it is important that the DO be maintained higher than normal to try to minimize the impact of the load. The ditch weir should also be run at or near its highest level to maximize oxygen transfer.
- 2. Reducing the mixed liquor solids concentration is needed to improve settling in the clarifier. It is recommended that the solids inventory be dropped from 4500 mg/L down to between 3,000-3,500 mg/L.
- Optimizing the RAS rate will go a long way in improving both the aeration and the clarifier performance. It will also reduce the volume of sludge needed to waste by 20-30% and improve sludge storage by a comparable percentage.
- 4. Fixing the digester blowers and diffusers will help digest the sludge instead of allowing it to sit and ferment. The fermented decant could be adding organic acids. Coupled with the organic acids from the brewery, they are a food source for non-desirable filamentous bacteria. In addition, aerating the digester may reduce mass to be hauled.
- 5. Clean the plant.



TECHNICAL MEMORANDUM

DATE:	June 4, 2018
TO:	Leana Johnson, City of Stevenson
FROM:	Jack Wallis, PE
RE:	Stevenson Industrial Wastewater Sampling Plan WE # STEV18GS T1
ATTACHMENTS:	Exhibit A – Sampling Location Map

Introduction

A number of industries in Stevenson discharge high volume and/or high strength wastewater to the City's sewer system. To determine the magnitude of wastewater loadings from these industrial users, industrial wastewater sampling was performed in 2016 and 2017, in accordance with the recommendations of the July 29, 2016 *Technical Memorandum re: High Strength Dischargers Sampling Plan* [1]. Following these past sampling efforts, there have been questions regarding unexplained BOD spikes and foaming episodes at the City's wastewater treatment plant (WWTP). To resolve these questions and provide additional data for stakeholders, an additional round of wastewater sampling will be completed. The goals of this sampling effort are to:

- 1. Determine the strength and loadings of industrial wastewater users,
- 2. Determine Significant Industrial Users and support DOE permit applications,
- 3. Investigate the cause of BOD loading spikes and foaming at the wastewater treatment plant, and
- 4. Provide a basis for future planning and design efforts.

This memorandum summarizes the wastewater sampling plan for the industrial wastewater users in Stevenson.

Sampling Plan

Wastewater sampling will focus on measuring the BOD₅ concentration, pH, and temperature in each industry's effluent. Other constituents such as COD may also be measured to provide useful information to WWTP operations. Sampling will occur daily through the duration of the sampling periods. In addition to the industrial user sampling, the City will also collect 24-hour composite samples at the WWTP influent during all days in which industrial user samples are collected. Several locations throughout the collection system will also be sampled to identify other potential high strength wastewater sources. Sampling locations are shown on Exhibit A. A

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summary of the industrial user sampling plan is shown below in Table 1, and discussed in further detail below for each user.

Industrial User	Sampling Periods	Sampling Location	Flow Measurement	Notes
Waterfront Building (Backwoods Brewing, Skunk Brothers Distillery)	June 11 – July 1 w/o BMPs ^a July 9 – July 29 w/ BMPs	~600 gallon sump	Magnetic flow meter on pump discharge line	Sampling location includes both process water and sanitary wastewater from entire waterfront building
LDB Beverage	June 11 – July 1 w/o BMPs July 9 – July 29 w/ BMPs	Kanaka Pump Station	Water meter, multiplied by consumption factor	Sampling location includes wastewater from public restroom and Silver Star Industries.
Walking Man Brewery	June 11 – July 8	Sample port	Water meter, multiplied by consumption factor	Includes both process and sanitary wastewater
Skamania Lodge	June 11 – July 8	Manhole	Water meter with cooling tower water subtracted	

Table 1. Industrial User Sampling Plan Summary

a. Best Management Practices, such as sidestreaming high concentration wastewater.

Backwoods Brewing and Skunk Brothers Distillery (Waterfront Building)

Wastewater from the waterfront building, including Backwoods Brewing and Skunk Brothers Distillery, is combined in a sump prior to being pumped to the City's collection system. Because it is not feasible to separate the various influent sources, the combined wastewater will be sampled from this sump (see Figure 1). To assist these users in determining the efficacy of sidestreaming BMPs, sampling will be split into two three-week phases. During the first phase,

the users will continue operating with no new BMPs in place. During the second phase, the users will implement sidestreaming BMPs to reduce their BOD load.

Backwoods Brewing is generally operational Monday through Friday between 8:00 AM and 3:00 PM. Skunk Brothers Distillery does not have regular hours, and other businesses in the Waterfront Building are generally open Monday through Friday between 8:00 AM and 5:00 PM. To provide the most representative sample possible, sampling equipment will begin collecting samples shortly before business hours, and end shortly after business hours (i.e. samples will not be



Figure 1. Sampling location for the Waterfront Building. Sump is located below the metal cover. Metal pipes shown are sump pump discharge lines, and plastic pipe is an influent drain line.

collected at night or weekends).

Wastewater flow for these users is measured with a magnetic flow meter on the pump discharge line, and will be recorded at the time of sample collection. Water meter use will also be recorded to determine the consumption factor for these users.

LDB Beverage

LDB Beverage process wastewater and sanitary wastewater enter the collection system at different points. Previous efforts took samples from a submerged pipe in the process water discharge line, and did not take into account the effect of the sanitary wastewater on the total wastewater strength. There are two options to provide better estimates of wastewater strength for this user. The first option is to sample from the process water line, and correct for the sanitary wastewater using standard volume and strength values from the Washington State Department of Ecology's (DOE) *Criteria for Sewage Works Design* ("Orange Book"). The second option is to sample from the influent sewer to the Kanaka Pump Station, and correct for the other connections to this sewer line (a public restroom and Silver Star Industries) using Orange Book volume and strength values. Due to the improved sampling location and low flows expected from the public restroom and Silver Star Industries, the second option is recommended. See Figure 2 for this sample location.

LDB Beverage is generally operational Monday through Friday between 5:00 AM and 10:00 PM. To provide the most representative sample possible, sampling equipment will begin collecting samples shortly before business hours, and end shortly after business hours (i.e. samples will not be collected at night or weekends).

Wastewater flow for LDB Beverage will be estimated by multiplying the water meter use by a consumption factor. The consumption factor was previously determined to be 0.6, based on sixty days of water use data [2]. This consumption factor will be reevaluated using water use data collected during the sampling period.



Figure 2. Kanaka Pump Station Wetwell. LDB Beverage sample location will be from a container suspended below the influent sewer shown on right.

Walking Man Brewery

Walking Man Brewery process wastewater is combined with sanitary effluent prior to discharge. Wastewater will be sampled from a port (see Figure 3) on the discharge sewer line. The brewery operation has implemented many sidestreaming BMPs, which the Brewer's Association Sustainability Mentor has estimated to reduce their total BOD load by approximately 40%. Because these BMPs are already in place, sampling before and after implementing these BMPs is impractical. Walking Man Brewery will therefore be sampled daily for 4 weeks, during which they will continue utilizing the implemented BMPs.

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Walking Man Brewery is generally operational Monday through Friday between 9:00 AM and 9:00 PM, and Saturday and Sunday between 12:00 PM and 9:00 PM. To provide the most representative sample possible, sampling equipment will begin collecting samples shortly before business hours, and end shortly after business hours (i.e. samples will not be collected at night).

Wastewater flow from Walking Man Brewery will be estimated by multiplying the water meter use by a consumption factor. This consumption factor was previously estimated to be 0.85 [2], but will be reevaluated using water use and beer production data collected during the sampling period.

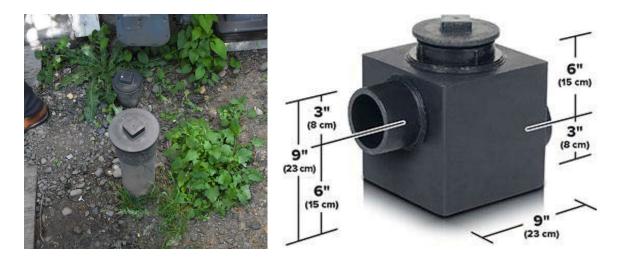


Figure 3. Sample port used at Walking Man Brewery, standpipe shown on left and in-line sample port fitting on right.

Skamania Lodge

Skamania Lodge will be sampled at a manhole just downstream of their grease trap (see Figure 4). Because no additional BOD reduction strategies have been identified, sampling will occur throughout a 4 week period, during which they will operate as usual.

Skamania Lodge is operational seven days a week, 24-hours per day. Sampling equipment will therefore collect samples 24-hours per day, all days of the week.

All City water used by Skamania Lodge enters the wastewater system, with the exception of water lost by an evaporative cooling tower. Flow for Skamania Lodge will be calculated by subtracting the water lost in the evaporative cooling tower from the water meter use. The water lost in the evaporative cooling tower will be measured by Skamania Lodge using a flow meter.





Figure 4. Skamania Lodge discharge manhole sampling location.

Collection System

Several locations throughout the collection system will be sampled to identify other potential sources of high strength wastewater and troubleshoot the high BOD loadings and foaming issues at the WWTP. Three initial locations have been identified:

- 1. **MH D-1:** Manhole on Russel Ave and Railroad St receiving flow from the downtown area to the north and east.
- 2. MH C-1: Manhole on Seymour St just south of 2nd St receiving flow from the downtown area to the north and east.
- 3. **MH VI-2:** Manhole on the west end of Vancouver Ave receiving flow from the residential area and school to the north and east.

These locations will be sampled for 1 week throughout the sampling period. Samples will be collected 24-hours per day. If wastewater strength is higher than anticipated, the source of the high strength wastewater will be investigated. Other locations throughout the collection system may also be sampled to assist in identifying other high strength sources once more data is gathered.

Sampling Procedures

Wastewater will be sampled using automatic composite sampling equipment. There are two options for composite sampling: flow proportional and time composite. Previous efforts collected 24-hour time composite samples, with sample aliquots collected every 15 minutes. While flow proportional samples give a more accurate representation of average daily concentration than time composite samples, they require input from a flow meter. Currently, only one user has an effluent flow meter installed (the Waterfront Building). Flow proportional sampling is an option for this user, but other users must be sampled using the time composite method unless effluent flow meters are installed. To provide the most representative sample possible, the time interval

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for time composite sampling will be reduced to the minimum allowable by the sample container size, and sampling will occur only during business hours (when wastewater flow is generated).

Sampling procedures will follow 40 CFR Part 136 requirements and EPA guidelines [3]. In general, sampling procedures will be as follows:

- Time-based composite samples.
- Minimum 100 mL aliquot per sample.
- Time interval between sample aliquots will be the minimum allowed by the sample container, 15 minutes maximum.
- Sample tube intake will be near the center of the flow channel, at approximately 40-60% of the water depth.
- Flow measurement will be recorded at the time of sample collection.
- Samples will be collected from composite sampling equipment daily and sent to laboratory for BOD₅ analysis within 48 hours. Samples will be stored at 4° C prior to analysis.
- pH and temperature of grab sample from sampling location will be measured daily during sample collection.
- Non-refrigerated sampling equipment will be filled with ice daily.
- Composite sampling equipment will be stopped when the industry is not in operation.
- Sample collection will be logged in a sample logbook kept at each sample location.
- In the event of a sample equipment failure, a grab sample will be collected but will not be included in data analysis for calculating averages.

Composite sampling equipment will consist of full sized Teledyne ISCO samplers. Samples will be collected by City staff and analyzed by a laboratory certified by the DOE to perform the required tests. Results will be distributed to the industrial users as soon as they are received.

In addition to the data collected by the City, the industrial users will need to collect the following information during the sampling period:

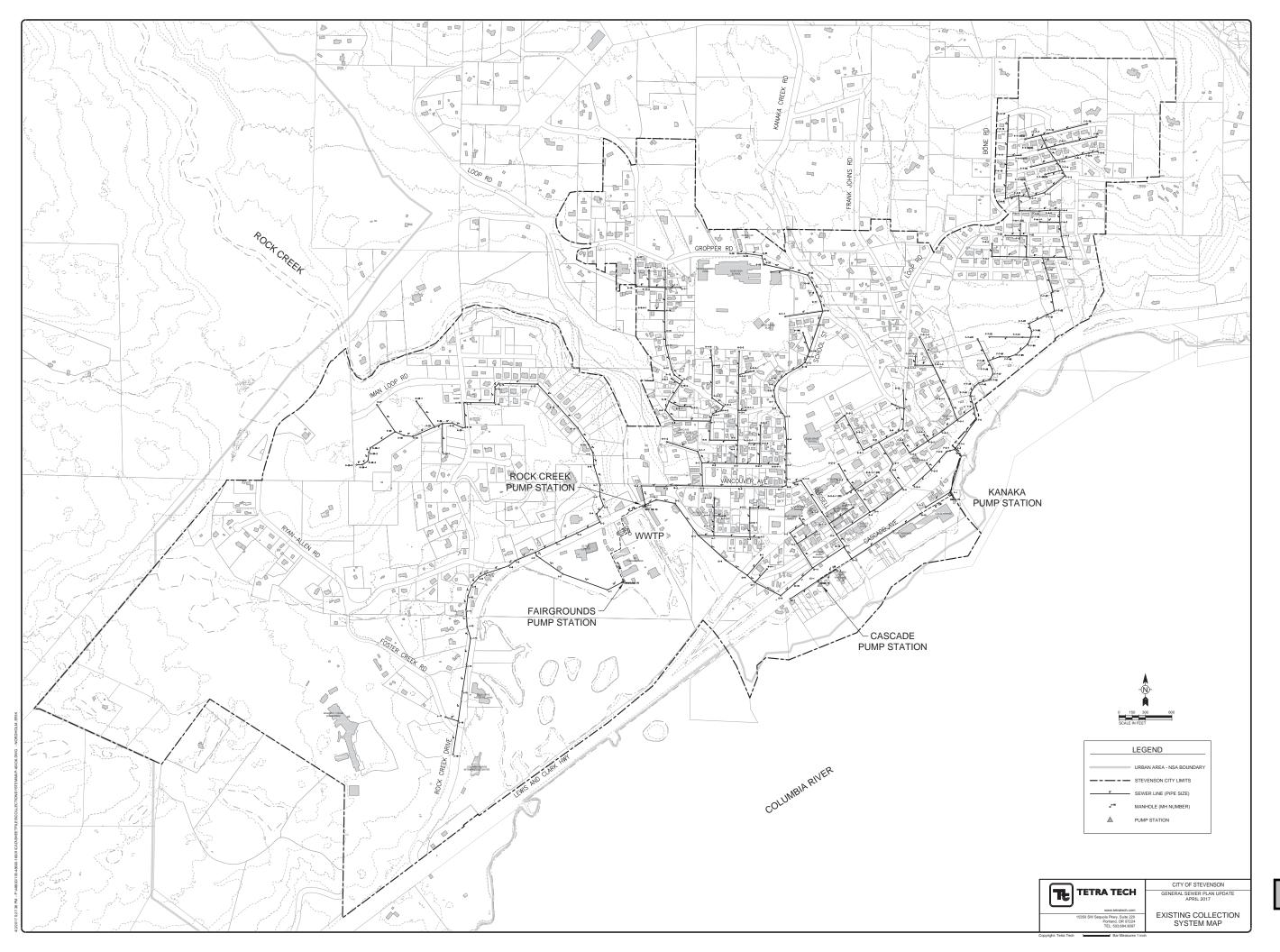
• Quantity of metered water diverted from the sewer system.

Next Steps

Following the wastewater sampling period, concentration and flow data will be analyzed and summarized in a technical memorandum. Data analysis will include calculations of minimum, maximum, and average flows, concentrations, and loadings.

References

- [1] *Technical Memorandum re: High Strength Dischargers Sampling Plan.* July 29, 2016. Tetra Tech.
- [2] *Technical Memorandum re: Pretreatment and Source Control Alternatives Addendum.* September 22, 2017. Tetra Tech.
- [3] *Wastewater Sampling Operating Procedure SESDPROC-306-R3*. February 28, 2013. United States Environmental Protection Agency, Science and Ecosystem Support Division.



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INTERLOCAL AGREEMENT NORTH BONNEVILLE PUBLIC DEVELOPMENT AUTHORITY RELOCATION AGREEMENT

This Agreement made and entered into this ____ day of **June**, **2018**, by the City of North Bonneville, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "North Bonneville," and the City of Stevenson, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "Stevenson", and North Bonneville Public Development Authority, hereinafter referred to as "NBPDA".

WHEREAS, pursuant to RCW 35.21.730-.755, in 2014 North Bonneville formed a Public Development Authority ("PDA") for the purpose of establishing a cannabis retail store; and

WHEREAS, NBPDA has been operating in a location within North Bonneville since its inception; and

WHEREAS, NBPDA seeks to relocate due to high lease costs and poor visibility and access in its present location; and

WHEREAS, RCW 35.21.740 provides that a PDA has no authority beyond the jurisdictional limits of the city that formed the PDA, unless otherwise provided for under a contract with the foreign city; and

WHEREAS, NBPDA wishes to relocate to Stevenson, and Stevenson is amenable to such a transfer, under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. <u>Cities' consent to relocate</u>. Stevenson and North Bonneville hereby consent to

the relocation of NBPDA under the following terms and conditions:

- a. Stevenson consents to the PDA's relocation to _______, Stevenson, WA 98648, presently owned by ______ ("the Relocation Premises"). This consent is specific to this location, and shall not transfer to a different location without Stevenson's express written consent, which consent may be withheld in Stevenson's sole discretion, by action of the City Council.
- b. This consent shall be revocable during the term upon the PDA's default as set forth below.
- c. NBPDA shall at all times maintain a Stevenson City Business License.
- d. This consent is expressly contingent upon the PDA's ability to relocate its license with the Washington Liquor and Cannabis Control Board (WLCCB) to the new location.
- e. In consideration of the sales tax revenue lost by North Bonneville, NBPDA agrees to allocate one point five percent (1.5%) of gross sales to North Bonneville's general fund payable at such intervals as NBPDA reports sales tax to the Washington Department of Revenue, and to give a preference to North Bonneville in awarding grants consistent with NBPDA's charter.

2. <u>Term & Duration</u>: This Agreement shall be in effect upon signature by the Parties, and will continue for as long as NBPDA remains on the Relocation Premises or another location approved as set forth above, and is not in default hereof, unless modified by mutual Agreement of the parties.

3. <u>Legislative Approval and Amendments</u>: This agreement is binding any party only upon approval of all parties' legislative authorities. This Agreement may be amended at any time in writing and only if approved in the same manner as the original ILA.

4. <u>Indemnification</u>: NBPDA shall indemnify North Bonneville and Stevenson against any liability relating to the operation of the PDA, and maintain public liability insurance at all times. NBPDA shall include North Bonneville as an additional insured on any such policy.

In any situation where the damage, loss or injury is caused by the concurrent negligence of one or more parties or their agents and employees and another party's agents and employees, then the each party expressly and specifically agrees to hold the other parties harmless to the extent of that party's or its agents' and employees' concurrent negligence.

All parties both specifically waive their immunity under RCW 51 (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agree that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to each party's employees against the other. This provision is not intended to benefit any third parties.

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

The provisions of this Section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

5. <u>**Termination/Cancellation:**</u> This Agreement may be terminated or cancelled for any reason upon mutual written agreement of the Parties. The parties shall cooperate to address any reasonable concerns regarding this Agreement.

6. <u>Conformance and Severability</u>: The provisions of this Agreement are severable. If any provision of this Agreement violates a Federal or Washington State statute or rule of law, or if this Agreement is deemed to be in conflict with the authorized use or authority, that provision shall be modified to conform to such statute or rule of law, or authority. If any court holds any provision of this Agreement (including any document incorporated by reference) invalid, that invalidity shall not affect the other provisions of this Agreement. In the event of a conflict between the terms of this agreement and the

Interlocal Agreement

Utilities Cooperation Agreement entered into between the Cities of Stevenson and North Bonneville, the latter shall control.

7. Events of Default:

The following shall constitute an event of default after not fewer than thirty (30) days' written notice to all parties specifying the nature of the default and providing the defaulting party an opportunity to cure:

- a. Failure to maintain license: Revocation or lapse of NBPDA's WLCCB license;
- b. Transfer of license without prior consent: NBPDA shall be in default in the event of a transfer or encumbrance its WLCCB license without prior consent of both North Bonneville and Stevenson, approved by both legislative bodies;
- Failure to follow Stevenson's land use codes: a finding of a court or hearings officer that NBPDA has failed to comply with Stevenson's land use laws after legal process shall constitute a default;
- Nuisance code violations: NBPDA's failure to cure nuisance abatement orders or civil violations and/or pay levied fines for nuisance code violations shall constitute a default hereunder;

8. <u>Remedies upon Default</u>:

In the event of default, Stevenson shall have the following remedies:

- a. Withdraw consent and terminate this agreement;
- Notify WLCCB of NBPDA's default and Stevenson's intent to revoke consent;
- c. Seek a judicial declaration that NBPDA is in default, and in the event of a finding of default, Stevenson shall be entitled to its attorney fees and costs at trial and on appeal;
- d. Such other and further relief as a Court may deem fair and equitable in the premises.
- In the event of default, North Bonneville shall have the following remedies:
 - e. Withdraw consent and terminate this agreement;

- f. Notify WLCCB of NBPDA's default and North Bonneville's intent to relocate NBPDA back to its native jurisdiction;
- g. Seek a judicial declaration that NBPDA is in default, and in the event of a finding of default, North Bonneville shall be entitled to its attorney fees and costs at trial and on appeal;
- h. Such other and further relief as a Court may deem fair and equitable in the premises.

9. <u>Notices</u>:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed certified mail, return receipt requested, postage paid, as follows:

North Bonneville:

City of North Bonneville 214 CDB Mall Drive/PO Box 7 North Bonneville, WA 98639

Stevenson:

City of Stevenson 7121 E. Loop Rd/PO Box 371 Stevenson, WA 98648

NBPDA:

North Bonneville Public Development Authority PO Box 376 North Bonneville, WA 98639

10. Ratification:

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified

Interlocal Agreement

and confirmed.

11. <u>Governing Law/Venue:</u>

This Agreement shall be deemed to have been executed and delivered within the State of Washington and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The signature shall have legal authority to enter into this Agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Skamania County, Washington.

12. Interlocal Act Representations

This is an Interlocal Agreement under RCW Ch. 39.34. Pursuant thereto, the parties state as follows:

- A. Duration. The duration shall be as set forth in paragraph 2 above, or as otherwise agreed to by the parties pursuant to this Agreement.
- B. Organization. No new entity will be created to administer this agreement.
- C. Purpose. The purpose is to assign the roles and responsibilities of the parties to facilitate the relocation of NBPDA to a new jurisdiction.
- D. Manner of Financing. The parties intend to finance this agreement through NBPDA revenue and allocation as set forth herein.
- E. Termination of Agreement. The parties shall have the right to terminate this agreement only by mutual agreement as provided in paragraph 5, above.
- F. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- G. Selection of Administrator. The City Administrator of the City of Stevenson be the Administrator for this Interlocal Agreement.
- H. Manner of Acquiring Property. This Agreement will result in NBPDA's relocation to the location within the City of Stevenson set forth above according to the terms and conditions set forth herein.

13. Integration and Amendment

This Agreement constitutes the complete and final agreement of the Parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made by the Parties on the subject matter, and may be modified only by a writing signed by the Parties hereto.

14. No Third-Party Beneficiaries.

This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this ILA, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this ILA intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

15. Obligations.

This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law. Each Party hereto is responsible for the costs it incurs in carrying out the obligations stated herein

16. Recording.

A copy of this Agreement shall be recorded in the Office of the Clark County Auditor as provided by law, or shall be posted to each Parties' web site.

17. Consent to Dual Representation. This agreement was drafted by Kenneth B Woodrich of Kenneth B Woodrich PC, who is the appointed City Attorney for both North Bonneville and Stevenson. Both cities understand he is acting as a scrivener and does not represent either party in this transaction. He has not participated in negotiations concerning this agreement, and has advised both parties to seek independent legal advice to understand their rights and responsibilities hereunder. NBPDA is represented by attorney Teunis Wyers, who has reviewed this agreement on behalf of his client.

Interlocal Agreement

DATED this	day of	June	, 2018
	uu y oi	<u>o ano</u>	<u>, 2010</u>

CITY OF STEVENSON, a Municipal Corporation

DV.	
BY: Mayor	
ATTEST:	Approved as to Form:
Finance Director	City Attorney
CITY OF NORTH BONNEVILLE, a	Municipal Corporation
BY: Mayor	
ATTEST:	Approved as to Form:
Finance Director	City Attorney
NORTH BONNEVILLE PUBLIC D	EVELOPMENT AUTHORITY, a Municipal Public
Development Authority	
BY: Executive Director	
ATTEST:	Approved as to Form:
Finance Director	NBPDA Attorney

Interlocal Agreement



Mission Communications, LLC Customer Service Agreement and Terms of Use

This Agreement (hereinafter referred to as the "Agreement") is entered between MISSION COMMUNICATIONS, LLC, a Georgia limited liability company (hereinafter referred to as "Mission") and the entity and individuals utilizing Mission's products and services, including its web site and database information (hereinafter collectively referred to as the "Customer") and is effective upon activation and use by Customer of Mission's products and services. **The Parties**: Mission is engaged in the business of providing wireless communications and database systems for managing and monitoring remote equipment in a supervisory manner, including such industrial applications as water and wastewater systems. The Customer desires to use and benefit from Mission's communications and database system, which is to be installed by the Customer on-site at the Customer's premises.

Customer acknowledges and understands that by activating and utilizing Mission's products, services, web site and/or data-based information, Customer is agreeing to be bound by the following terms contained in this Agreement. ACCEPTANCE OF HARDWARE AND/OR THE PROVISION OF SERVICES FROM MISSION SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT ON CUSTOMER'S PART TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

The Terms: In consideration of the above recitals, the mutual promises contained herein, and other good and valuable consideration, including Customer's use of Mission's products and services, the parties hereby agree as follows:

1. **Mission's Services**. Mission agrees to use commercially reasonable efforts to provide Customer with monitoring and notification services by utilizing automated calling, paging, e-mailing, faxing, or TCP/IP transfer of data to an OPC compliant database to Customer's designated destinations as set forth in the Mission web site database.

2. Customer Responsibilities.

(a) Customer understands that Mission will not respond to or take action related to those events about which Mission provides monitoring and notification. Customer further understands that it is solely responsible for the final entries and schedules set forth in the Mission database notwithstanding the fact that Mission may have initially entered the monitoring and notification information in that database on the Customer's behalf.

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(b) Customer also understands that the information residing in Mission's database, including, without limitation, notification lists, schedules and alarm points, can be changed by the Customer. Customer further understands and agrees that it bears the sole risk of loss or damage that may result from changes to the Mission database made by or on behalf of the Customer, and that such changes may prevent or impair the ability of the Mission monitoring and notification system from providing timely and successful notifications of detected events to Customer's designated destinations. Customer agrees to test the system(s) on a regular basis to ensure that they are working properly.

(c) Customer must provide its own on-site installation and maintenance services. Customer agrees to test all analog and digital input alarms on a regular basis (no less than every six months) and ensure that each alarm point successfully sends alarm transmissions to Mission and that the Mission notification services accurately and completely notify all the Customer's intended recipients. If any real or perceived failures occur, the Customer shall notify Mission immediately in writing of such failures. Mission shall use commercially reasonable efforts to resolve the failures noted in the writing delivered to Mission by Customer, but in no case will Mission be obligated to travel to the Customer's premises to perform diagnostic or corrective actions.

3. Carrier Services.

(a) Customer understands and agrees that Mission makes no representations, promises, warranties, or guarantees that there will be no interruptions in service or delays in performing service, or as to the quality, usefulness, completeness and reliability of such service, and further that Mission provides no assurances that such service will be free of errors. Customer acknowledges that Mission utilizes wireless data services that may be provided by ATT, Verizon, Sprint-Nextel, Rogers Communications, T-Mobile and various participating carriers, and that such providers disclaim any and all liability arising from the Customer's use of Mission's products and services. Customer further understands that Mission has no control of, or responsibility for, the paging, cellular, radio, telephone, internet or other communication medium which the Customer may rely upon for delivery of alarm or other messages sent by Mission.

(b) Customer understands and agrees that it has no contractual relationship with the underlying wireless service carrier and Customer is not a third party beneficiary of any agreement between Mission and underlying carrier. Customer understands and agrees that the underlying carrier shall have no legal, equitable, or other liability of any kind to Customer. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy against Mission for claims arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages as described in 4c.

(c) Customer shall indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this Agreement or the use, failure to use, or inability to use the number except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of the Agreement.

(d) Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.

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(e) Customer understands and agrees that Mission and the underlying carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the services.

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(f) The service is for Customer's use only and Customer may not resell the service to any other party.

4. **Customer Indemnification; Limitation of Liability**. Customer agrees that in further consideration of being granted the right to utilize Mission's monitoring and notification service, the Customer, on behalf of itself, and any employees and agents agrees:

(a) To indemnify, defend and hold Mission, its members, managers, directors, officers, employees, agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from the operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.

(b) To release, waive, discharge and covenant not to sue Mission, its members, managers directors, officers, employees, agents, suppliers or affiliated companies harmless from any and all liabilities arising from any claim, demand or action based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including without limitation, attorneys' fees and court costs, that may result from operation of Mission's products and services, or from the failure of the Mission system to report a given event or condition.

(c) That in the event Mission is found to be liable for any loss or damage arising out of negligence, mistakes, omissions, interruptions, delays, errors or defects in Mission's products or services, such liability shall not exceed the total amount paid by the Customer to Mission for Mission's services for the previous six (6) months or \$250.00, whichever is greater.

(d) That neither Mission nor its members, managers, directors, officers, employees, or agents is an insurer and that the Customer is to maintain its own insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of Mission's products or services.

5. Limited Warranty. Mission warrants that its products are free from defects in material and workmanship for the periods set forth in the respective product sales information. Mission's sole obligation under this limited warranty is to repair or replace the product, at Mission's option, unless the product has been misused or improperly repaired or serviced by any party other than authorized Mission personnel, in which case the limited warranty is voided. Other than this limited warranty, Mission's products and services are provided with no other warranties, express or implied, including any WARRANTIES OF MERCHANTABILITY or fitness for a particular purpose.

6. **No Life Safety Use**. Mission's products and services are intended to monitor and notify Customer of events relating only to Customer's non-critical mechanical and electrical equipment, and are not intended to be used for life-safety, burglary or fire detection and reporting or control system and Customer hereby expressly agrees that under no circumstances shall it use Mission's products and services for any life-safety, burglary or fire detection and reporting or control system uses whatsoever. Customer hereby indemnifies, defends and agrees to hold Mission, its members, managers, directors, officers, employee

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agents, suppliers or affiliated companies harmless against any and all claims, demands or actions based upon any losses, liabilities, obligations, damages or costs, whether direct or indirect, special or consequential, including, without limitation, attorneys' fees and court costs that may result from Customer's breach of this **Paragraph 6**.

7. **Relay or Output Control**. In the case that Customer chooses to utilize the Mission system to perform manual or automatic (as may be provided by Mission at the time) relay or output control for pump, well, valve or any related application, Customer agrees that Mission performs this service on a best efforts basis only. Mission recommends that Customer not rely on Mission solely for the control of remote relay activated devices and that Customer should make provision for alternate means of remotely or locally operating said controls. Mission strongly recommends that Customer make electrical or mechanical provisions at the remotely controlled site equipment that will properly control said 5 remote relay control functions. Customer understands and acknowledges that there are other providers of such remote control technologies.

8. Hardware and Monitoring Fees. Customer agrees to pay Mission for hardware and a monitoring fee, which fee is to be prepaid on an annual basis, as indicated in Customer's invoice. The first annual service fee and hardware costs are to be paid within 30 days from the date of shipment of the Mission hardware. Annual service activation will commence on the 30th day after purchase. If the Customer has not installed units at this time, it may request reasonable additional time to install units prior to annual service commencement. This extension is totally at the discretion of Mission. Units ordered that will not be installed immediately should be ordered as inactive so as to avoid unnecessary loss of service on the Customer's part. After the expiration of the initial one-year term, this Agreement shall automatically renew for additional one-year periods, unless canceled by written notice to Mission at least sixty (60) days prior to expiration date of the then current term. Units added in subsequent years will be initially billed at the then current annual service price as published in the current Mission price list or at the price initially invoiced the Customer, whichever is greater. Once a field RTU is in service, Mission shall not increase that device's annual monitoring fee by more than an amount equal to the annual percentage increase in the United States Bureau of Labor Statistics "Consumer Price Index." Mission shall have the right to increase the annual monitoring fee annually or, in the event it does not do so annually, it may at any time increase the annual monitoring fee by the cumulative percentage increase in the Consumer Price Index from either the initial service date or the last date that Mission so increased the annual monitoring fee, in either case to the then date of adjustment. This annual service pricing policy shall apply to all makes and models of Mission hardware and services.

9. Use of Mission's Products. The Customer understands the intended uses of Mission's products and services and will ensure that they are used in the intended and safe manner. In the event of a malfunctioning unit and after notification to Customer and attempting to rectify the situation, Mission shall have the right to take the unit out of service and keep it out of service until such time as the malfunction has been remedied. In addition, it is agreed that the Customer shall contact Mission personnel if the Customer does not know how to install or operate Mission's products and services.

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10. **Consent to Jurisdiction**. Regardless of the place of contracting or performance, this Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Georgia, and that any suit, action or other legal proceeding involving this Agreement shall be brought exclusively within the State or Federal Courts situated in Atlanta, Georgia. Customer hereby irrevocably consents to and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Paragraph. 6

11. Entire Agreement. The parties hereto acknowledge and agree that this Agreement, together with the Mission Business Performance Guarantees set forth in that certain "Managed SCADA document, Literature Code I-4", as amended from time to time and which by this reference is made an integral part hereof, contain the entire agreement between Mission and the Customer, and that there are no other representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein or therein. The conditions set forth in this Agreement shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding on Mission unless accepted by Mission in writing. It is a condition of this transaction between Mission and Customer that any provisions printed or otherwise contained in any purchase order issued by Customer, or any acknowledgment, acceptance, objection, or confirmation of this Agreement issued by Customer, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement made by Customer, shall have no force or effect. The terms contained herein shall be controlling in the event of any inconsistency with the Customer's purchase order or other communications of Customer.

12. **Severability**. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

13. **Binding Effect; No Assignment by Customer**. This Agreement shall be binding upon each of the parties hereto, together with their respective heirs, successors and permitted assigns. Customer shall have no right to assign any or all of its rights under this Agreement without the prior written consent of Mission.

ITEM	PUMP STATION	RTU TYPE	PRICE	A/D EXPANSION CARD	PF	RICE	S	ERVICE FEE	LINE TOTAL		
1	Water Treatment Plant	M850	\$2,245.00	YES	\$4	95.00	\$	623.40	\$ 3,363.40		
2	Hegewald Well	M850	\$2,245.00	NO	\$	-	\$	563.40	\$ 2,808.40		
3	Base Reservoir	M850	\$2,245.00	NO	\$	-	\$	563.40	\$ 2,808.40		
4	High Zone Reservoir	M850	\$2,245.00	NO	\$	-	\$	563.40	\$ 2,808.40		
5	Catholic Church Reservoir	M150	\$1,445.00	NO	\$	-	\$	346.40	\$ 1,791.40		
										Installation Rate	6

LOOSE PARTS				Parts Total \$	3,020.00
25' Antenna Cable	4	\$ 130.00 \$	520.00	Estimated Labor Rate \$ 1	2,000.00
Tank and Well Controller	2	\$1,250.00 <u></u>	2,500.00	New Account Fee \$	250.00
		\$	3,020.00	Freight _\$	280.00
				GRAND TOTAL \$ 2	29,130.00



Dear Friends,

The 3 Squares Program, through Shepherd of the Hills Lutheran Church, a 501 (c) (3), is committed to fighting childhood hunger in our rural community. 100% of every dollar raised will be used to purchase food for the weekend meals program for elementary school children in the Stevenson Carson School District, and to expand our service to middle and high school students for the 2018-2019 school year.

Located in the heart of the Columbia River Gorge are the small communities of Stevenson and Carson, and the joint Stevenson-Carson School District. We are a largely working-class community. Currently, 46% of all students in the Stevenson-Carson School District qualified for and receive free and reduced meals.

Though the 3 Squares Program is overseen by the Shepherd of the Hills Lutheran Church Council, the program however, does not have any religious component. Our program works collaboratively with volunteers, community leaders, local businesses, and school administrators to provide meals for children when school meals are not available. While other backpack programs provide meals for weekends (2 days and usually only breakfast and lunch) **our program is unique** in that:

- We provide **3 square meals**, a breakfast, lunch and dinner.
- We provide **food to feed students over weekends, holidays and breaks**. Last winter break, children were out of school a total of 16 days. The 3 Squares Program provided 16 breakfasts, 16 lunches, 16 dinners and 32 snacks for every elementary student enrolled!
- **100% of all 3 Squares Program funds (giving, donations, fund raiser, grants) goes toward the purchase of food.** Church and community volunteers provide all administrative and functional duties, and pay for expenses out of pocket or as in kind donations. By buying in bulk and through diligent price comparison shopping, we have whittled the cost of each weekend meal down to \$4.75-\$5.25/per child.

The 3 Squares Program started small in late 2016: backpack meals were initially only provided to first graders at Stevenson Elementary School. As you can see from the graph below, we have grown (Kindergarten-6th grade).



Food provided by the 3 Squares Program benefits children, families and our community by helping children to focus on doing well in school. A study done by the School Nutrition Association in 2013 found that food insecurity distracts students from doing their best work. Teachers within the study noted improvement in student's energy level, emotional wellbeing, and behavior after the implementation of a backpack food program. Almost all (97%) students reported looking forward to the food, and 60% of students said they shared the provided meals with a sibling. Nearly all (98%) of parents stated that the program was helpful to them and the wellbeing of their child. <u>https://schoolnutrition.org/5--News-and-Publications/4--The-Journal-of-Child-Nutrition-and-Management/Fall-2013/Volume-37,-Issue-2,-Fall-2013---Ecker,-Sifers/</u>

To date, support for the 3 Squares program has come largely from Shepherd of the Hills Lutheran Church congregation, local businesses, and community members. Small business owners have been incredibly generous and collaborative with our cause. Fundraisers and events have been mutually beneficial, and we will continue these partnerships (A& J fundraiser in June and possible fundraiser with Backwoods Brewing Co in August).

The growth and success of the 3 Squares Program is paramount. Memory in a small community is long—any failure on our part will discourage similar endeavors in the future. Children need and deserve adequate nutrition and meals to look forward to. A full belly is more than a comfort; it is a sturdy foundation from which learning, security, and joy can grow. Please join in this effort. Together, we will make a meaningful difference and investment in the lives of children and health of our community.

Linda Lee 3 Squares Program Co-Chair c: 206-769-8754 <u>Lindalee1000@hotmail.com</u> Mail: Shepherd of the Hills Lutheran Church P.O. Box 160 Stevenson, WA 98648

LEASE

Lease made this 21st day of June, 2018 by and between **CITY OF STEVENSON**, a municipal corporation organized under the laws of the State of Washington, herein referred to as "Lessor", and **SHEPHERD OF THE HILLS LUTHERAN CHURCH**, a 501(c)(3) organization, having its principal office at Stevenson, Skamania County, Washington, herein referred to as "Lessee."

Recitals

1. Lessor is the sole owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference, the leased portion of which is hereinafter referred to as "the Premises." The Premises being leased hereunder consist of 375 square feet.

2. Lessee desires to lease the Premises for the purpose(s) of running the 3 Squares Program which provides 3 square meals for children when school meals are not available. Since 3 Squares provides food to the poor and infirm, this contribution is excluded from the Washington State Constitution's prohibition in Article VIII section 7 against gifts of public funds.

3. The parties desire to enter into this lease agreement defining their respective rights, duties and liabilities with respect to the Premises.

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

SECTION ONE Subject and Purpose

1. Lessor leases the Premises described in Exhibit "A" to Lessee for Lessee's use for the purpose(s) of running the 3 Squares Program and for no other purpose without the express permission of Lessor. If Lessee's use of the premises is at any time prohibited by law or governmental regulation, this lease shall terminate.

2. In connection with its use of the Premises, Lessee shall:

a. Conform to all applicable laws and regulations of any public authority affecting the Premises and their use and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to affect such compliance unless such changes are required because of Lessee's specific use.

b. Refrain from any activity which would make it impossible to insure the Premises against casualty or which would increase the insurance rate, unless Lessee pays the additional cost of the insurance.

c. Refrain from any use which would be reasonably offensive to other tenants, or owners, or users of neighboring premises, or which would tend to create a nuisance or damage the reputation of the Premises.

d. Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor. If Lessor deems such inspection necessary by virtue of Lessee's use or intended use, Lessee shall bear the cost of the inspection.

e. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Lessor.

f. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.

- g. Prohibit cigarette smoking within the premises.
- h. Inform Lessor of business hours and keep Lessor so informed.

SECTION TWO Term and Rent

1. Lessor demises the Premises commencing June 11, 2018, and continuing thereafter on a month-to-month basis until terminated.

2. For the use and occupancy of the Premises for the entire term, Lessor agrees to provide the space free of rent.

SECTION THREE <u>Inspection</u>

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

SECTION FOUR <u>Taxes</u>

1. Lessee shall timely pay to Lessor all leasehold excise tax due the State of Washington which may be imposed on or arise in connection with the use of the Premises, or any part thereof,

during the lease term. Leasehold excise tax pertaining to any partial months shall be pro-rated. The intention of the parties is that the monthly rent herein is net rental to Lessor, and Lessor shall receive the same free from all leasehold excise tax and any other tax obligations.

2. If an assessment for any public improvement is made upon the Premises or the property of which the Premises is a part, Lessee shall pay to Lessor, as additional rent, a pro-rata share thereof, based on the extent of Lessee's occupancy of the property against which the assessment is imposed.

3. Lessee shall pay to the proper authority, on or before the last day on which payment may be made without penalty or interest, all taxes, assessments or other governmental charges, excluding any leasehold excise tax due the State of Washington, that shall or may be imposed on, or arise in connection with the use of the Premises, or any part thereof, or the operation of Lessee's business thereon.

SECTION FIVE <u>Utilities</u>

1. Lessor shall pay all utilities to the Premises as well as any leasehold excise taxes applicable thereto.

2. All applications and connections for utility services which are to be separately metered shall be made in the name of Lessee only, and Lessee shall be solely liable for such utility charges as they become due. Lessor warrants to hold Lessee harmless from all obligations for cost of utility services incurred by previous Lessees of the Premises.

SECTION SIX Maintenance and Repairs

Lessee shall, at all times during the term of the Lease and at its own cost and expense, maintain, in good order and condition, any buildings and improvements, and all additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation and structural components of any existing building(s), unless the use, conduct or activities of Lessee caused the problem which necessitated the repair or replacement work. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may do so and assess the cost of repair to Lessee.

Upon expiration or early termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition, subject to depreciation, ordinary wear and tear, and damage by fire or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its equipment, machinery, fixtures and other personal property that remain its property by the date of surrender.

SECTION SEVEN Insurance/Casualty to Premises

1. <u>Casualty Insurance</u>. Lessor shall at all times obtain and maintain a policy of casualty insurance on any and all buildings and improvements of which the Premises are a part, including all alterations and additions thereto, for all known risks, in an amount equal to the market value of said buildings and improvements. Lessor shall prorate the cost of such policy among the tenants of the building of which the Premises are a part, and upon presentation of a bill for the prorated premium amount, Lessee shall pay the amount due to Lessor in a timely manner. Proration shall be calculated as set out in Section Five (2) above.

2. <u>Personal Property Insurance</u>. Any personal property shall be on the premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any property damage insurance.

3. <u>Liability Insurance</u>. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's business on the Premises. Lessor shall not be liable for any accident or injury to any person or property in or about the Premises that is caused by the conduct or operation of said business or by virtue of equipment or property of Lessee on said premises. Lesse agrees to defend and hold Lessor harmless against any and all such claims.

a. Without limiting the foregoing, Lessee agrees to purchase public liability and property damage insurance with limits of not less than \$2 million general aggregate, \$2 million products composition aggregate, and personal injury of \$1,000,000 per occurrence, which insurance shall protect the Lessor, and to deposit evidence of same with Lessor. The evidence of insurance deposited with Lessor shall name the Lessor as an additional insured. Lessor reserves the right to require reasonable increases in the insurance coverage mandated by this subparagraph.

b. Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury of death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontracts or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

c. All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof. Both Lessor and Lessee shall be named as insureds, and the policy shall be primary insurance as far as Lessor is concerned. All insurance shall be written with responsible companies acceptable to Lessor and authorized to conduct business in the State of Washington. Lessee shall provide the names of all of Lessee's insurance carriers to Lessor and shall provide copies of all insurance policies to Lessor. All policies shall require written notice to Lessor of any cancellation or change affecting any interest of Lessor.

4. <u>Other Insurance</u>. Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required by Lessor against other such insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct.

5. In the event fire or other casualty causes damage to the Premises, Lessor shall restore any damaged portion of the Premises as soon as practicable to substantially its condition immediately before the casualty. Rent shall be abated during the period of restoration and to the extent the buildings and Premises are not reasonably usable by Lessee, except that there will be no rent abatement if the casualty was caused by Lessee's negligence or failure to comply with the terms of this Lease. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds 50% of its replacement cost, Lessor may elect to terminate this lease.

SECTION EIGHT Unlawful or Dangerous Activity

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

SECTION NINE <u>Indemnity</u>

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease; (2) any injury or damage to persons or property happening on or about the Premises; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any mechanic's lien or security interest filed against the Premises or any buildings or improvements thereon as a result of Lessee's activities.

SECTION TEN Default or Breach

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

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act shall be

instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.

3. If Lessee remains on the premises after Lessor provides thirty (30) days' written notice of Lessor's intent to terminate the lease. Following any such notice, Lessee shall surrender possession of the premises, remove all personal property and leave the premises in a clean, rentable condition.

4. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of 30 days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 30-day period, Lessee shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance. However, no such notice shall be required if a similar notice was given within the previous six (6) months.

5. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.

6. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

SECTION ELEVEN Effect of Default/Remedies

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

1. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

2. Lessor shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, without demand or legal process, by giving to Lessee thirty (30) days' written notice of the cancellation and termination. Thereupon, this Lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

3. Upon termination of the Lease under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Premises at a

place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that it will assemble such property. In the alternative, Lessor may re-enter the Premises and remove the property and personnel of Lessee. Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.

5. Lessor may declare all sums due and to become due for the full term of this Lease immediately due and payable, plus interest thereon at the highest legal rate until paid in full.

- 6. Lessor may retain all prior payments by Lessee, including, without limitation, rent.
- 7. Lessor may sue for specific performance.

SECTION TWELVE Lessor's Access to Premises

Lessee shall permit Lessor or its agents to enter the demised Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable; or to exhibit the Premises to prospective tenants during the last ninety (90) days of the lease term, unless and until Lessee rightfully exercises its option to re-let.

SECTION THIRTEEN Lessee's Improvements

1. Lessee may not make improvements or alterations to the Premises without the prior written consent of Lessor.

2. Lessor and Lessee acknowledge and confirm that Lessee may install and place in and about the Premises furniture, equipment, supplies and fixtures that are and shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture, equipment, supplies and fixtures; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.

SECTION FOURTEEN Presence and Use of Hazardous Substances

1. Lessor makes no representation regarding the prior use of the Premises or the existence of previous contamination of the Premises, except that none is known to Lessor.

2. Lessee represents that the following types of processes will be used in connection with the Lessee's intended use of the premises: conducting governmental operations and administration and for no other purpose.

3. Lessee shall not, without the Lessor's prior written consent, keep on or around the Premises, common areas or building, for use, disposal, treatment, generation, storage, or sale, any substances designated as, or containing components designated as hazardous, extra hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any Hazardous Substance, Lessee shall:

a. Comply promptly, timely and completely with all governmental requirements for reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;

b. Submit to the Lessor and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities;

c. Within five (5) days of the Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Lessor of Lessee's compliance with the applicable governmental regulations;

d. Allow Lessor or its agents or representatives to come on the Premises at all reasonable times to check Lessee's compliance with all applicable governmental regulations regarding Hazardous Substances, to investigate any alleged release of hazardous Substances and to undertake cleanup action in the event Lessee fails to do so;

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

f. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment, storage and disposal of hazardous or other polluting substances and

g. Notify Lessor promptly of any investigation involving release of a Hazardous Substance.

4. In the event of a violation or suspected violation, any and all costs incurred by Lessor and associated with the Lessor's inspections of the Premises and the Lessor's monitoring of Lessee's compliance with this section, and including the Lessor's attorney fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon written demand by Lessor.

5. Lessee shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.

6. Lessee agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Lessor against all losses, damages and costs resulting from any failure of Lessee of any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. Sec. 9601 et seq.; the Clean Water Act, 33 U.S. C. Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 U.S. C. Sec. 6901; the Toxic Substances Control Act., U.S.C. Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sec. 136 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq.; the Model Toxics Control Act., R.C.W. 70.105D,010 et seq.; the Washington Water Pollution Control Act., R.C.W. 90.48; the Washington Clean Air Act., R.C.W. 70.94; the Washington Solid Waste Management Act., R.C.W. 70.95; the Washington Hazardous Waste Management Act., R.C.W. 70.105; and the Washington Nuclear Energy and Radiation Act., R.C.W. 70.98.

SECTION FIFTEEN Cleanup Costs, Default and Indemnification

1. Lessee shall be fully and completely liable to Lessor for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.

2. Lessee shall defend and hold Lessor harmless from any and all actions which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, any investigations, administrative proceedings, emergency actions, cost recovery actions, requests for injunctive relief, penalties, fines, lawsuits, appeals and supplemental proceedings. The obligation of Lessee to defend Lessee shall not preclude the right of Lessor to select its own counsel. Any costs and fees incurred in defense of Lessor shall be paid by Lessee as the same are incurred.

3. Lessee shall indemnify and hold Lessor harmless from any damages or other liabilities which arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney

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

SECTION SIXTEEN Compliance With All Laws

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

SECTION SEVENTEEN Easements, Agreements or Encumbrances

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

SECTION EIGHTEEN <u>Quiet Enjoyment</u>

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised Premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION NINETEEN Liability of Lessor

Lessee shall be in exclusive control and possession of the demised Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the Premises for inspection purposes.

SECTION TWENTY Consents, Waivers

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

SECTION TWENTY-ONE <u>Notice</u>

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

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

Lessor:

City of Stevenson PO Box 371 Stevenson, WA 98648 Lessee: 3 Squares Program Shepherd of the Hills Lutheran Church PO Box 160 Stevenson, WA 98648

SECTION TWENTY-TWO Assignment, Mortgage or Sublease

Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.

Lessee shall not have the right to sublet the demised Premises, in whole or in part, or permit the Premises to be used or occupied by others, without Lessor's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that no sublease shall release Lessee from its obligation to perform pursuant to this Lease, unless the Lessor shall, at its sole option, consent in writing to the release of Lessee and substitution of the Sublessee.

SECTION TWENTY-THREE Total Agreement; Applicable to Successors

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

SECTION TWENTY-FOUR Applicable Law

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

SECTION TWENTY-FIVE Venue/Attorney Fees

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

SECTION TWENTY-SIX <u>Time of the Essence</u>

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

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

LESSOR: CITY OF STEVENSON, a Washington Municipal Corporation

Scott Anderson, Mayor

ATTEST:

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney

LESSEE: SHEPARD OF THE HILLS LUTHERAN CHURCH, a 501(c)(3) non-profit

By_____

Its

EXHIBIT "A"

- 1. The premises are a section of the basement of Stevenson City Hall, located at 7121 E. Loop Rd., Stevenson, WA 98648.
- 2. The portion of the premises is the southeast corner of the basement measuring 30' in length and 12.5' in width with outside access.
- 3. The total area being leased is 375 square feet, excluding common areas.
- 3. The tenants may use the restrooms, parking lot and other access points of the premises.

CITY OF STEVENSON, WASHINGTON ORDINANCE NO. 2018-1122

AN ORDINANCE AUTHORIZING THE ADOPTION OF THE SALARY SCHEDULE BY RESOLUTION FOR THE CITY OF STEVENSON, WASHINGTON

WHEREAS, the City Council of the City of Stevenson adopted the salary schedule for 2018 with the adoption of the 2018 budget by ordinance 2017-1115; and

WHEREAS, the Council recognizes an ordinance is a local law that usually regulates persons or property and usually relates to a matter of a general and permanent nature; and

WHEREAS, the Council finds the adoption of a salary schedule for City employees is more administrative and can change annually, which is best authorized by a resolution rather than an ordinance.

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

Section 1. <u>Salary Schedule</u>. The Salary Schedule for City employees will be adopted by Council resolution as it may be modified from time-to-time by action of the City Council.

Section 2. <u>Effective Date</u>. This Ordinance shall take effect and be in force five days after publication according to law.

Passed by the City Council of the City of Stevenson this 21st day of June, 2018.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Johnson, City Clerk

Kenneth B Woodrich, PC City Attorney

CITY OF STEVENSON RESOLUTION NO. 2018-312 A RESOLUTION OF THE CITY OF STEVENSON REVISING THE SALARY SCALE AND FIREFIGHTER PAY

WHEREAS, on December 21, 2017 the City Council of the City of Stevenson adopted the 2018 salary schedule in ordinance 2017-1115; and

WHEREAS, the City adopted ordinance 2018-1122 authorizing the adoption of the salary schedule by resolution; and

WHEREAS, the City wishes to revise the salary scale to include new positions and update other positions based on a comprehensive review and analysis.

NOW, THEREFORE, be it resolved that the City Council of the City of Stevenson, Washington, as follows:

- 1. The salary scale attached as exhibit A is hereby accepted, effective July 1, 2018.
- 2. The Volunteer Firefighter Pay, as shown below, is hereby accepted, effective January 1, 2018.
 - a) Drills will be paid at \$8/drill
 - b) Calls will be paid at \$10/call
- 3. Gordy Rosander will receive a salary of \$76,651 until the balance for medical premium overpayments is paid off, subject to an annual COLA as given to other employees.

ADOPTED this 21st day of June, 2018.

ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Resolution 2018-312 Exhibit A

City of Stevenson Salary Schedule 2018 Salary Schedule Revised 6/21/18

Position	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
City Administrator	75,472	78,491	81,631	84,896	88,292	91,824	95,497	99,317
Deputy Clerk/Treasurer II	48,454	50,392	52,408	54,504	56,684	58,951	61,309	63,761
Deputy Clerk/Treasurer I	42,828	44,541	46,323	48,176	50,103	52,107	54,191	56,359
Public Works Director/Community Development Director	63,573	66,116	68,761	71,511	74,371	77,346	80,440	83,658
Field Sprvr / Bldg Insptr / Water Manager/WWTPO III	54,821	57,014	59,295	61,667	64,134	66,699	69,367	72,142
WWTPO II	51,047	53,089	55,213	57,422	59,719	62,108	64,592	67,176
Utilities / Maintenance Worker/WWTPO I	47,272	49,163	51,130	53,175	55,302	57,514	59,815	62,208
Minute Taker (Hourly)	18.05	18.77	19.52	20.30	21.11	21.95	22.83	23.74
Temporary Assistant II (office or field)(Hourly)	15.00	15.60	16.22	16.87	17.54	18.24	18.97	19.73
Temporary Assistant I (office or field)(Hourly)	11.50	11.96	12.44	12.94	13.46	14.00	14.56	15.14
Standby Pay (Hourly)	2.00							

AGREEMENT

This agreement made and entered into this 21st day of June, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Jeanie Sherman, dba X-Fest Northwest, hereinafter referred to as "X-Fest".

Recitals

- 1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
- 2. The City of Stevenson does not have qualified staff to manage a Christian music festival.
- 3. X-Fest is uniquely qualified to manage a Christian music festival to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
- 4. It is in the City's interest to contract with X-Fest to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City's behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Performance</u>. X-Fest will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. X-Fest will plan and operate X-Fest Northwest as described on Exhibit A, incorporated herein by reference.
 - b. X-Fest will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
- 2. <u>Completion.</u> X-Fest will complete the work and provide the services to be performed under this agreement on or before December 31, 2018.
- 3. Payment.
 - a. The City will reimburse X-Fest up to \$1,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 11, 2019. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
- 4. <u>Default</u>. Upon default by either party of any of the terms of this agreement, the nondefaulting 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>. X-Fest 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 "X-Fest"</u>. It is hereby understood, agreed and declared that X-Fest 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>. X-Fest 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.

X-Fest 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 X-Fest 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>. X-Fest shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, X-Fest 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 nondefaulting 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 X-Fest have legal authority to enter into this agreement on behalf of City and X-Fest respectively and have full authority to bind City and X-Fest in a valid Agreement on the terms herein.

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

CITY OF STEVENSON

Jeanie Sherman

Scott Anderson, Mayor

X-Fest Owner

ATTEST

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC City Attorney

Exhibit A

2018 TOURISM FUNDING APPLICATION FORM

Submitted by: Contact person: Jeanie Sherman Mailing Address: PO Box 908 Stevenson, Wa. 98648 Phone: 971-207-7416 Email: XfestNW@gmail.com Name of proposed event: X-Fest Northwest

1. Describe your organization. TIN/EIN if applicable.

X-Fest NW is a Christian arts, drama, dance and music festival. It is a showcase for independent Christian artists from all over the USA and Canada. TIN/EIN: 93-1322228

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the Call for Proposals for criteria and items to be prioritized by the Tourism Advisory Committee.

X-Fest Northwest has always been Labor Day Weekend. This year the dates are August 31st thru September 2nd. For the past fifteen years we have attracted visitors to the City from all over the United States and Canada. One year we had two boys from Africa. Last year we had a family from Israel. Because we are an established event, many people look forward to it and plan on attending.

3. How much are you requesting from City of Stevenson Lodging taxes?

\$5,000.00

4. Submit a brief revenue and expense budget. What percentage of your budget does this request for funding represent? List any other expected revenue sources and amounts.

<u>Forecasted Revenue:</u> Washington Dept. of Transportation rest stop fund raiser - 2000 Solid State Ministry fund raiser music concerts - 500.00 Morgan-Stanley - 2000 Private Donations - 4084 TOTAL - \$8584

Forecasted Expenses: Fairgrounds - 3334 Sound - 1750 Bands - 1775 Food for volunteers and bands - 750 Advertising - 5025 Insurance - 300 Stage rental - 100 Misc. items (paper plates, plastic ware, cleaning products, etc.) - 550 TOTAL - 13584. This request for funds represents 36.81% of our budget. 5. Please describe your current fund raising efforts for this project.

Our current fundraising efforts for X-Fest Northwest consist of :

1) supplying cookies and coffee at Washington state rest stops.

- 2) four or more music concerts at Solid State Ministry Outreach
- 3) seeking private donations from individuals and businesses.

4) applying for a google grant

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

In the future we will raise revenues by advertising and selling online tickets, which will increase attendance and sales. We will raise funds by supplying cookies and coffee at the Washington state rest stops and continuing fundraising concert series. We will also continue to seek out individuals and businesses for donations

7. Describe your plans for advertising and promoting your proposed activity or facility.

- A) Radio Advertising KPDQ radio covers Oregon and Washington.
- B) Postcards Notifying churches and youth groups
- C) Newspaper Ads Christian News Northwest, distributed throughout the entire Northwest. A&E ad in Oregonian newspaper, distributed throughout Oregon and Washington.
- D) Headline bands Booking nationally known bands will draw a larger crowd
- E) Posters and flyers Distributed throughout the Northwest, The Extreme Tour distributes flyers, and posters and talks about X-fest nationally while touring. They also have a seminar in Nashville, called the Objective where X-fest (located in Stevenson, Wa) is offered to bands as an option.
- F) Internet Advertising Our internet address is <u>www.Xfestnw.org</u>. We are listed with Twitter and Face book . All bands and artists advertise Xfest Northwest on their Facebook sites. We advertise with Sonicbids, and are also listed with several search engines. We use the old TOM e-mail list to personally invite more people to join us.
- G) Utilize the help of the company H2 to update web design and Facebook maintenance and advertising.
- H) Tim Shampoe from the Bridge Church in Stevenson, Wa, will be in involved in local advertising

8. Explain how your activity or facility will result in increased tourism and overnight stays.

With advertising we will draw tourists due to the attraction of headlining and local bands in addition to individual artists and speakers. There is potential for patrons to stay five nights either by camping at the fairgrounds or in hotel rooms and utilizing local restaurants and shops.

9. List the number of tourists expected to attend your activity or facility in each of these categories:

- a. Staying overnight in paid accommodations. 100 people
- b. Traveling 50 miles or more from their place of residence or business. 500 people
- c. Traveling from another state or country. 500 people

10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

We will utilize all of the advertising opportunities available with the Chamber of Commerce including the weekly newsletters and materials that get distributed around Oregon and Washington. We also will utilize street light pole advertising in Stevenson. We plan on partnering as much as possible with the Chamber.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

NA

12. How will the Stevenson community benefit from your project?

Because we don't have vendors on sight, attendees will purchase commodities in town which adds to Stevenson's economy. Residents of Stevenson can attend for one day free.

13. Sign and date your proposal. You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

erman nie M. Sherman

X-Fest NW Director

5-23-2018

AGREEMENT

This agreement made and entered into this 21st day of June, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Tony Bolstad**, dba Bridge of the Gods Kiteboarding Festival, hereinafter referred to as "BOTG Kiteboarding Festival"

Recitals

- 1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
- 2. The City of Stevenson does not have qualified staff to manage a Kiteboarding festival.
- 3. BOTG Kiteboarding Festival is uniquely qualified to manage a Kiteboarding festival, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
- 4. It is in the City's interest to contract with BOTG Kiteboarding Festival to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City's behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Performance</u>. BOTG Kiteboarding Festival will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. BOTG Kiteboarding Festival will plan and operate the Bridge of the Gods Kiteboarding Festival as described on Exhibit A, incorporated herein by reference.
 - b. BOTG Kiteboarding Festival will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
- 2. <u>Completion.</u> BOTG Kiteboarding Festival shall complete the work and provide the services to be performed under this agreement on or before December 31, 2018.
- 3. Payment.
 - a. The City will reimburse BOTG Kiteboarding Festival up to \$3,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before January 11, 2019. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
 - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.

- 4. <u>Default</u>. Upon default by either party of any of the terms of this agreement, the nondefaulting party may terminate the agreement after written notice to the defaulting party. 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>. BOTG Kiteboarding Festival 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 "BOTG Kiteboarding Festival"</u>. It is hereby understood, agreed and declared that BOTG Kiteboarding Festival 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>. BOTG Kiteboarding Festival 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.

BOTG Kiteboarding Festival 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 BOTG Kiteboarding Festival 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>. BOTG Kiteboarding Festival shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, BOTG Kiteboarding Festival 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 nondefaulting 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 BOTG Kiteboarding Festival have legal authority to enter into this agreement on behalf of City and BOTG Kiteboarding Festival respectively and have full authority to bind City and BOTG Kiteboarding Festival in a valid Agreement on the terms herein.

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

3

CITY OF STEVENSON

BOTG Kiteboarding Festival

Scott Anderson, Mayor

Tony Bolstad, Owner

ATTEST

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC City Attorney

Exhibit A

2018 TOURISM FUNDING APPLICATION FORM

Submitted by: BOTG Kite Fest

Contact Person: Tony Bolstad

Mailing Address: 12 Buck Run, Stevenson, WA 98648

Phone: 503.544.7495

Email: tony.bolstad@1sis.com

Name of Proposed Event: Bridge of The Gods Kite Festival

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer <u>all of the below questions</u> and number your answers to correspond to the below question numbers.

- 1. Describe your organization. Include your TIN/EIN if applicable. *BOTG Kite Fest is a non-profit* 501 (c) (3) organization for promoting amateur sporting events, competitions and training camps for youth athletes. Our EIN is 46-5476510.
- 2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee. *BOTG Kite Fest is a three day amateur and professional level kiteboarding competition that has traditionally been held on the last weekend in July. The amateur event will be in its 17th year and is the longest running kiteboarding competition in North America. Amateurs from 10 countries and 3 continents have competed in this event. The pro event will be in it's sixth year and is attracting the top riders in the world. The past three years had the KPRA 2012 World Champion in attendance as well as previous national (US, Canadian, Mexican and Dominican) and regional champions. The planned dates for the event are July 27, 28, & 29 2018. Visitors and participants are attracted via placement of print ads in The Kiteboarder magazine, online ads in The Kiteboarder, iKitesurf.com, NWKite.com and kiteforum.com. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$3,000 to \$5,000 in advertising and venue costs each year.*
- 3. How much are you requesting from City of Stevenson Lodging taxes? \$3,000.00

4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

City Funds	Other Funds	Total	
\$	<u>\$</u> 100.00	\$ 100.00	
\$ 3,000	0.00 \$ 1,000.00	\$ 4,500.00	
\$	- \$ -	\$ -	
\$	- \$ -	\$-	
\$	- \$ 11,500.00	\$ 11,500.00	
\$ 3,000	0.00 \$ 12,600.00	\$ 15,600.00	
	\$ \$ 3,000 \$ \$ \$	\$ _ \$ 100.00 \$ 3,000.00 \$ 1,000.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ _ \$ 100.00 \$ 100.00 \$ 3,000.00 \$ 1,000.00 \$ 4,500.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 11,500.00 \$ \$

- 5.
- 6. Please describe your current fund raising efforts for this project. *BOTG Kite Fest obtains funds from the City of Stevenson, solicitation of advertising and sponsorship placement from kiteboarding manufacturers, kiteboarding retail shops, sporting goods vendors, and local bars and restaurants.*
- 7. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting. *BOTG Kite Fest obtained tax exempt status in 2015 which will now allow us to approach many of the larger corporate sponsors such as Southwest Airlines, Subway, or Subaru that were previously not able to participate in our event. Obtaining a major sponsorship from one of these larger entities will allow us to stop relying on City funds. Growth in our youth camps will provide an additional revenue stream that should also help in covering costs. We are still developing this additional revenue stream. If something comes through this year we will not have to rely on City of Stevenson funds in the future.*
- 8. Describe your plans for advertising and promoting your proposed activity or facility. Visitors and participants are attracted via placement of print ads in The Kiteboarder magazine, online ads in The Kiteboarder, iKitesurf.com, NWKite.com and kiteforum.com. We also place posters at restaurants, bars and sporting goods retailers in Stevenson, Hood River, The Dalles, Troutdale and Gresham. We generally spend about \$5,000 in advertising and venue costs each year. We also have an event T-Shirt each year with the major sponsors on it that is one of our primary promotion channels.
- 9. Explain how your activity or facility will result in increased tourism and overnight stays. *Our three* day event attracts about 200 to 300 spectators each day of the event, of which 90% are from out of town. Only about 10% generate overnight stays in Stevenson and Skamania County during the event but they all generate traffic at the local restaurants, bars, grocery store and gas station. Pre and Post event many of the spectators and competitors return on an annual or more regular basis to enjoy Stevenson and the amenities we have. Many of these people would not know about Stevenson without having been introduced to it via the BOTG Kite Festival. We also do quite well at drawing a large portion of the kiteboarding community away from Hood River and in to Stevenson for the weekend of the event and provide economic activity for local shops, bars and restaurants.

- 10. List the number of tourists expected to attend your activity or facility in each of these categories:
 - a. Staying overnight in paid accommodations. 20 to 30.
 - *b.* Traveling 50 miles or more from their place of residence or business. 200 300 (weather *dependent*)
 - c. Traveling from another state or country. 50 to 100
- 11. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project. *We have worked with the Chamber in the past to list our event on their website and to provide flyers and other information about the event to them. We need to improve our communications through the chamber to reach out to other members to try to get them involved in promoting our event and to help them participate in the activities surrounding the event.*
- 12. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.
- 13. How will the Stevenson community benefit from your project? We bring people from out of town and showcase our waterfront facilities and local businesses. BOTG Kite Fest creates a direct boost in economic activity the weekend of the event and indirectly develops additional visitors and activity throughout the summer and shoulder season months.
- 14. Sign and date your proposal.

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

If multiple activities are planned, please submit a separate application for each activity.

Links to our 2017 videos which are going to be used to promote the 2018 event:

https://www.youtube.com/watch?v=JA6_LvyB0AM

https://www.youtube.com/watch?v=-lacvViyMQI

https://www.youtube.com/watch?v=SwjsICT2d-o

INTERLOCAL AGREEMENT BETWEEN THE PORT OF SKAMANIA COUNTY AND THE CITY OF STEVENSON, FOR STEVENSON WATERFRONT ENHANCEMENT

This agreement made and entered into this 21st day of June, 2018 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the **Port of Skamania County**, a municipal corporation, hereinafter referred to as "Port".

Recitals

- 1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
- 2. The City of Stevenson does not have qualified staff to design and install Stevenson waterfront park enhancements.
- 3. The Port is uniquely qualified to design and install waterfront park enhancements meeting the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such projects.
- 4. It is in the City's interest to contract with the Port to perform certain activities relating to the design and installation of waterfront park enhancements that will encourage increased tourism, promote interest in the City and the local region and to act on the City's behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Performance.
 - a) Port will design and install waterfront park enhancements as described in Exhibit 1 with changes as outlined in Exhibit 2, incorporated herein by reference, and submit requests for payment within forty-five days of each accepted task.
 - b) Port will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
- 2. <u>Completion.</u> Port will complete the work and provide the services to be performed under this agreement on or before December 31, 2019.
- 3. Payment.
 - a. The City will reimburse Port up to \$155,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
 - b. Final invoice for this agreement must be received by the City on or before <u>January 11</u>, <u>2020</u>. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
- 4. <u>Default</u>. Upon default by either party of any of the terms of this agreement, the nondefaulting 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>. Port 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 "Port"</u>. It is hereby understood, agreed and declared that Port 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>. Port 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.

Port 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 Port 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>. Port shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or

national origin. Further, Port 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 nondefaulting 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 Port have legal authority to enter into this agreement on behalf of City and Port respectively and have full authority to bind City and Port 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 shall be June 21, 2018, through December 31, 2019.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to enable the Port to design and install updated East Point signage.
 - 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, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

PORT OF SKAMANIA COUNTY

Scott Anderson, Mayor

Signature

ATTEST

Printed Name and Title

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC City Attorney

Note: By signing above, the parties understand the attorney represents both the City and the Port, and agree to his acting as scrivener in this matter, and consent to him acting for both parties.

Exhibit 1

SPRING 2018 TOURISM FUNDING APPLICATION FORM

Submitted by: The Port of Skamania County

Contact Person: Somer Meade

Mailing Address: PO Box 1099

Phone: (509)427-5484

Email: port@portofskamania.org

Name of Proposed Event: Stevenson Waterfront Enhancement

You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer <u>all of the below questions</u> and number your answers to correspond to the below question numbers.

1. Describe your organization. Include your TIN/EIN if applicable. (FEIN: 91-0877305)

The Port of Skamania County is a public agency that is governed by a 3-member Board of Commissioners who are elected by the citizens of Skamania County. As a municipal corporation, ports are designated as a "special purpose district," allowing us to conduct business in ways that enhance community and economic development. As a result, our primary mission is to drive economic growth and raise the quality of life for the citizens of our county. The Port functions primarily as a property manager, with facilities and parks in Stevenson, North Bonneville, and at the Wind River Business Park in Stabler/Carson.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

The Port is seeking funding for the enhancement of the Stevenson Waterfront. This proposal is specifically for the amenities that we believe will appeal to more out of town visitors, overnight guests, and a different group of waterfront users than Stevenson has been able to accommodate before, along with the fixtures that will support the increase in tourism. As the committee is likely aware, the Port is engaged in a multi-phase project along the waterfront in Stevenson. The initial phase of restoration is nearing completion. To date, the Port has spent \$489,074 on stabilizing the shoreline and creating the foundation for a new public access point, with an additional \$100,000 received in donated materials and \$180,000 spent by Skamania County on dredging and delivering materials. As we move into the development and enhancement phases of the project over the next 18 months, we have identified the following elements as important for encouraging tourism at the waterfront: a picnic pavilion, wedding platform, electric vehicle charger, natural play structures, and other finishing touches like picnic tables and garbage cans. We estimate that the cost of these items and their installation will be \$151,050, to be spent over the next 12-24 months. By developing facilities along the Stevenson waterfront that encourage recreation, relaxation, socialization, and repeat visits, and leveraging the \$653,910 in funds we have already secured for this multi-phase

project, we are confident the committee will find that this proposal meets the prioritized criteria for these funds.

3. How much are you requesting from City of Stevenson Lodging taxes?

We are requesting \$151,050 from City of Stevenson Lodging taxes to be spread out over a two-year timeframe with a 50% match. If the committee is unable to consider funding the full request, the Port respectfully requests consideration for funding any of the individual enhancements itemized in the budget below.

4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

CURRENT PROJECT FUNDING SOURCES	
Recreation & Conservation Office ALEA Grant	\$354,000
Regional Transit Council TAP Grant	\$200,000
Department of Commerce 2018 Appropriation	\$99,910
TOTAL	\$653,910

PROPOSED PROJECT EXPENSES										
	Unit Cost	Quantity	Estimated	Installation	Total					
			Shipping	& Labor	—					
	<u>'</u>		<u>'</u>	Cost						
16 x 20 Picili	\$40,000	1	3,00	35,000	78,000					
Pavilion										
10x10 Wedding	\$3,000	1	\$0	\$2,500	\$5,500					
Platform										
Electric Vehicle	\$4,300		\$300	\$1.000	\$5,600					
Charger										
Stand-alone play	\$6,000		\$2,000	510,000	\$48,000					
structures										
Garbage Cans	\$550	6	\$250	\$3,000	\$6,550					
Picnic Tables	\$700	6	\$700	\$6,000	\$7,400					
				TOTAL	\$151,050					

This project represents 18.8% of our total capital project budget for the Stevenson Waterfront Revitalization of \$653,910.

5. Please describe your current fundraising efforts for this project.

We have been awarded Tourism Funding dollars for other components of this project, as well as grants from the Recreation and Conservation Office (RCO), the Regional Transportation Council (RTC), and the Department of Commerce (DOC) to fund the restoration of the shoreline and the construction of trails, scenic overlooks, public access points, and parks. For every dollar spent on this project, we receive a dollar match from our granting agencies. This increases our total grant funding possible for the entire Waterfront Restoration and Enhancement Project which is currently expected to cost around \$826,000.

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self-supporting.

This is a multi-phase project that has been in the works for nearly a decade. The construction of a wonderful destination waterfront is a multi-year project, which the Port hopes to have complete by the end of 2019. The facilities will remain in place for use by the public for decades to come.

The revenue that we anticipate will result from this specific proposal is connected to the construction of the picnic pavilion and wedding platform on the new park across from the boat launch. By renting the park for events like birthday parties, reunions, and weddings, the Port can anticipates bringing in an additional \$1,000-\$2,000 in facility use fees over what is already being collected for rentals of other Port parks and facilities annually. These numbers are based on pavilion rental trends at the Port of Camas Washougal. This revenue will support the maintenance and grounds keeping associated with the new park. Additionally, we believe these new elements will encourage a significant increase in tourism, resulting in higher revenues for our local businesses. We also anticipate that the improved facilities will encourage return visits in the off season, creating higher revenue streams for these businesses that are sustained well beyond the summer.

7. Describe your plans for advertising and promoting your proposed activity or facility.

The Port will advertise and promote the revitalized waterfront on our website to get the word out. There are also several local newsletters that we would request cover the upgrades. We will ask other agencies and organizations like the Chamber, the City, SDA, SBA, and other community partners to make the information available on their websites and/or social media pages. We have already seen an increase in press coverage of the Port's efforts along the shoreline, to include a KGW interview that was broadcast locally and throughout the Portland metro area and featured City Planner Ben Shumaker. Once the entire project is completed, there will be larger scale marketing and branding efforts to advertise the waterfront as a must-visit destination, as well as wayfinding signage for visitors.

8. Explain how your activity or facility will result in increased tourism and overnight stays.

Visitors to Stevenson will find that the park space along the Waterfront is more inviting, has more space for comfortably enjoying the views and encourages more physical activity. Historically, our waterfront has not appealed to a variety of waterfront users, nor has it been particularly kidfriendly. This project will spread out the useable areas along the waterfront and will be more family friendly, reducing congestion in singular areas, and will no doubt lead to an increase in the number of sight seers, wind surfers, kite boarders, surf skiers, outrigger canoe paddlers, sea kayakers, and training groups who come to take advantage of the Stevenson waterfront. We know that turning the entire waterfront into a unique and dynamic destination will encourage locals and visitors alike to bring their friends and family. Below is our detailed explanation for each piece of this proposal:

Picnic Pavilion & Wedding Platform: Stevenson has a rich history as a wedding destination! We believe the covered picnic pavilion and wedding platform at the new park will fulfill a need for informal, low-cost, event space. Our waterfront parks are currently rented between 10-15 times a year for a variety of events that cater to out of town visitors (birthday parties, weddings, sporting events, etc.). By offering a physical space in a beautiful location at a low rate, where visitors can be shielded from the sun while they take in the views of the Gorge, we know this will become THE must-visit location for visitors and their event guests. Furthermore, the new picnic pavilion at the Washougal Waterfront park averages 23 rentals a year and nets their Port between \$2,500 and \$3,500 annually. (See Exhibit A for more details).

Electric Vehicle Charger: The Port receives at least one to three calls a week from out-of-town visitors who want to know if they can charge their vehicle at our station at the waterfront. Many of the visitors who have come through have expressed disappointment in the slowness of the existing charger and indicated that they do not want to have to charge at the Lodge where it is difficult to get to the downtown area where they can walk through shops, eat at restaurants, and walk the shoreline while they wait for their vehicle to charge. Since the beginning of Spring, we have averaged 3 cars a week parking for full and partial charges. We know that offering an updated charger would encourage more EV drivers to come to Stevenson and to make this a regular stop on their way through the Gorge. We can choose to offer charging for free to visitors or with a small fee to ensure the cost of maintaining the charger balances out. (See Exhibit B for more details)

Play Structures: When families are planning their trips, they are looking for places where they can do something together that is familiar in a unique and picturesque spot. Installing naturethemed play structures along the waterfront trail will encourage families to plan to come to Stevenson and stay and play all day. The current playground in Stevenson is removed from our main streets and does not bring visitors through the downtown area where they can see the businesses and restaurants. We believe this will encourage visitors to plan longer trips and repeat visits as they see that the drive out is worth the effort! (See Exhibit C for more details)

Park Amenities: While picnic tables and garbage cans are not the first thing you think of when attempting to woo visitors, we recognize that thoughtfully placed, comfortable, durable equipment used for sitting, picnicking, watching, and relaxing are an important part of the cohesive design that runs throughout this project. While most visitors probably would not put significant thought towards these features, the absence of these amenities would certainly leave a negative impression. It is therefore imperative that at a minimum, the waterfront offers an ample number of these items to allow visitors to focus on what is important (the location & who they're with) rather than what's lacking. (See Exhibit D for more details)

9. List the number of tourists expected to attend your activity or facility in each of these categories:

Following the buzz about the shoreline restoration work we did this winter, we have already seen an increase in visitors to the waterfront. The project has received coverage by news networks out of Portland and visitor's magazines. Though hard to quantify, we are seeing an increase in tourists already who love the Gorge, love Stevenson, and are looking forward to sticking around and enjoying it for longer. If they'll come out just to see the work, we are confident once the waterfront revitalization is complete, they'll visit often and for longer, and spread the word amongst their social networks. We expect a 10% increase over the next 2 years, with continued growth beyond that timeframe once the construction is complete.

- a. Staying overnight in paid accommodations: 36 in years 1 & 2
- b. Traveling 50 miles or more from their place of residence or business: 250 in years 1 & 2
- c. Traveling from another state or country: 20-36 in years 1 & 2

4

10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

We have convened a Waterfront Advisory Committee, with members from the Chamber of Commerce, the Stevenson Business Association, the City, local business owners, and stakeholders from the windsurfing & kiteboarding communities to weigh in on the design of the entire waterfront. We are working with Rock Cove Designs for help in creating a cohesive look and theme throughout the City and the County. We are hopeful that the involvement of the agencies and groups will create champions once it is completed who will help us promote the Waterfront as a place to visit. We know that the chamber specifically will be an important partner in getting the word out about our offerings for those planning day trips, vacations, and special events. We are also working with other Ports in the Gorge to determine best practices for offering a venue for events and how to market this new waterfront asset.

11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

Port facilities staff will be responsible for the installation and maintenance of these amenities. Our facilities team is in our parks everyday making sure that they are clean, free of hazards, and available for everyone to enjoy. They also provide any repairs that become necessary as a result of wear and tear from being exposed to the elements.

12. How will the Stevenson community benefit from your project?

The Port is dedicated to the development of the Stevenson waterfront. It is our goal to make the waterfront a destination landmark that calls to visitors from all over. Residents of Stevenson have identified a more accessible and user-friendly waterfront to be the top community priority. Members of our community will be able to be active at the waterfront and have places to relax, gather with others, and entertain out-of-town guests. Furthermore, the investment that goes towards the purchase and installation of these items will be used as leverage towards our ALEA grant that matches every dollar spent. With \$151,050 from TAC funding for these amenities, the Port will be able to leverage additional funds from ALEA to put towards the Waterfront project as a whole, benefitting the community and encouraging more visitors, and as a result, driving economic development in Stevenson.

13. Sign and date your proposal.

Somer Merde

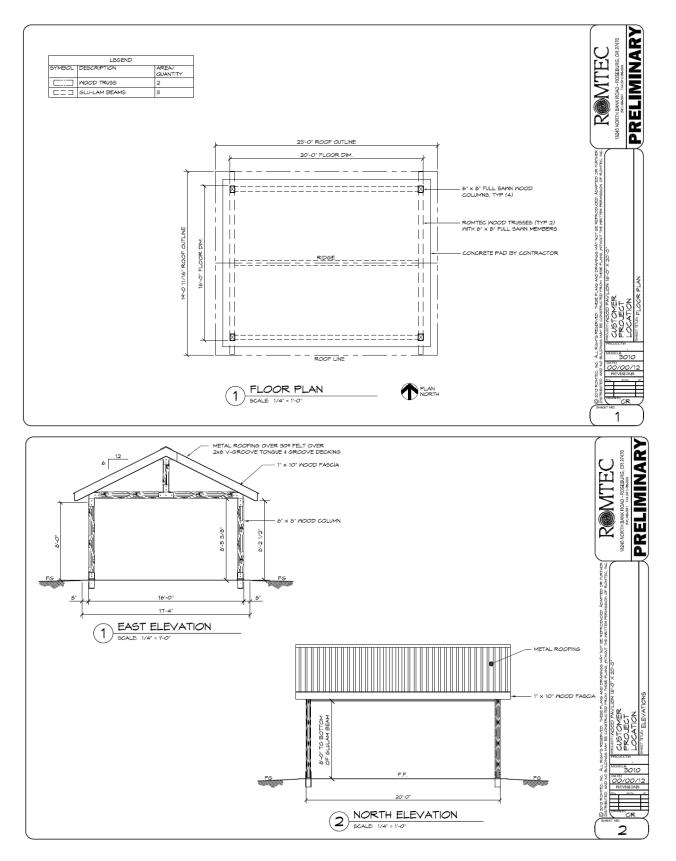
Somer Meade, Port of Skamania County

Date

You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.

If multiple activities are planned, please submit a separate application for each activity.

EXHIBIT A Picnic Pavilion (16' x 20')





The specifications and photo above are from the picnic pavilion that was constructed by the Port of Camas Washougal as part of their Waterfront Park development project. They utilized a pre-fabricated kit purchased from ROMTEC (out of Roseburg, OR) and installed by Tapani Construction. Our estimates for cost (\$40,000), installation (\$35,000), and revenue (\$1,500) are based on the information shared by the Port of Camas Washougal and by ROMTEC.



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EXHIBIT B Electronic Vehicle Charger



A REAL PRODUCT, FOR THE REAL WORLD. The CS Series from ClipperCreek is designed to take the wear and tear of everyday use in all environments. Its tough NEMA 4 outdoor rated enclosure ensures you can install this unit anywhere with confidence. Enabled with Liberty PlugIns[™], this station provides synchronous access code management. This unique system can be used as simple access control or as a billing system for usage cost recovery, with no network connection required.

- · MANY POWER LEVELS 16 Amp to 48 Amp charging
- · CONVENIENT 25 feet of charging cable for installation and operation flexibility
- · DURABLE Rugged, fully sealed NEMA 4 enclosure for installation flexibility and superior vehicle reach
- ACCESS CONTROL Perfect for fleet and hospitality applications, access codes are assigned to individual users, or as needed, which can be updated based on a predetermined interval (monthly, quarterly or annually).
- PAY BY PHONE POINT OF SALE SOLUTION Allows drivers to register an account online, bill their credit
 card for use of the charging station and access their codes via text message, online, or mobile application.
 This gives the EV driver the flexibility of using the station anytime.



04052017

EXHIBIT C Stand Alone Play Structures













EXHIBIT D Park Amenities



6 Metal Picnic Tables

- Thermoplastic coating withstands heat, cold and all weather elements.
- High gloss, smooth surface allows for easy spray paint and graffiti removal.
- 9 gauge expanded metal with 2" black steel frame.
- Rounded corners for added safety.



PROPOSED PROJECT EXPENSES

	Unit Cost	Quantity	Estimated Shipping	Installation & Labor Cost	Total
16 x 20 Picnic Pavilion with electricity	\$40,000	1	\$3,000	\$35,000	\$78,000 + elect. costs
Wedding Platform (larger than 10x10) with electricity	\$3,000	1	\$0	\$2,500	\$5,500 + elect. costs and larger size
Electric Vehicle Charger at Teo Park	\$4,300	1	\$300	\$1,000	\$5,600
Stand-alone play structures	\$6,000	6	\$2,000	\$10,000	\$48,000
Garbage Cans	\$550	6	\$250	\$3,000	\$6,550
Picnic Tables	\$700	6	\$700	\$6,000 TOTAL NTE	\$7,400 \$155,000

CITY OF STEVENSON, WASHINGTON RESOLUTION NO. 2018 – 313

A RESOLUTION AUTHORIZING A LOCAL AGENCY AGREEMENT FOR THE RUSSELL AVENUE REBUILD PROJECT

WHEREAS, The City of Stevenson is eligible to receive Federal Funding for the Russell Avenue Rebuild Project through the Surface Transportation Program (STP);

WHEREAS, These Federal funds would be administered through the Washington State Department of Transportation (WSDOT);

WHEREAS, WSDOT requires the local agency to enter into a Local Agency Agreement with WSDOT as a prerequisite to receiving these Federal funds and to document the local agency's compliance with certain Federal rules and regulations;

NOW, THEREFORE, the City Council of the City of Stevenson hereby resolves that the Mayor is authorized to enter into a Local Agency Agreement with the Washington State Department of Transportation attached hereto as Attachment 1 including all listed provisions,

AND, FURTHER RESOLVES that the Mayor is authorized to implement such contract.

PASSED by the Council of the City of Stevenson this 21st day of June, 2018.

Scott Anderson, Mayor of the City of

Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Johnson Clerk of the City of Stevenson Kenneth B Woodrich. PC City Attorney



Agency City of Stevenson

PO Box 371

7121 E Loop Road

Stevenson, WA 98648

Address

Local Agency Agreement

CFDA No. 20.205 (Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

Length .09 miles

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Russell Avenue Rebuild Termini Second Street to Railroad Avenue Description of Work

New street lights, sidewalk, stormwater improvements, reconstruct road base, and new surfacing

Project Agreement End Date 12/31/2020 **Claiming Indirect Cost Rate** Yes 🖌 No Proposed Advertisement Date Estimate of Funding (1) (3)(2) Type of Work Estimated Total Estimated Agency Estimated Federal Project Funds Funds Funds PE % a. Agency \$4,688.00 \$4,688.00 b. Other Design Consultant \$ 142,197.00 \$ 19,197.00 \$ 123,000.00 Federal Aid c. Other Participation \$ 1,000.00 \$ 1,000.00 d. State Ratio for PE \$ 147,885.00 \$24,885.00 \$ 123,000.00 e. Total PE Cost Estimate (a+b+c+d) Right of Way f. Agency % q. Other Federal Aid <u>h. Other</u> Participation Ratio for RW i. State \$ 0.00 \$ 0.00 \$ 0.00 j. Total R/W Cost Estimate (f+q+h+i) Construction k. Contract % I. Other m. Other Federal Aid <u>n. Ot</u>her Participation o. Agency Ratio for CN p. State \$ 0.00 \$ 0.00 \$ 0.00 g. Total CN Cost Estimate (k+I+m+n+o+p) \$ 147,885.00 \$ 24,885.00 \$ 123,000.00 r. Total Project Cost Estimate (e+j+q)

Agency Official

- Bу
- Title

Washington State Department of Transportation

By

Director, Local Programs Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

✓ Method A - Advance Payment - Agency Share of total construction cost (based on contract award) Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ at \$ per month for

months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

, Resolution/Ordinance No.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

- 1. Preliminary engineering.
- 2. Right of way acquisition.
- 3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

Revised 05/2015

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

DOT Form 140-039

Revised 05/2015

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOTassisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
 (c) Refer the case to the Department of Justice for appropriate legal proceedings.

DOT Form 140-039 Revised 05/2015

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

	April 26, 2018			STIP	Amend. No.	18-05				Total	142,197	840,462	982,659
				Total Est.	Cost of Project	982,659				Local Funds	19,197	113,462	132,659
					End Termini	Railroad Avenue				State Funds	0	0	0
2018 to 2021	Project Funds to Nearest Dollary				Begin Termini	Second Street				State Fund Code			
2018	y Outside				RW Required	No		and new surfacing.		Federal Funds	123,000	727,000	850,000
ģ					Length Environmental Type	DCE		oad base and nev			R)	R)	lls
	N Inside			Total Project		060.0		econstruct ro		Federal Fund Code	STP(R)	STP(R)	Project Totals
	2				Imp Type	04		vements, re					
			Ē		STIP ID	WA-11062		New street lights, sidewalk, stormwater improvements, reconstruct road base		Start Date	2018	2020	
	: RTC	County: Skamania	Agency: Stevenson		PIN		ebuild	sidewalk, stor	Funding	Phase	PE	CN	
	MPO/RTPO: RTC	County	Agency		Func Project Cls Number		Russell Avenue Rebuild	treet lights,					
	Σ				Func Cls	07	Russe.	New s					

Washington State S. T. I. P.

Expenditure Schedule Phase

0	0	0	Local Funds	132,659
0	840,462	840,462	State Funds	0
0	0	0	S	00
142,197	0	142,197	Federal Funds	Stevenson 850,000
PE	CN	Totals		Agency Totals for Stevenson

Total 982,659

0 00

5th & 6th

4th

3rd

2nd

1st 142,197 0 Page 2

- 250 -



Local Agency Federal Aid Project Prospectus

		Pret	fix		Route		()		Da		ate		
Federal Aid Project Nur									DUN	IS Num	ber		
Local Agen Project Nur						(WSDOT Use Only)		l Emplo ID Num		1-6001512	
Agency City of S	Steven	son		CA Agency	1.	Federa	Program T	itle Othe	ər				
Project Title							titude N 45			Start I	onaitude	e W 121 53 01	
Russell	Avenu	e Reb	uild				itude N45			1		W 121 52 58	
Project Terr	mini Fron	n-To					t City Name			1		Project Zip C	
Second	Street		Railroad	Avenue		Steve	enson					98648-91	98
Begin Mile	Post E	nd Mile	Post	Length of Project. .09	:t				d Type .ocal 🗌 Lo	cal Ford	ces 🗌	State 🗌 Railroa	nd
Route ID	В	legin Mi	le Point	End Mile Point		City Nu 1250		Cour 30	ty Number	1	y Name mania		
WSDOT Re	egion		Legislative Distric	t(s)	I		Congress	ional [District(s)			Urban Area N	umber
Southwest Region 15			15				3		-2410				
			otal	Local A	-		Fe	eder	al Fund	s		Phase Star	t
Phase			ted Cost Indred Dollar)		Funding (Nearest Hundred Dollar)						Month	Date	Year
P.E.	\$142,			\$19,197		Jonary	\$123,000			July	20		
R/W	0												
Const.	\$840,4	462		\$113,462		\$727,	000			June	20)19	
Total	\$982,	659		\$132,659		\$850,000							
Descrip	otion	of Ex	isting Facili	ty (Existing I	Desig	n and	Present	Cond	dition)		•		
Roadway V	Vidth						umber of La						
44'						2	drive la	nes, 2	2 parking	lanes			
			urfacing has i is cracked, wi						udinal, tr	ansve	rse, ar	nd alligator	
Descrip	otion	of Pro	oposed Wor	rk									
			ork (Attach additio		cessary	y)							
New str	eet ligl	hts, sid	dewalk, storm	water improv	veme	nts, re	econstruc	t roa	d base an	d new	v surfa	icing.	
Local Agen	icy Conta	act Pers	on		Title						Phone	Э	
Eric Har	nsen				Pub	lic W	orks Dire	ector			509	-427-5970	
Mailing Address PO Box 371					City Ste	venson				State WA	Zip Code 98648		
			Ву										
Project F	Prospe	ctus		· · · ·			Approving	g Auth	ority				
			Title									Date	6
DOT Form 1	40-101		_1									······	- 251

Agency City of Stevenson		Project Title Russell Avenue Re	build		Da	te			
Type of Proposed Work									
Project Type (Check all that Apply)		Roadway Width				of Lanes			
New Construction Path / Tra	il	□3-R	44'		2 drive	e, 2 parkin	ıg		
Reconstruction									
Railroad Parking		Other							
Geometric Design Data	· · · · · · · · · · · · · · · · · · ·								
Description		Through Route			Crossroa	ad			
		Principal A	rterial		🖌 Prir	ncipal Arte	rial		
Fadaral		Minor Arte		—	 Min	or Arterial			
Federal	Urba	an — Collector		Urban		lector			
Functional	🖌 Rura	Maior Colle	ector	✓ Rural	 Ma	jor Collect	or		
Classification	∐ NHS	Minor Colle		NHS	Min	Ior Collect	or		
						al Access			
Terrain	Fla	at 🖌 Roll 🗌 Moun	ntain	🖌 Flat	Roll	Mountai	in		
Posted Speed	25 MPH	[25 MPH					
Design Speed	25 MPH	[35 MPH					
Existing ADT	1774			2014					
Design Year ADT									
Design Year									
Design Hourly Volume (DHV)									
Performance of Work									
Preliminary Engineering Will Be Performed By					Others 100	Agency	~ ~ ~		
Consulting Engineer					Contract	<u>%</u>	%		
Construction Will Be Performed By Contract					100	Agency	0/		
					100	%	%		
Environmental Classification				· –		-\			
Class I - Environmental Impact Sta			-	orically Exc					
Project Involves NEPA/SEPA S	Section 40		ects Rec cumente	quiring Docu ed CE)	umentatio	n			
Class III - Environmental Assessm	ent (EA)								
Project Involves NEPA/SEPA Section 404 Interagency Agreements									
Environmental Considerations									
DOT Form 140 101									

Agency		oject Title Date					
City of Stevenson	Ruse	sell Avenue Re					
Right of Way	[
✓ No Right of Way Needed	Right of	Way Needed	1				
* All construction required by the contract can be accomplished	🗌 No	Relocation	Relocation Required				
within the exiting right of way.							
Utilities		Railroad					
No utility work required			d work required				
All utility work will be completed prio of the construction contract	r to the start	All railroad	d work will be completed p uction contract	prior to the start of			
All utility work will be completed in construction contract	oordination	All the rail with the c	road work will be complet onstruction contract	ed in coordination			
Description of Utility Relocation or Adjustments and E	Existing Major Str	uctures Involved in	the Project				
Overhead utilities, which consist of pow Replacement of city waterline will take				ect.			
FAA Involvement							
Is any airport located within 3.2 kilomete	ers (2 miles)	of the propose	ed project? 🗌 Yes 🖌 No)			
Remarks							
This project has been reviewed by the le designee, and is not inconsistent with th							
-		-	commanity advor				
Agenc	y City of Ste	v CHSOII					
Date By		Ма	yor/Chairperson				

SMALL PUBLIC WORKS AGREEMENT

Contract #:		WO#:	
	-		J
Contractor:	Kitchen Electric	Department:	Public Works
Name:	Paul and Sam Kotchen	Date:	June 21, 2018
Address:	1316 F St.	Department	Eric Hansen
	Washound, WA 98671	Contact:	
Contact:	Paul Kutchen	Phone:	(509) 427-5970
Phone:	360 . 835 . 2181	Fax:	(509) 427-8202
Fax:		Email:	eric@ci.stevenson.wa.us
Email:	litchenelectric Raol. com		

Insurance and Indemnification: The Contractor shall defend, indemnify and hold the City and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City shall be named as additional insured on said insurance coverage at least as broad as ISO CG 20 10 10 01 in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Warranties: If within one year after the completion date of the Work, defective and unauthorized Work is discovered, the Contractor shall promptly, upon written order by the City, return and in accordance with the City's instructions, either correct such work, or if such Work has been rejected by the City, remove it from the site and replace it with non-defective and authorized Work, all without cost to the City.

Nondiscrimination: The Contractor shall comply with all applicable federal and state laws, and city ordinances, for equal employment opportunity and nondiscrimination laws.

Gifts: The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials.

Business License: The Contractor is required to submit proof of a City business license (\$10) within ten (10) days of contract award. Failure to provide proof of a business license may delay payment of invoices.

Prevailing Wages: This contract is subject to prevailing wages according to RCW 39.12.020. Contractor shall file an Intent to Pay Prevailing Wage form and Affidavit of Wages Paid form with L&I and pay for all fees associated with filing the forms. Contractor shall submit the Intent and Affidavit forms, approved by L&I, to the City with payment request. No payment will be issued to the Contractor until the City receives both approved forms. If any work is subcontracted on this project, an approved Intent and Affidavit form must be submitted for each sub-contractor. If progress payments are made on this project, an approved Intent form must be received prior to issuing the first payment. An approved Affidavit form must be received prior to issuing final payment.

Bonds/Retainage: No Bid Bond is required. Contract Bond is required. For projects with an estimated total cost of less than \$150,000, the contractor may elect to a 10% retainage in lieu of a Contract Bond. Retainage is required.

Industrial Insurance Status: Contractor is responsible for maintaining a current status of their industrial insurance premiums with the Department of Labor and Industries (L&I). Prior to issuing final payment, the City will verify with L&I the status of the contractor's premiums. Under RCW 60.28 the City can withhold and pay the contractor's delinquent

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Completion Date:	Total Contract Fixed Price (Including Tax): \$ 109,077
*	according to proposal attached as Exhibit A.
	OR
	Not to Exceed Total (Including Tax applying schedule of rates and charges attached as Exhibit A: \$
Description of Work: According to proposal attached as	s Exhibit A.
The contractor should send invoices to the following ado otherwise agreed, payment is net 30 days less retainage.	dress: 7121 E. Loop Rd., PO Box 371 Stevenson WA 98648. Unless
Note:	
The contractor shall not start work until the City orally cost if a Notice to Proceed is not issued within 60 days. of insurance is received.	provides a Notice to Proceed. This agreement shall terminate without The City will not issue a Notice to Proceed before approved evidence
Contractor:	City Approval:
(Signature) Print Name Sara Kotcher	
(Signature) (Date)	(Signature) (Date)
Print Name Dara Ketcher	Print Name
Approved as to form:	
City Attorney (Date)	
(Duto)	
Distribution Account Codes: Program	Object

Exhibit A

June 19, 2018

RE: City of Stevenson Street Lighting Upgrade Scope

Kitchen Electric will provide and install the following LED replacement fixtures or retrofit kits throughout the town of Stevenson:

*71- 28 watt cobra head fixtures with mounting arms

*38- 50 watt cobra head fixtures (assumed to fit existing arms)

*53- 139 watt cobra head fixtures (assumed to fit existing arms)

*81- 50 watt retrofit LED kits for the decorative fixtures

*All fixtures will receive upgraded LED compatible photocells.

*Existing fixtures will be removed and returned to the City. Disposal is up to the City.

*Permitting with the Department of Labor and Industries is included in this scope.

The fixtures and retrofit kits have a 6-8 week lead time. Work will commence upon delivery of the fixtures. This project will require approximately 30-45 days to complete depending on site conditions and weather.

Sincerely,

Paul Kitchen Kitchen Electric 360-835-2181



LOGGING CONTRACT

BETWEEN;

LANDOWNER:

City of Stevenson C/O Leana Johnson, City Administrator PO Box 371 Stevenson, WA 98648

represented by HFI Consultants, PO Box 1929, Battle Ground, WA 98604 hereafter called HFI

AND:

LOGGER:

Levanen Inc. PO Box 1656 Battle Ground, WA 98604

DATE: June 15, 2018

GENERAL DESCRIPTION OF THE CONTRACT

This contract is to provide for the clear cut harvest of merchantable conifer and hardwood timber on LANDOWNERs property within the timber harvest area as shown on the forest practices map and the aerial photo and designated on the ground by HFI. Harvest is defined as cut, yard, load and deliver merchantable timber to log buyers as determined by HFI and including piling the logging slash on the landings in burnable piles as directed by HFI. A trip ticket provided by HFI and will be attached to the load with 1 copy delivered to the log buyers.

CONTRACT AREA;

LANDOWNER's property located West of Stevenson Washington off Red Bluff Road. This property is also known as Skamania County parcel number 03070000480000 and shown on the map attached as Exhibit B.

PAYMENT

Attached as Exhibit A. The prices stated on the attached exhibit A includes all costs of move in and out, cutting, yarding, processing, sorting to HFI specifications, loading and trucking to specified destinations, and piling or scattering the slash as directed by HFI.

For all logging and hauling work, all payments will be made to the LOGGER within 30 days of receipt of payment for the logs from the log buyer to the City of Stevenson. The LANDOWNER is not obligated to pay more to the LOGGER for the logging and hauling that is received from the log buyer payment for those logs.

HFI may request that the LOGGER deliver logs to log purchaser destinations that are different than those listed in Exhibit A. If HFI requests that the LOGGER delivers logs to a destination that is a farther distance than those listed in Exhibit A, then the LOGGER will be paid by the LANDOWNER for any extra hauling expenses that may be incurred by the LOGGER to deliver logs to the farther destination. The extra hauling expense shall be for just that distance to a destination that is beyond the nearest destination to it, as listed under Exhibit A. Such extra hauling expense will be based on a rate of \$90 per hour all types of log trucks traveling the fastest route at the posted speed limit for the entire distance to and from the different destinations beyond the nearest listed destination in Exhibit A. Such extra hauling expense rates will be calculated by HFI.

LOG PURCHASE AGREEMENTS AND PAYMENTS

HFI will obtain all purchase orders from Log Buyers on behalf of the City of Stevenson. All logs removed from the site must be sent under HFI's purchase orders. One hundred percent of the log funds will be sent by the log purchasers directly to City of Stevenson. The City of Stevenson will distribute payment to the LOGGER per this agreement upon approval by HFI. The City of Stevenson will withhold 10% of each payment as a performance guarantee. Final payment of the performance guarantee will be made to the LOGGER following inspection by HFI and satisfactory completion of the contract.

HARVEST TAX

The Washington State harvest tax will be paid by the Log Purchasers.

TIMBER HARVEST

The timber harvest area is marked with pink flagging and existing survey markers and blazes. All merchantable trees within the harvest boundary will be cut except those trees marked with Orange Flagging. All trees so marked shall be preserved without damage to the extent possible. The harvested trees shall be cut to the specifications provided by HFI and delivered to the destinations specified by HFI.

ROAD CONSTRUCTION

No additional road construction is planned. Any additional construction of short spurs may be permitted at the sole expense of the LOGGER and at the direction of HFI.

ROAD MAINTENANCE

While hauling logs, the LOGGER will maintain the LANDOWNERS roads at his expense in a condition that will meet or exceed DNR Forest Practices Standards for road maintenance during log hauling. In any case, no delivery of mud or sediment to flowing surface waters may occur during the period the LOGGER

is working on the site. The LOGGER will be diligent and careful in avoiding damage to the roads by not hauling during periods of inclement weather conditions such as extremely wet weather or following a freeze/ thaw cycle. In the opinion of HFI, during the course of hauling, if additional road rock is needed to maintain or repair the road due to inadequate existing road base, then the LANDOWNER will supply the rock at his expense and the LOGGER will spread the rock at his expense. If in the opinion of HFI, additional road rock is needed to maintain or repair the road caused by the carelessness of the LOGGER in hauling during inclement weather conditions, then the LOGGER will supply and spread the rock at his expense and under the direction and supervision of HFI.

SITE PREPARATION

All logging debris within the harvest unit will be piled, windrowed, or scattered to facilitate planting of 400 trees per acre, and all landing slash will be piled in burnable piles at the expense of the LOGGER and at the direction of HFI.

COMPLIANCE WITH ALL LAWS

The LOGGER will comply with statues, regulations and laws which apply to this contract, including, but not limited to, applicable Forest Practice, Fire Regulations, and export restricted wood sales.

FOREST PRACTICE APPLICATION

The Forest Practice Application number is **2935035** and is attached as Exhibit C.

REPAIR DAMAGES

The LOGGER agrees to repair any damage caused by his operation to ditches, culverts, fences, or any other improvements or structures that are damaged beyond ordinary wear and tear by the LOGGER. Underground improvements will be marked by the LANDOWNER to prevent accidental damage.

LIABILITY INSURANCE

The LOGGER shall obtain and keep in force, while conducting operations under this contract, liability insurance of not less than \$2,000,000.00. A certificate of insurance naming the City of Stevenson as additionally insured shall be sent to the LANDOWNER at the request of HFI.

HOLD HARMLESS

The LOGGER agrees to indemnify and hold harmless the LANDOWNER from any and all damages, claims or demands upon the part of third parties on account of any action by the LOGGER, his subcontractors, or employees, under this contract.

OWNERSHIP OF LAND AND TIMBER

By signing this agreement, the LANDOWNER confirms that the LANDOWNER owns the timber described above and has the right to harvest the timber. The property line locations and markings are the responsibility of the LANDOWNER and will be marked by the LANDOWNER prior to harvesting.

FIRE

The LOGGER agrees to conduct all operation, including maintenance and operation of equipment, in a manner to minimize the risk of fire. The LOGGER shall abide by all fire regulations as established by the Washington State DNR.

OTHER

Care will be taken to avoid tracking mud out onto the county road with log trucks, equipment or pickups. If mud is tracked on the road, the LOGGER will clean up the mud as soon as possible at no expense to the LANDOWNER. LOGGER will be responsible for notifying the PUD regarding overhead powerlines and working with PUD to assure no unscheduled outages occur. The LOGGER will be diligent and careful in avoiding fuel or oil spills, will promptly clean up such spills per Dept. of Ecology specifications and report all such spills to the LANDOWNER

<u>TERM</u>

The termination date of this contract shall be to October 31, 2018 unless mutually agreed upon by all parties.

SIGNATURES

LANDOWNER

City of Stevenson

_Date_____

LOGGER

Levanen Inc.

Date____

EXHIBIT A



Rural Lands, Farms and Forests City of Stevenson

Approximately 620 MBF on 15 acres, to be logged summer of 2018 unless markets become unfavorable. All work to be completed prior to September 30th.

This is an export restricted sale. All logs will be branded and marked with red paint.

Bid price must include:

All costs of move-in and out, cutting, yarding, processing, sorting to HFI specs, loading and trucking, construction and abandonment of temporary roads. Logging debris will be piled or windrowed suitable for planting.

Bid price per MBF \$ 134.00	5"+ sawlogs delivered to WKO, Carson
Bid price per MBF \$ 195.00	5"+ sawlogs delivered to Longview WA destinations
Bid price per MBF \$ 202.00	5"+ sawlogs delivered to Molalla OR destinations
Bid price per MBF \$ 188.00	5"+ sawlog delivered to Kalama WA
Bid price per MBF # 157.82	12"+ sawlogs delivered to Columbia Vista
Bid price per MBF # 229.00	Hardwood Sawlogs delivered to Chehalis
Bid price per ton 23.86	pulp logs delivered to High Cascade, Carson

If destinations vary from those listed above, rates will be renegotiated to account for a longer or shorter haul.

Any rock needed on the temporary roads is the sole responsibility of the logger. If rock is required for maintenance of the existing roads the landowner will provide the rock and the logger will spread.

HFI will market the wood, collect the funds and distribute the proceeds per the contract prices within 1 week of the proceeds per the funds from the mill.

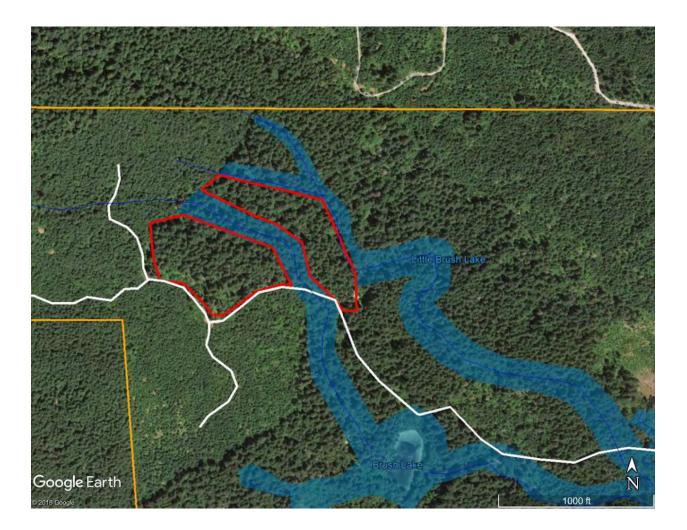
Company Levanen Inc Date 6/07/2018 Signed

All Bids are due at HFI's office by June 7, 2018 at 5pm. Bids may be faxed to 360-723-5522 or emailed to travis@hficonsultants.com or sent to HFI Consultants, PO Box 1929 Battle Ground, WA 98604. HFI reserves the right to reject any or all bids.

Please call Travis at 360-798-4633 with any questions.

HFI Consultants 10 South Parkway Avenue Battle Ground, WA 98604 www.halmeforestry.com

EXHIBIT B





For DNR Region Office Use Only					
FPA/N #:					
Region:					
Received Date:					

Forest Practices Application/Notification Western Washington

PLEASE USE THE INSTRUCTIONS TO COMPLETE THIS APPLICATION. TYPE OR PRINT IN INK.

1. Landowner, Timber Owner and Operator

Legal Name of LANDOWNER City of Stevenson, Leana Johnson	Legal Name of TIMBER OWNER (if different than Landowner)	Legal Name of OPERATOR (if different than Landowner)
Mailing Address:	Mailing Address:	Mailing Address:
PO Box 371		
City, State, Zip	City, State, Zip	City, State, Zip
Stevenson, WA 98648		
Phone (509) 427-5970	Phone ()	Phone ()
Email:	Email:	Email:

2. Contact Person

Contact Person:	Phone (360)723-5523
Travis Anderberg (HFI Consultants)	Email:	travis@hficonsultants.com

3. Landownership information: See instructions

a. No XYes Are you a small forest landowner per RCW 76.09.450?

If yes, continue to b.

b. No XYes Is your entire proposed harvest area on a single contiguous ownership consisting of one or more parcel?

4. If you are harvesting timber, enter the Forest Tax Reporting Account Number of the Timber Owner: 88-888-8888

For tax reporting information or to receive a tax number, call the Department of Revenue at 1-800-548-8829.

5. Are you substituting prescriptions from an approved state or federal conservation agreement or watershed analysis?

No Yes Write 'HCP' or 'Using Prescriptions' in tables that apply. Attach or reference prescriptions and/or crosswalks on file at the Region office.

6. What is the legal description of your forest practices?

Section	Township	Range	E/W	Tax Parcel Number	County
34	3	7	E	03070000480000	Skamania

7. When are you planning to begin work on the proposed activity? Summer 2018

8.	Is the	taxpayer	eligible	for the	EARR	Tax Credit?
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- 9. Have you reviewed this forest practices activity area to determine whether it may involve historic sites and/or Native American cultural resources? Read the instructions before answering this question.
 ☑ No □ Yes
- 10. Do you have a DNR approved Road Maintenance and Abandonment Plan (RMAP)?
 - a. No X Yes List the RMAP number: R2900728

If no, continue to b.

- **b.** No Yes Is a Checklist RMAP required (see instructions)?
- 11. Are there potentially unstable slopes or landforms in the area of your forest practices activity?

No X Yes – attach Slope Stability Informational Form. If applicable, attach geotechnical report, the SEPA Environmental Checklist, HCP, or Watershed Analysis prescriptions.

12. Are there potentially unstable slopes or landforms around the area of your forest practices activity?

No Yes – attach Slope Stability Informational Form. If applicable, attach geotechnical report, HCP, or Watershed Analysis prescriptions.

13. Is this forest practice application/notification (answer every question):

- **a.** X No Yes Within city limits or inside an urban growth area? If yes, see instructions for additional required documents.
- **b.** X No Yes For road work that is included in an approved Road Maintenance and Abandonment Plan (RMAP)?
- **c.** X No Yes Within a public park? If yes, include SEPA Environmental Checklist or SEPA Determination except for harvest/salvage of less than 5,000 board feet within a developed public park.
- d. X No Yes Within 500 feet of a public park? Park name: _
- e. X No Yes In an approved Conversion Option Harvest Plan (COHP) from the local government? If yes, include a copy. This only applies to proposals within urban growth areas.
- f. X No Yes Within 200' of the Ordinary High Water Mark (OHWM) or floodway of Type S water?
 If yes, check with the county or city to determine whether a substantial development permit is required under the local shorelines master plan.
- **g.** X No Yes A request for a multi-year permit? If yes, length requested: 4 years or 5 years. Not everyone qualifies for a multi-year permit. See instructions for details.

- h. No X Yes An Alternate Plan? If yes, include a copy.
- i. X No Yes Within 50 miles of saltwater and do you own more than 500 acres of forest land in Washington State? If yes, include Marbled Murrelet Form or attach/reference HCP prescriptions.
- **j.** X No Yes In or directly adjacent to a potential Channel Migration Zone (CMZ)? If yes, include CMZ Assessment Form. Attach/reference applicable HCP and/or Watershed Analysis prescriptions.

* * * * * If not working in or over typed waters, skip to Question 18 * * * * *

You are required to verify Type Np and Ns water types within 200 feet of your proposed forest practices activities prior to submitting a Forest Practices Application / Notification. Use the Additional Information section, additional pages, the Water Type Classification Worksheet, and/or a Water Type Modification form to explain how you verified water types. See Water Typing Requirements in the instructions.

Prior to answering Questions 14-17 in this section please refer to the Forest Practices Application Instructions and Forest Practices Board Manual Section 5.

14. Are you proposing any of the following projects NOT permitted by current HPAs from WDFW?

- **a.** X No Yes Installing, replacing, or repairing a culvert at or below the bankfull width of Type S or F water(s) that exceeds a five percent gradient?
- **b.** X No Yes Constructing, replacing, or repairing a bridge at or below the bankfull width of unconfined streams in Type S or F water(s)?
- **c.** X No Yes Placing fill material within the 100-year flood level of unconfined streams in Type S or F water(s)?
- 15. Have you consulted with DNR and/or WDFW about the proposed hydraulic project(s) in or over Type S or F water?
 No Yes
- **16.** If installing, replacing, removing, or maintaining structures in or over any typed water, complete the table below. Type S and F waters require detailed plan information. Provide plan details in Question 31 or attach plan to the FPA/N. Provide crossing locations and identifiers on your Activity Map. A detailed plan with profiles may also be required for more complex hydraulic projects in Type N Waters per WAC 222-24-042(2).

Crossing Identifier (letter and/or number)	Water Type (S, F, Np, Ns)	*Existing HPA Number (if applicable)	HPA Expiration Date (if applicable)	Planned Activity (install, replace, remove, temporary, structure maintenance)	Structure (culvert, bridge, ford**, puncheon, arch, other)	Proposed Size (dimensions of structure)	Culvert Design Method (No-slope, Stream-sim, Hydraulic, Other) (F and S only)	Channel Bed Width (ft) (F and S only)	Stream Gradient (%) (F and S only)	RMAP Project (Y or N)	FFFP Project

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

** Fords and equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain endangered or threatened fish species. For more information, see 'Background for the State's Incidental Take Permits for certain endangered and threatened fish species' following Question 24 of the FPA/N Instructions.

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17. If conducting any of the following activities in or over typed water, complete the table below. Some activities will require identifiers on the Activity map and/or more information in Question 31. See instructions.

*Activity	Type S Water	Type F Water	Type Np Water	Type Ns Water
Equipment Crossing**				
Suspending Cables				
Cable Yarding				
LWD Placement/Removal				
Beaver Dam Removal				
Felling and Bucking				
Other (describe in Question 31)				

*Existing HPAs issued by WDFW will be complied and enforced by WDFW until expiration. Plan details are not required for hydraulic projects permitted with an existing HPA (see instructions).

** Fords and equipment crossings on Type S and F Waters may result in an unauthorized incidental take of certain endangered or threatened fish species. For more information, see 'Background for the State's Incidental Take Permits for certain endangered and threatened fish species' following Question 24 of the FPA/N Instructions.

18. If constructing or abandoning forest roads, complete the table below. Show the road locations and identifiers on the Activity Map. Include abandonment plans for temporary roads and abandonment projects.

	Road Co	nstruction	Road Abandonment		
Road Identifier (name, number)	Road Identifier (name, number) Length (feet) Side-		Length (feet)	Abandonment Date	

19. If depositing spoils and/or expanding or developing a rock pit for forestry use, complete the table below. Show locations and identifiers on the Activity Map.

Spoil Area Identifier (letter, number)	Amount of Spoils Deposited (cubic yards)	Rock Pit Identifier (name, number or letter)	Acres of New Rock Pit Developed	Acres of Existing Rock Pit Expanded

20. If operating in or within 200 feet of a wetland, complete the table below. Show the boundaries of each wetland, along with its identifier, and WMZ on the Activity Map. See instructions for information.

Wetland Identifier (number, Ietter)	Wetland Type (A, B, or Forested)	Planned Activities in Wetland	Planned Activities in Maximum Width WMZ	Total Wetland Area (acres)	How many acres will be drained?	How many acres will be filled?

**** If not harvesting or salvaging timber, skip to Question 29 ****

21. If harvesting or salvaging timber, complete the table below. Show all harvest areas and unit numbers on the Activity Map. For even-aged harvest units, also show surrounding stand information on the Activity Map.

Unit Number	Harvest Type (Even-aged, Uneven-aged, Salvage, Right-of-Way)	Biomass Harvest (Y/ N)	Harvest Method (Rubber Tired Skidder, Tracked Skidder, Dozer, Shovel, Full Suspension Cable, Lead-end Suspension Cable, Helicopter, Animal, Chipper-forwarder, Slash Bundler)	Acres to be Harvested	Volume to be Harvested (mbf)	Volume to be Harvested (biomass tonnage)	Volume to be Harvested (%)	Steepest Slope in Harvest Unit (%)
2	Even-aged	N	Shovel	15	650		100	25

22. Reforestation. Check the appropriate box(es).

⊠ Planting. Tree Species: DF

Natural. Include a Natural Regeneration Plan

□ Not required because of one or more of the following:

□ I am converting some or all of this land to non-forest land in the next 3 years or lands are exempted under WAC 222-34-050.

Individual dead, dying, down, or wind-thrown trees will be salvaged.

Trees are removed under a thinning program reasonably expected to maximize the long-term productivity of commercial timber.

I am leaving at least 100 vigorous, undamaged, and well-distributed saplings or merchantable trees per acre.

An average of 190 tree seedlings per acre are established on the harvest area and my harvest will not damage it.

Road right-of-way or rock pit development harvest only.

**** If you own MORE than 80 forested acres in Washington, skip to Question 27 ****

23. Are you using the exempt 20-acre parcel riparian management zone (RMZ) rule on type S, F, or Np waters?

□ No If no, continue to Question 27.

Yes If yes, continue to Question 24. See instructions for qualifications and information.

24. Choose the answer below that best fits your situation. Show all RMZs on the Activity Map.

- **a.** ALL of the following apply to me and my land: (If no, answer b.)
 - Between June 5, 2006 and today's date I have always owned less than 80 acres of forestland in Washington.
 - Between June 5, 2006 and today's date this parcel has always been 20 acres or less of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has always been owned by me or someone else that has owned less than 80 acres of forestland in Washington.

- **b.** ONE OR MORE of the following apply to me and/or my land (check all that apply):
 - I currently own more than 80 acres of forestland in Washington.
 - Between June 5, 2006 and today's date I have owned more than 80 acres of forestland in Washington.
 - Between June 5, 2006 and today's date this parcel has been a part of more than 20 acres of contiguous ownership. See RCW 76.09.020 for definition of 'contiguous'.
 - Between June 5, 2006 and today's date this parcel has been owned by someone that has owned more than 80 forested acres in Washington.

If any of the statements in (b) above apply AND you use the 20-acre exempt RMZ rule, you are NOT authorized under the State's Incidental Take Permits (see explanation in FPA instructions under Questions 24).

25. If harvesting within 115 feet of a Type S or F water on an exempt 20-acre parcel, complete the table below. Show RMZs and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe how stream shade was determined to be met, using the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S, F)	Segment Length (feet)	Bankfull Width (feet)	Maximum RMZ Width (feet)	Are you harvesting within the maximum RMZ? (Y or N)

26. Are you harvesting within 29 feet of a Type Np water on a 20-acre exempt parcel?

 \Box No Continue to Question 29.

Yes See instructions and describe leave tree strategy in Question 31. Then continue to Question 29.

27. If harvesting within 200 feet of any of Type S or F water, complete the table below. Include DFC for all inner zone harvests unless you have an HCP prescription. Show RMZs, CMZs, and stream segment identifiers on the Activity Map. If you are harvesting within 75 feet or within the maximum RMZ (whichever is less), stream shade must be assessed and met following harvest. Describe how stream shade was determined to be met, using the 'Stream Shade Assessment Worksheet' if necessary.

Stream Segment Identifier (letter)	Water Type (S or F)	Site Class (I - V)	Stream Width (feet)	Is there a CMZ? (Y/N)	RMZ Harvest Code(s) (see instructions)	DFC Run Number	Total width of RMZ (feet)
A	F	III	12	N	A		101
В	F	III	14	N	A		101

28. If harvesting within 50 feet of Type Np water, complete the table(s) below. Show RMZs and stream segment identifiers on the Activity Map.

Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)	Stream Segment Identifier (letter)	Total Stream Length in Harvest Unit (feet)	Length of No-Harvest, 50-foot Buffers in Harvest Unit (feet)

29. How are the following marked on the ground? (*Flagging, paint, road, fence, etc.*) Harvest Boundaries: Pink Flagging

Clumped Wildlife Reserve Trees/Green Recruitment Trees: In RMZ

Right-of-way limits/road centerlines: Blue flagging

Stream Crossing Work: <u>Blue flagging</u>

Riparian Management Zone Boundaries and Leave/Take Trees: Pink and Blue flagging

Channel Migration Zone: <u>NA</u>

Wetland Management Zone Boundaries and Leave/Take Trees: pink and blue flagging

30. Are you converting the land to non-forestry use within 3 years of harvest?

⊠ No ☐ Yes If yes, include your SEPA Determination and/or SEPA checklist.

31. Additional Information (attach additional pages if necessary): For hydraulic projects in or over Type S, F, or <u>complex N water(s) see instructions for required plan information.</u>

32. We acknowledge the following:

- The information on this application/notification is true.
- We understand this proposed forest practice is subject to:
 - o The Forest Practices Act and Rules AND
 - All other federal, state or local regulations.
- Compliance with the Forest Practices Act and Rules does not ensure compliance with the Endangered Species Act or other federal, state or local laws.
- If we said that we would not convert the land to non-forestry use, the county or city may deny development permits on this parcel for the next 6 years.
- The following may result in an unauthorized incidental take of certain endangered or threatened fish species:
 - Conversion of land to non-forestry use.
 - Harvesting within the maximum RMZ on a 20-acre exempt parcel that was acquired after June 5, 2006.
 - Equipment Crossings/Fords in or over Type S and F Waters.
- Inadvertent Discovery Chapters 27.44, 27.53, 68.50 and 68.60 RCW
 - If you find or suspect you have found an archaeological object or Native American cairn, grave, or glyptic record, immediately cease disturbance activity, protect the area and promptly contact the Department of Archaeology and Historic Preservation at 360 586-3077.
 - If you find or suspect you have found human skeletal remains, immediately cease disturbance activity, protect the area, and contact the County Coroner or Medical Examiner and local law enforcement as soon as possible. Failure to report human remains is a misdemeanor.

The landowner understands that by signing and submitting this FPA, he/she is authorizing the Department of Natural Resources to enter the property in order to review the proposal, inspect harvest operations, and monitor compliance for up to three years after its expiration date. RCW 76.09.150

Signature of LANDOWNER	Signature of TIMBER OWNER* (If different than landowner)	Signature of OPERATOR (If different than landowner)
Print Name:	Print Name:	Print Name:
Date:	Date:	Date:

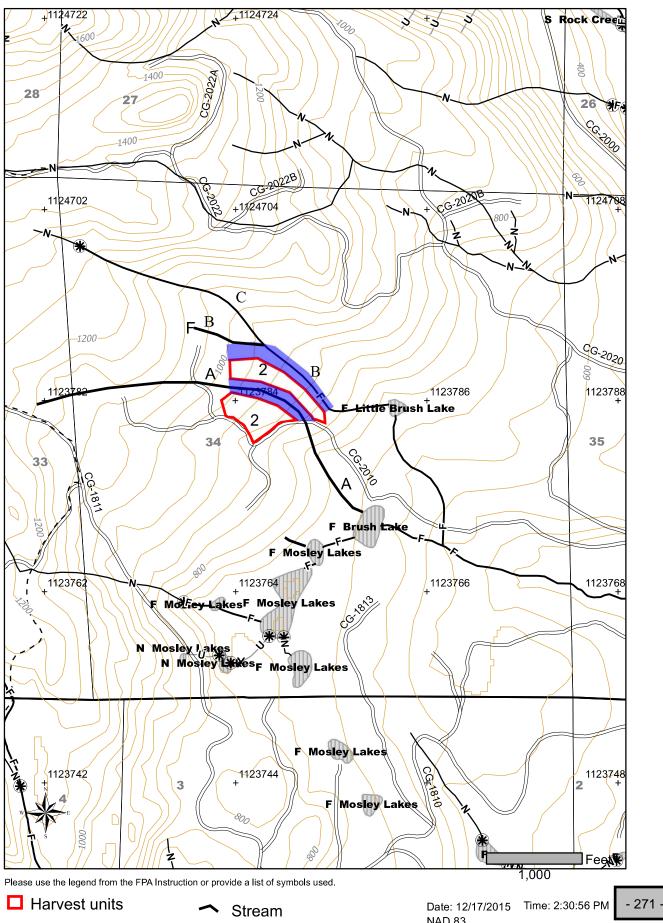
* NOTE: If you are a "Perpetual Timber Rights Owner," and are submitting this without the Landowner's Signature, provide written evidence the landowner has been notified.

Please make a copy of this FPA/N for your records. If this FPA/N contains a hydraulic project requiring WDFW concurrence review, it will not be available online for public review until after the WDFW concurrence review period.

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 03 NORTH HALF 0, RANGE 07 EAST (W.M.) HALF 0, SECTION 34

Application #:



RMZ

NAD 83 Contour Interval: 40 Feet

Stream/Segment ID: <u>A.B.</u> Stream/Segment ID: <u>C.</u> Stream/Segment ID: <u>Stream/Segment ID:</u> Date Observed: 5/2018 Date Observed: 5/2018 Date Observed: 1. Do you have a protocol survey? (See the Board Manual Section 13) Or, does the stream have waiver characteristics? (See WAC 222:16-031(3) (b) (fil) M No. Continue. [] No. Continue. [] No. Continue. [] Yes, Attach documentation or approved WTMF number: approved WTMF number: approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Attach documentation or approved WTMF number: [] Yes, Type F water, Stop. [] No. Continue. 3. Is there an impoundment (ponded water) upstream of the assessed segment, that is greater than 5 acc [] Yes, Type F water, Stop. [] Yes, Type F wat	Appendix .	A. Western '	Washington Water [·]	Туре С	Classification Worksheet	
 Do you have a protocol survey? (See the Board Manual Section 13) Or, does the stream have waiver characteristics? (See WAC 222-16-031(3) (b) (iii))	Stream/Segment ID:	A,B	_Stream/Segment ID: C		Stream/Segment ID:	
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Stream/Segment ID C Description:	Stream/Segment I	D <u>C</u>	Description:			

Stream C is known to dry during summer months and is above natural fish blockages.

Appendix D. Slope Stability Informational Form

Complete and attach this form to your FPA if you answered 'Yes' to FPA Question 11 or 12. Refer to WAC 222-16-050(1)(d) and Forest Practices Board Manual Section 16—*Guidelines for Evaluating Potentially Unstable Slopes* for definitions and descriptions of potentially unstable slopes or landforms.

- 1. What screening tools were used? Aerial Photo, LiDAR, X Landslide Inventory, X Landslide Hazard Zone Polygon, GIS/Other (describe):
- 2. Were there any features identified using the screening tools in #1 that did not exist in the field? If yes, describe:

No

3. a. What potentially unstable slopes or landforms were identified <u>in</u> the area of your forest practices activity? Check all that apply:

🔲 Inner Gorge		Groundwater recharge	areas for glacial	deep-seated landslides
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Bedrock Hollow	Convergent Headwall	Toe of deep-seated landslide
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Outer edges of meander bends

Other (Deep-seated landslides or other features of potentially unstable slopes). Describe:

- **4. a.** What potentially unstable slopes or landforms were identified <u>around</u> the area of your forest practices activity?

Check all that apply: Inner Gorge Groundwater recharge areas for glacial deep-seated landslides

- Bedrock Hollow Convergent Headwall Toe of deep-seated landslide
- Outer edges of meander bends
- Other (Deep-seated landslides or other features of potentially unstable slopes). Describe:

b. What activities may occur around potentially unstable slopes or landforms? Check all that apply:
 X Timber harvest
 Road construction
 Suspending cables
 Yarding
 Tailholds

5. If any features identified in #3.a. and /or #4.a. were bounded out, describe the manner in which the boundary was determined:

All unstable slopes are located within the RMZ

6. Were areas of public use (which may include, but are not limited to: public roads, utilities, designated recreation areas, occupied structures, etc.) identified in or around the area of your proposed forest practices activity? Show these locations on the map in #8. None

7. Date of field review: 4/2018

 Person(s) that conducted field review:
 Travis Anderberg
 Forester HFI Consultants

 Name
 Title/position

Name

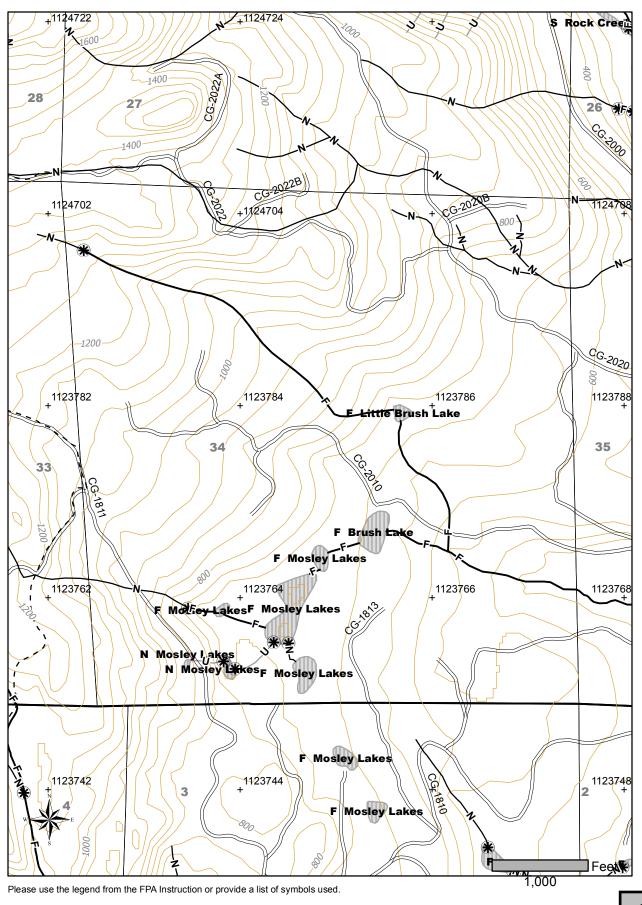
Title/position

8. Show all field reviewed areas for potentially unstable slopes or landforms on a map (may use a forest practices activity map, harvest map or GIS map – See example below). Show locations where areas of public use exist. This map is intended to be developed by the field practitioner.

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 03 NORTH HALF 0, RANGE 07 EAST (W.M.) HALF 0, SECTION 34

Application #:



Date: 12/17/2015 Time: 2:30:56 PM - 275 -NAD 83 Contour Interval: 40 Feet





For DNR Regio	on Office	e Use	Only
FPA #:			
Region:			

Alternate Plan for Western Washington Fixed Width Riparian Management Zones Template for Types S and F Waters, for Small Forest Landowners

This fixed width Riparian Management Zone (RMZ)alternate plan template replaces the following Forest Practices Rules: Western Washington Riparian Management Zones for Type S and F waters: WAC 222-30-021(1)(b)and (c)

This form must be submitted with a Forest Practices Application.

For more detail about which forests are eligible for this alternative, and the information necessary for this form, please refer to Forest Practices Board Manual **Section 21**, or call your nearest DNR region office.

1. Eligibility

In order for a stand to be eligible for the Fixed Width RMZ Template, it must meet the following criteria:

- a) Landowner must be a Small Forest Landowner as defined in WAC 222-21-010 (13),
- b) Timber harvest is proposed in a riparian management zone adjacent to Type S or F water.

2. Implementation Schedule

List the seasons and the years during which harvest activities will take place as part of this alternate plan.

Schedule		Example	
	Spring	2010, 2011	Spring
	Summer	2010, 2011	Summer
	Fall	2011	Fall
	Winter	2010, 2011	Winter

3. Prescriptions

When harvesting trees adjacent to Type S or F water, a 'No Harvest Riparian Management Zone' must be left. The width begins at bank full width or outer edge of a channel migration zone and extends to the width determined by the site class. The following widths must be used when using this Fixed Width RMZ template:

Fixed Width, No Harvest Buffer Widths by Site Class		
Site Class	No Harvest Zone width (measured from outer edge of BFW or outer edge of CMZ)	
l	145 feet	
II	118 feet	
	101 feet	
IV	82 feet	
V	75 feet	

Using the table above and a Site Class Map; please fill out the following table for your alternate plan. If the Site Class changes on a stream segment select one of the following:

- Use the widest width for the entire segment, OR
- Identify separate segments for each site class

Segment	Stream Type	Site Class	Fixed Width	Length

If the stand is located within 200 feet of Type S water, a landowner must contact the county, which will determine if a substantial development permit is required.

Attach a map showing the location of each stream segment listed above.

Map scale should be 1 inch = 400 feet.

4. Riparian Functions associated with Type S and F waters

The fixed width riparian buffer establishes a riparian area equal, on average, to the riparian buffer widths occurring when the Desired Future Condition Model is applied on S and F waters in Western Washington. Once adjacent timber is harvested, the growth of the trees will remain on the same trajectory to achieve the desired future condition targets for future riparian function required by the state Forest Practices Rules. The objective is to improve riparian function over the long-term while reducing the complexity of the Forest Practices Rules.

Riparian function includes the following:

Bank Stability: Retaining trees within a Fixed Width Riparian Management Zone provides the root mass necessary to stabilize a stream bank. Although roots can extend beyond the drip-line of a tree's crown, the bulk of the root mass is contained within this area. Where a channel migration zone (CMZ) exists, the Fixed Width Riparian Management Zone begins at the edge of the CMZ.

Woody Debris: Periodic large woody debris input is vital to properly functioning riparian and aquatic systems. Harvest near a stream in the short term may reduce the potential source of woody debris. If no harvest occurs, the woody debris that falls into the stream is that immediately adjacent to the bank. A fixed width buffer leaves all trees available until random, natural recruitment begins.

Leaf Litter / Nutrients: Needles and leaf litter are an essential component of the nutrient cycle of a stream by serving as food sources for insects and fish. An edge effect will result from a fixed width buffer that may result in increased growth and diversity of understory vegetation, further improving nutrient cycling in the riparian area and duff development on the forest floor.

Sediment Filtering: Depending on the slope of the site, there may be a risk of overland runoff due to decreased interception of rainfall through a canopy. Management practices such as leaving ground vegetation undisturbed and distributing of slash will minimize the risk of sediment delivery until groundcover is reestablished.

Shade: The canopy will remain in the same condition as exist. Trees retained within the fixed width RMZ will continue to provide shade within a minimum of 75 feet from the stream.

Other Riparian Features: Microclimate features such as ambient air temperature may be affected, depending on the extent of upland management activities. Temporary soil temperature increases in the forest stands may result, which can affect groundwater and instream water temperatures. However, as understory vegetation fills in and as the adjacent canopy of the new stand recovers, temperature fluctuations will be reduced, resulting in a low likelihood of impact to groundwater or instream temperatures.

City of Stevenson Ordinance No. 2018-1124

AN ORDINANCE RELATED TO SHIPPING CONTAINERS IN THE CITY OF STEVENSON, AND PURSUANT TO RCW 35A.63.220 AND OTHER APPROPRIATE AUTHORITY AUTHORIZING A MORATORIUM ON FURTHER SHIPPING CONTAINER SITINGS AND APPLICATIONS FOR SHIPPING CONTAINER SITINGS AS MORE PARTICULARLY SET FORTH HEREIN.

WHEREAS, the City of Stevenson finds the need to regulate zoning and design standards for the siting and installation of shipping containers for uses other than storage; and

WHEREAS, the City is in the process of reviewing its zoning and design standards to address this issue, which will take time; and

WHEREAS, a moratorium on further filing and processing of applications for the siting and installation of shipping containers is necessary while the City completes the review of the appropriate zoning and design standards for this land use, or to otherwise mitigate its impacts; and

WHEREAS, the Stevenson City Council finds that the City's ability to preserve the look and feel of the city will be jeopardized unless this moratorium is authorized; and

WHEREAS, the Stevenson City Council finds that the authorization of this moratorium is necessary to protect the health, welfare, safety and future economic viability of the City; and

WHEREAS, RCW 35A.63.220 provides that, "A council or board that adopts a moratorium or interim zoning control, without holding a public hearing on the proposed moratorium or interim zoning control, shall hold a public hearing on the adopted moratorium or interim zoning control within at least sixty days of its adoption, whether or not the council or board received a recommendation on the matter from the commission. If the council or board does not adopt findings of fact justifying its action before this hearing, then the council or board shall do so immediately after this public hearing. A moratorium or interim zoning control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium or interim zoning control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, RCW 35A.63.220 or RCW 36.70A.390, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this

MORATORIUM ORDINANCE - Page 1

hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal"; and

WHEREAS, moratoria and interim zoning control enacted under RCW 35.99.050, RCW 35A.63.220 or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot or frustrated by intervening development; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 both authorize the enactment of a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing; and

WHEREAS, the Stevenson City Council shall hold a duly advertised public hearing on July 19, 2018, to consider public comment concerning the authorization of such moratorium; and

WHEREAS, the Stevenson City Council finds that the best interests of the City would be served if such a moratorium was authorized.

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

<u>Section 1</u>. A six (6) month moratorium is hereby imposed on accepting applications or permitting the siting of shipping containers within any Trade District (SMC Ch. 17.25) or Residential District (SMC Ch. 17.15) or the Rock Cove Corridor (SMC Ch. 17.23). As the term is used herein, "shipping container" shall mean a standardized prefabricated steel, aluminum or plastic structure constructed for use in intermodal freight shipping.

<u>Section 2</u>. The moratorium imposed pursuant to Section 1 above may be extended for one or more additional six (6) month periods in the event a work plan or further study determines that such extension is necessary or to determine what further policies and procedures related to future shipping container siting applications will best serve the purposes of the City.

<u>Section 3. Severability</u>. 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.

<u>Section 4.</u> <u>Effective date/Emergency</u>. This ordinance affects life, health and safety shall become effective on an emergency basis upon passage by approval of a majority plus one of council members.

ADOPTED this 21st day of June, 2018.

CITY OF STEVENSON

Scott Anderson, Mayor

ATTEST:

Leana Johnson, Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney

CITY OF STEVENSON ORDINANCE NO. 2018-1125

AN ORDINANCE OF THE CITY OF STEVENSON, WASHINGTON RELATING TO PORTABLE TOILETS IN THE C1 ZONE, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Stevenson currently has a moratorium on new commercial sewer connections that discharge more than domestic strength waste; and

WHEREAS, the City finds the need to regulate zoning standards for the use of portable toilets in the city's downtown core to prevent the installation of portable toilets as a long-term solution to a temporary problem.

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

Section 1. Items stricken through are removed and items in **bold** are added.

Section 2. Stevenson Municipal Code 17.25.110 is amended as follows:

17.25.110 - Trade districts maintenance and performance standards.

- A. CR Maintenance and Performance Standards.
 - 1. Outdoor storage shall be maintained in a safe and orderly manner.
- B. C1 Maintenance and Performance Standards.
 - 1. Exterior storage is not allowed, except for storage and display of plant materials, building materials or rental equipment on a temporary or seasonal basis.
 - 2. Exterior display of goods available in the adjacent building is acceptable; provided that such goods are only displayed during business hours.
 - 3. Sidewalk food service and other vending activities may be allowed, subject to meeting state and local health requirements, and subject to the zoning administrator finding that all of the following are, or will be, met:
 - a. The sidewalk is of adequate width to ensure safe and convenient pedestrian movement when the vending activity is in place;
 - b. The vending operation will be managed or controlled by the owner or lessee of the adjoining property;
 - c. The owner or lessee of the adjoining property agrees to be responsible for litter removal and maintenance of a safe and convenient pedestrian environment; and
 - d. All evidence of the activity will be removed at the end of each business day.
 - 4. Portable toilets shall only be used on a temporary basis, such as special events or in conjunction with a building permit for repairs or new construction.
- C. M1 Maintenance and Performance Standards.
 - 1. The following air and water pollution standards must be met:
 - a. Discharge of smoke, particulate matter and other pollutants into the air shall conform to standards of the Southwest Washington Clean Air Agency;
 - b. The emission of offensive odors in such quantities as to be readily detectible at any point beyond the property line is prohibited;

- c. No open burning shall be permitted;
- d. The discharge of any effluent, including normal storm runoff, into the Columbia River or other water body is prohibited unless prior permission has been received from the Washington State Department of Ecology or other permitting authority.
- 2. The following noise standards must be met:
 - a. The building occupant must conform to the current version of the 1972 Federal Health and Safety Act. Noise-making devices which are maintained and utilized solely to serve as warning devices and noise created by highway vehicles or trains are exempted.
- 3. Other noxious effect restrictions apply as follows:
 - a. No discernable vibration, other than that caused by highway vehicles or trains, shall be permitted at the property line of the use concerned.
 - b. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents, or create a hazard.
 - c. No noxious or offensive trade, business or activity shall be conducted nor shall anything be done therein which may be or become a nuisance.

Section 3. <u>Effective Date</u>. This Ordinance shall take effect and be in force five days after publication according to law.

Passed by the City Council of the City of Stevenson this 21st day of June, 2018.

Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Leana Johnson, City Clerk

Kenneth B Woodrich, PC City Attorney

III Mai Mai <th>10010121</th> <th>0.00</th> <th>0.00</th> <th>0.00</th> <th>0.00</th> <th>0.00</th> <th>0.00</th> <th>0.00</th> <th>2950.25</th> <th>2761.00</th> <th>2944.00</th> <th>2453.00</th> <th>2732.00</th> <th>TOT HRS</th>	10010121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2950.25	2761.00	2944.00	2453.00	2732.00	TOT HRS
III Mod Kanu Mad Kanu Mad Mad </td <td>43840 3</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>43.00</td> <td>7.00</td> <td>14.00</td> <td>0.00</td> <td>3.00</td> <td>Total Title 3</td>	43840 3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.00	7.00	14.00	0.00	3.00	Total Title 3
Image Image <th< td=""><td>57 0</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>44.75</td><td>62.25</td><td>67.75</td><td>33.50</td><td>101.00</td><td>Total Overtime</td></th<>	57 0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.75	62.25	67.75	33.50	101.00	Total Overtime
	200	0.00	0.00	0.00	0,00	0.00	0.00	0.00	12.50	0.00	0.00	0.00	0.00	SAR Title 3
Name Name <th< td=""><td>12 5</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>8.50</td><td>27.50</td><td>0.00</td><td>0.00</td><td>SAR County</td></th<>	12 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.50	27.50	0.00	0.00	SAR County
	36.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	Special Contracts
Norm Norm <th< td=""><td>0.0</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0,00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>County Traffic Enforce.</td></th<>	0.0	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	County Traffic Enforce.
Manual Manual<	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Eradication County
Mand Kando Mand Kando Mand Mand <thmand< th=""> Mand Mand <!--</td--><td>0.0</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>ONR</td></thmand<>	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	ONR
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any fam fam <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0,00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>Weyer/Col Timber</td>	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	Weyer/Col Timber
Jamp Jamp <th< td=""><td>0.00</td><td>0 00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>1.75</td><td>2.00</td><td>20.50</td><td>5.00</td><td>30.50</td><td>Training</td></th<>	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	1.75	2.00	20.50	5.00	30.50	Training
MMM KMM KMM KMM KMM KMM KMM KMM KMMM KMMMM KMMMM KMMM KMMM KMMM KMMM KMMM KMMMM KMMM	59.75	0.00	0 00	n nn	0.00	0.00	0.00	0.00	1,00	0.00	0.00	0.00	0.00	JSFS
ansmi famm famm <t< td=""><td>1.00</td><td>0.00</td><td>0.00</td><td>0 00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>5.00</td><td>13.00</td><td>Superior Court</td></t<>	1.00	0.00	0.00	0 00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	13.00	Superior Court
Numb Numb <th< td=""><td>18.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0.00</td><td>0 00</td><td>0.00</td><td>0.00</td><td></td><td>3,00</td><td>0.00</td><td>4.00</td><td>0,00</td><td></td></th<>	18.00	0.00	0.00	0.00	0.00	0 00	0.00	0.00		3,00	0.00	4.00	0,00	
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Import Foldmant Foldmant Andrei And	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	V Bonneville Court
$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00	3 00	0 00	0 00	V Ronneville
Jameny Favory Maria Favory Maria	0.75	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	0.00	0.00	0.00	0 75	Stevenson Court
Jamony Falony Math App Jamony App <	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	3.25	1.00	1.75	6.00	Stevenson
Jampiny Falomy Math	101.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00	45.50	16.75	17.75	50,75	County
Jamony Falomy Must	161 70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	Schools/Com Svc
Jampor Fallony Mart	4 00	200	2											OV Time
	1.00010	0.00	0,00	0.00	0.00	0.00	0.00	0.00	2647.25	2527.75	2803.50	2222.50	2352.00	SubTotal Reg
	12553.00	0 00	2	0.00	0.00	0.00	0.00	0.00	30.50	7.00	14.00	0.00	3.00	little 3 Subtotal
	54.50	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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	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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Jameny Fedmany Man Angli May Juny Juny Magnity September Colloker Nomether	29.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	9 00	0 00	0 00	AR Missions
MI James February Hunds Jame April May Jame Jame April Mage September Conduct November Novembe	25.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.50	7.00	5 00	000	300	-memenov Resnonse
MI June Falue March April May June June June August September Colder November November December 10089 13534 16535 15535 15535 1254 1234 0														Title 3
MI June Fabricity March Appl May June June June Apple August Supplementer Colder Nomemter Desember 10039 19334 19334 19335	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	600	0.00	2 DO C	SAP County
MI Jammary February March Agrit Mary Jam Jam <thjam< th=""> Jam</thjam<>	1145.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	204.50	266 50	200	2000 C	0.00 037 DD	County Traffic Enforce
III January February March Agril May Jane Jany August Segmentary Segmentary Controlse Neurrentary Segmentary Neurrentary Segmentary Neurrentary 12001 1201 1201 1201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00 0	0.00	0.00		Enadication County
MI Junnary February March April March June June June June June August Seguember Coduber Neurother December 16089 11354 1653 2344 2351 0	71.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.75	18 25	13 50	16.00	10 75	CDC Datrol
MI Jamasy February March Appl March Appl March Appl March Appl March Appl Appl< Appl< December December Appl Appl December	780.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	170.00	145 00	180.00	150.00	135.35	
Jannary Fehrmary March April Mary Jane Jany Againt September October November December 1939 1353-4 18939 18926 18528 0<	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0 00	0.00	00.00	00.00	00.70	When the second times
Jannany February March April May Jane Jaly August September October November	383.50	0.00	0.00	0.00	0.00	0,00	0.00	0.00	92 50	20.22	88 00	68 00	00.10	
January Fabruary March April May Jun Jun Juny August September Catcher November December 1935 19354 16939 19354 16939 19354 16939 19354 16939 19354 16939 10 0	919.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109.00	233 75	20202	166.00	105 75	
January February March April Mary June	15.25	0.00	0.00	0.00	0.00	0,00	0.00	0.00	0.00	n nn	0.00	16.00	0.00	
January February March April Mary June June June June June June June September Conder November Conder November December 1 1004 2101 2293 2148 2511 0 <td>2.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>2 00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>V. BOIIII COURC</td>	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2 00	0.00	0.00	0.00	V. BOIIII COURC
January February March April Mary June	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	
January February March April May June Juny August September October November December 1 1534 1533 1532 1623 0	930,50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208.00	177.00	193.00	163.25	189.25	J Ronneville
January February March April May June Juny August September October November December 18089 13534 19339 15926 16523 0 </td <td>13.25</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>10.25</td> <td>0.00</td> <td>0.00</td> <td>3 00</td> <td>Stev Court</td>	13.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.25	0.00	0.00	3 00	Stev Court
	2069.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	434,00	379.25	425.75	402.50	427.75	Stevenson
January February March April May June	4960.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1064.25	805.25	1262.50	902.25	926.00	County
January February March April May June June June June May August September Ordber November Desember 18099 13534 16939 15926 16528 0	219.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	137.00	16.00	16.00	31.00	(9)
January February March April Mary June June June June September Calaber November December I 18099 13534 16939 15934 16939 15936 16939 1 0	42.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	10.25	3,00	14.00	3.00	Schools/Com Svc
January February March April May June	500													atrol/Investigations
January February March April May June July August September October November I 1 11089 13534 16339 15926 16528 0	787.20	0.00	0.00	0.00	0.00	0.00	0,00	0.00	55.75	60.50	68.75	55.50	52.00	Idministration
January February March April May June July August September October November December I 16089 13534 16939 15926 16929 15926 16929 0	000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	266,50	214.50	97.75	25.75	46,00	raining
January February March April May June July August September October November December I 19089 13534 18939 15926 18528 0 </td <td>108.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0,00</td> <td>0.00</td> <td>0.00</td> <td>10.00</td> <td>59.00</td> <td>8.25</td> <td>34.75</td> <td>47.00</td> <td>lick Leave</td>	108.00	0.00	0.00	0.00	0.00	0,00	0.00	0.00	10.00	59.00	8.25	34.75	47.00	lick Leave
January February March April May June July August September October November I 18089 13534 18339 15925 16528 0	200.10	0.00	0.00	0.00	0,00	0.00	0.00	0.00	205.25	105.00	50.50	00,00	229,00	/acation
January February March April May June June June June June June September Cotaber November I December I O 18089 13534 16939 15926 16528 0	100 45			-										Jourly Report
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January February March April May June July August September October November December IO 16089 13534 16839 15926 16528 0<	1996	0	0	0	0	0	o	0	1244	2212	2659	1615	1831	ISFS
January February March April May June July August September October November December IO 16089 13534 16538 15526 16528 0<	6094	0	0	0	0	0	0	0	1373	1281	1254	1066	1120	Bonneville
January February March April May June July August September October November December IC	/680L	0	٥	0	0	•	0	0	2351	2148	2293	2101	2004	tevenson
January February March April May June July August September October November December C	91.06/	0	0	•	0	0	•	0	16528	15926	16939	13534	16089	Sounty
January February March April May June July August September October November December														Wilenge
January Fabruary March April May June July August September October November December										-		i coincij	verinery	Toro Citcian
	Totals	December	-	October	September		July	June	Mav	April	March	Depuided	lamian	2018 Overall



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 05/01/18

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarms oth than	1
Traffic Stop	1
Alarms oth than	1
Medical Emergency	1
Business Establishment Alarm	1
Information Report	1
Total Incidents for This Date	6

Date: 05/02/18

Nature of Incident	<u>Total Incidents</u>
Suspicious Person/Circumstance	1
Medical Emergency	1
Parking Problem	1
Suspicious Person/Circumstance	1
Total Incidents for This Date	4

Date: 05/03/18

Nature of Incident	<u>Total Incidents</u>
Medical Emergency	1
Abandon Vehicle Right of Way	2
Medical Emergency	1
Problems with Dogs	1
Patrol Request	1
Problems with Dogs	1
Total Incidents for This Date	7

Date: 05/04/18

<u>Total Incidents</u>
1
1
1
1
1
1
6

Date: 05/05/18

	Nature of Incident	<u>Total Incidents</u>
	Unsecure Premise	1
	Simple Assault	1
	Intoxicated Person	1
	Jail Problems/Inmate Problems	1
	Medical Emergency	2
	Total Incidents for This Date	6
Date: 05/06/18	<u>Nature of Incident</u> Medical Emergency Wanted Person - Warrant Medical Emergency Parking Problem	<u>Total Incidents</u> 1 1 3 1 6
	Total Incidents for This Date	U

Date: 05/07/18

Nature of Incident	<u>Total Incidents</u>
Fraud	1
Suspicious Person/Circumstance	l
Medical Emergency	l
Citizen Dispute	l
Medical Emergency	l
Vicious Animals	1
Domestic Violence	1
Tresspassing	1
Medical Emergency	1
Lost Property	1
Total Incidents for This Date	10

Date: 05/08/18

Nature of Incident	<u>Total Incidents</u>
Vagrancy	1
Possession of Marijuana	1
Medical Emergency	1
Lockout, Vehicle/Home	1
Illegal Burning/Permit Violat	1
Total Incidents for This Date	5

Date: 05/09/18

Nature of Incident	<u>Total Incidents</u>
Patrol Request	1
Abandon Vehicle Right of Way	1
Medical Emergency	l
Total Incidents for This Date	3

D (05/10/19		
Date: 05/10/18	Nature of Incident	Total Incidents
	<u>Nature of Incident</u> Information Report	1
	Tresspassing	1
	Simple Assault	1
	Wild/Brush Fire	1
	Burglary Residence Forced Ent	1
	Abandon Vehicle Right of Way	1 6
	Total Incidents for This Date	U
Date: 05/11/18		
	<u>Nature of Incident</u>	<u>Total Incidents</u>
	Unsecure Premise	1
	Medical Emergency	1
	Tresspassing	1
	Medical Emergency	1 1
	Harrass	5
	Total Incidents for This Date	
Date: 05/12/18		
	Nature of Incident	Total Incidents
	Traffic Hazard	1
	Other Types of Animal Calls	1
	Agency Assistance	1 3
	Total Incidents for This Date	5
Date: 05/13/18		
	Nature of Incident	Total Incidents
	Medical Emergency	3
	Found Property	1
	Medical Emergency	1
	Citizen Dispute	1
	Patrol Request	1
	Medical Emergency Total Incidents for This Date	8
	10tal incluents for This Date	
Date: 05/14/18		m (-) I., sidonto
	<u>Nature of Incident</u>	<u>Total Incidents</u>
	Threats	1
	Domestic Violence	1
	Bruglary Residence Unlaw Entry	- 1
	Traffic Collision Prop Damage Total Incidents for This Date	4
	10tal Incluents for This Date	

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ate: 05/15/18			
	Nature of Incident	<u>Total Incidents</u>	
	Threats	1	
	Information Report	1	
	Vagrancy	1	
	Medical Emergency Total Incidents for This Date	4	
	Total inclucity for This Date		
ate: 05/16/18			
	Nature of Incident	Total Incidents	
	Bruglary Residence Unlaw Entry	1	
	Medical Emergency	1	
	Violation Court Orders	1	
	Theft Other Property	1	
	Child Abuse or Neglect	5	
	Total Incidents for This Date		
Date: 05/17/18			
	Nature of Incident	Total Incidents	
	911 Transfer	1	
	Medical Emergency	l	
	Alarms oth than	1	
	Simple Assault	1	
	Abuse of animals excpt Dogs	1 2	
	Medical Emergency	7	
	Total Incidents for This Date	,	
Date: 05/18/18			
	Nature of Incident	<u>Total Incidents</u>	
	Found Property	1	
	Jail Problems/Inmate Problems	1	
	Medical Emergency	2	
	Total Incidents for This Date	4	
Date: 05/19/18			
	<u>Nature of Incident</u>	Total Incidents	
	Citizen Assist	1	
	Medical Emergency	1	
	Vicious Animals	1	
	Citizen Dispute	1	
	Total Incidents for This Date	4	

Date: 05/20/18

Nature of Incident	<u>Total Incidents</u>
Mtorist Assist	1
Domestic Violence	1
Total Incidents for This Date	2

Date: 05/21/18

Nature of Incident	<u>Total Incidents</u>
Alcohol Offense	1
Citizen Dispute	1
Problems with Dogs	1
Traffic Hazard	1
Residential Alarm	1
Fraud	1
Problems with Dogs	1
Medical Emergency	1
Problems with Dogs	1
Jail Problems/Inmate Problems	2
Total Incidents for This Date	11

7

Date: 05/22/18		
	Nature of Incident	<u>Total Incidents</u>
	Traffic Stop	1
	Threats	1
	Citizen Dispute	l 1
	Intoxicated Person	1
	Medical Emergency	1
	Jail Problems/Inmate Problems	1
	Medical Emergency	1 7

Total Incidents for This Date

Date: 05/23/18

Nature <u>of Incident</u>	<u>Total Incidents</u>
Power/Gas/Water Problems	2
	2
Total Incidents for This Date	-

Date: 05/24/18

Nature of Incident	Total Incidents
	1
Information Report	1
Traffic Collision Prop Damage	1
	1
Medical Emergency	1
Found Property	1
	1
Suspicious Person/Circumstance	1
Welfare Check	1
	1
Medical Emergency	1

	<u>Nature of Incident</u> Domestic Violence Traffic Stop Suspicious Person/Circumstance Information Report Juvenile Problem Total Incidents for This Date	Total Incidents 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Date: 05/25/18	<u>Nature of Incident</u> Medical Emergency Citizen Assist Jail Problems/Inmate Problems Vagrancy Total Incidents for This Date	<u>Total Incidents</u> 1 1 1 1 4	-
Date: 05/26/18	Nature of Incident Vagrancy Medical Emergency Jail Problems/Inmate Problems Welfare Check Simple Assault Traffic Stop Total Incidents for This Date	<u>Total Incidents</u> 1 2 1 1 1 1 7	
Date: 05/27/18	<u>Nature of Incident</u> Medical Emergency Harrass Total Incidents for This Date	<u>Total Incidents</u> 1 1 2	
Date: 05/28/18	<u>Nature of Incident</u> Suspicious Person/Circumstance Problems with Dogs Total Incidents for This Date	<u>Total Incidents</u> 1 1 2	
Date: 05/29/18	<u>Nature of Incident</u> Information Report Medical Emergency Suspicious Person/Circumstance Medical Emergency	<u>Total Incidents</u> 1 1 1 1	

	Nature of Incident Child Abuse or Neglect Alarms oth than Total Incidents for This Date	Total Incidents 2 1 7	
Date: 05/30/18			
	Nature of Incident	Total Incidents	
	Medical Emergency	2	
	Juvenile Problem	1	
	Found Property	1	
	Abandon Vehicle Right of Way	1	
	Information Report	1	
	Welfare Check		
	Medical Emergency Total Incidents for This Date	2 9	
Date: 05/31/18			
	Nature of Incident	<u>Total Incidents</u>	
	Harrass	1	
	Total Incidents for This Date	1	
Total reported: 169			

Report Includes:

All dates between `00:00:00 05/01/18` and `00:00:00 06/01/18`, 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 - 290 -



Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

Date: 05/03/18

	<u>Nature of Incident</u> Medical Emergency Total Incidents for This Date	<u>Total Incidents</u> 1 1	
Date: 05/05/18	<u>Nature of Incident</u> Tresspassing Total Incidents for This Date	<u>Total Incidents</u> 1 1	
Date: 05/18/18	<u>Nature of Incident</u> Medical Emergency Total Incidents for This Date	<u>Total Incidents</u> 1 1	
Date: 05/26/18	<u>Nature of Incident</u> Alarms oth than Total Incidents for This Date	<u>Total Incidents</u> 1 1	
Date: 05/30/18	<u>Nature of Incident</u> Medical Emergency Total Incidents for This Date	<u>Total Incidents</u> 1 1	
Total reported: 5			

Report Includes:

All dates between `00:00:00 05/01/18` and `00:00:00 06/01/18`, 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 - 291 -

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Skamania County Sheriff's Office

Law Total Incident Report, by Date, Nature

.

Date: 05/09/18

Nature of Incident	<u>Total Incidents</u>
Medical Emergency	1
Total Incidents for This Date	1

Total reported: 1

Report Includes:

All dates between `00:00:00 05/01/18` and `00:00:00 06/01/18`, All agencies matching `SCSO`, All natures, All locations matching `19`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses. All offense codes, All circumstance codes

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Skamania County Sheriff's Office

Total Traffic Citation Report, by Violation

~~r50		
Violation	Description	<u>Total</u>
46.20.015	NVOL With I.D.	2
46.20.342	DR W/LIC PRIV SUSP	3
46.20.500	NO MCYCLE ENDSORM	1
46.37.020	OPERATE W/O HEADLITE	1
46.61.180	FTY R-OWY L TRN MUST	1
46.61.400	SPEEDING	5
46.61.502	DWI	1
6.04.090	Allow Dogs To Run At Large	1

Report Totals

15

Report Includes:

All dates of issue between `00:00:00 05/01/18' and `00:00:00 06/01/18', All agencies matching `SCSO`, All issuing officers, All areas matching '21', All courts, All offense codes, All dispositions, All citation/warning types

Stevenson Municipal Court Summary of Cases Filed 2018 Updated 01/09/2018

h <u>arge</u> riminal Non-Traffic Assault 4th Degree Bail Jumping	<u>Jan</u> -	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	Jul	Aug	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
Assault 4th Degree	-											
-	-			4								
Ball Jumping		1	-	1	1	-	-	-	-	-	-	-
	-	-	-	-	1	-	-	-	-	-	-	-
Disorderly Conduct	-	-	-	-	-	-	-	-	-	-	-	-
Malicious Mischief III	-	-	-	-	-	-	-	-	-	-	-	-
Minor in Possession (Marijuana)	-	-	-	-	-	-	-	-	-	-	-	-
No Contact/Protection/Antiharass Order Vio	-	1	-	-	-	-	-	-	-	-	-	-
Resisting Arrest	-	-	-	-	-	-	-	-	-	-	-	-
Theft 3	1	1	-	2	-	-	-	-	-	-	-	-
Other Criminal Non-Traffic	-	-	-	-	-	-	-	-	-	-	-	-
Total Criminal Non-traffic	1	3	0	3	1	0	0	0	0	0	0	0
riminal Traffic												
DUI/Physical Control	1	2	2	1	1	-	-	-	-	-	-	-
Operate Vehicle w/o Ignition Interlock	-	-	1	-	-	-	-	-	-	-	-	-
No Valid Op License or Driving While Suspended	6	4	2	2	3	-	-	-	-	-	-	-
Hit & Run	-	-	-	-	-	-	-	-	-	-	-	-
Reckless Driving	-	-	-	1	-	-	-	-	-	-	-	-
Total Criminal Traffic	7	6	5	4	4	0	0	0	0	0	0	0
on-Traffic Infraction												
Dog Running at Large	-	-	-	-	1	-	-	-	-	-	-	-
Open/Consume Alcohol Public Place	-	1	-	-	-	-	-	-	-	-	-	-
Open/Consume Marijuana Public Place	-	-	-	-	-	-	-	-	-	-	-	-
Outdoor Burning Violation	-	-	-	-	-	-	-	-	-	-	-	-
	0	1	0	0	1	0	0	0	0	0	0	0
raffic Infraction												
Vehicle Registration (Fail to Register/Expired)	2	2	6	1	-	-	-	-	-	-	-	-
Fail to Signal	-	-	-	-	-	-	-	-	-	-	-	-
Fail to Yield Right of Way	-	-	1	-	1	-	-	-	-	-	-	-
Following too Close	-	-	-	-	-	-	-	-	-	-	-	-
Improper Passing on Left	-	_	1	-	_	-	_	_	_	_	_	-
Leaving Unattended Veh on Roadway	-	-	-	- 1	-		-	-	-	-	_	
-	-	-	1	1	-		-	-	-	-	-	
Negligent Driving 2nd Degree	-	-	Т	-	-	-	-	-	-	-	-	-
No Motorcycle Endorsement	-	-	-	-	1	-	-	-	-	-	-	-
No Valid Operator's License	-	1	-	-	2	-	-	-	-	-	-	-
Open Alcoholic Container	-	-	1	-	-	-	-	-	-	-	-	-
Op Motor Vehicle w/o Headlights when Req'd	-	-	-	-	1	-	-	-	-	-	-	
Op Motor Vehicle w/o Insurance	2	2	2	-	1	-	-	-	-	-	-	-
Speeding	3	7	5	5	5	-	-	-	-	-	-	-
Wrong Way on One-Way Street	-	1	-	-	-	-	-	-	-	-	-	-
Total Traffic Infractions	7	13	17	7	11	0	0	0	0	0	0	0
arking Infractions												
Illegal Parking, Standing, Stopping	-	2	2	-	-	-	-	-	-	-	-	-
otal <u>Traffic</u> Violations & Citations:	14	21	24	11	15	0	0	0	0	0	0	0
018 Monthly Total Violations & Citations	15	25	24	14	17	0	0	0	0	0	0	0
018 Year-to-Date Total Violations & Citations	15	40	64	78	95							
	14	35	59	70	85	85	85	85	85	85	85	85
YTD Traffic related 2018 YTD	14											
YTD Traffic related 2018 YTD: YTD Traffic related 2017 YTD:	14 4	5	12	12	14	19	23	23	29	30	31	35

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PLANNING COMMISSION MEETING MINUTES

Monday, May 14, 2018

6:00 PM

Planning Commission Members Present: Valerie Hoy-Rhodehamel, Karen Ashley, Chris Ford, Matthew Knudsen, Shawn Van Pelt

Excused Absence: None

Staff Present: Ben Shumaker

Community Members Present: Bernard Versari, Laura Mills, Rick May

Guest: Michelle McConnell, Department of Ecology, WA State (DOE)

Call to Order: 6:00 p.m.

Preliminary Matters

1. Chair Selects Public Comment Option #2

2. Minutes March 12th, April 2nd, & April 9th

Versari asked for further clarification on when meeting packets are made available to the public. He stated that the current bylaws explain they must be reviewed by the Thursday before the Monday meeting. He explained further that discussion is a part of process and having the materials out prior to review is a necessity. He stated that the hard copies were available for pickup on Friday this month but, again, the bylaws require by Thursday. Previous minutes stated "There was additional discussion around the availability of the Commission meeting packet. Shumaker to look into having hard copies available for pick up prior to the monthly meeting." Versari is asking for more detail in this language and to see the bylaws being implemented.

MOTION: **ASHLEY** moved to approve the minutes for March 12th. **KNUDSEN** seconded. No objections. Approved unanimously.

MOTION: **FORD** moved to approve the minutes for April 2nd. **KNUDSEN** seconded. No objections. Approved unanimously.

MOTION: **FORD** moved to approve the minutes for April 9th. **ASHLEY** seconded. No objections. Approved unanimously.

3. Public Comment Period

May stated that water type classifications weren't clearly delineated so he looked them up and printed them off with all the acronym. He suggested that this information be added to that part of the discussion to come. **HOY-RHODEHAMEL** asked for clarity around whether it was already decided to include these definitions and **Shumaker** confirmed that they were currently listed in the document.

New Business

4. None

Old Business

5. Shoreline Management Program Review/respond to comments received on Public Release Drafts

Shumaker reviewed that last week the written comments and minutes from public listening session held last month were sent out and today was followed up with the responsiveness summary matrix which summarized written and verbal comments as well as staff recommendations to comments and overall city/advisory committee response. There were 53 distinct types of comments provided and 1 was a catch-all. **Shumaker** explained that, overall, the things that were overlooked were minor edits and things unrelated to policy.

The night's agenda consisted of going through all 53 types, with Shumaker providing a short description, a possible response, and the group responding with whether there is consensus to move forward or consensus to circle back around for more discussion. The priority was to get through as much as the list as possible, as the Commission is running up against the deadline for the Critical Areas code. Depending on how much the group reviews tonight, the Commission may consider holding a special meeting to discuss more details so that the code can be present to City Council by June.

Shumaker explained that there were two packets: The first was the written comments received from the Public Release Draft and the second was the staff responsiveness summary as well as the comments explained with staff recommendations provided. The Commission went down the list from 1-53 in their review:

1)This first set of comments came from a property owner outside of city limits who asked about the boundary line that wasn't shown on the partial maps and wanted to verify that the adjustment had occurred. **Shumaker** asked if the Commission wanted to reflect the new boundary on the map. Consensus was yes.

2&3)Yes to the new boundary on the map then requires confirmation to move the designation to be either natural or residential. Residential was what was proposed so if the policy is applied when mapping was conducted then the whole thing would be listed as residential. Natural was listed on the county property but this line has since changed because of 1. Consensus to move forward.

4)The next commenter is the neighbor to first commenter and he is requesting how this works and what the setbacks are. Staff recommended no action and provided written comment to neighbor to resolve. Consensus to move forward.

5)Same commenter also had comment regarding SED mapping with natural area and residential and Shumaker explained in writing that there is no residential in natural and there has since been no further comment from this commenter. **McConnell** explained that the city can allow residential in natural and it is okay and is an option. **VAN PELT** asked whether there is an option to make this change at a later date and **McConnell** confirmed

yes, before DOE and city approval. It is local discretion as long as it's a conditional use permit. **HOY** stated that this gives more flexibility. **McConnell** noted that it can affect meeting the no net loss, depending on rest of zoning. The intent of the green is that it's most protected and least suitable for development. **VAN PELT** stated that the first commenter had something the code had overlooked for designation and asked if it creates more issues if there's more situations out there that are similar. **McConnell** stated that it is most beneficial for the no net loss to have more areas that are protected and it could throw off the balance. Consensus for more discussion.

6)This comment was regarding how to amend shoreline designations. **Shumaker** made a change in periodic review to SMP "including the map adopted in Appendix A subject to state requirements". Consensus to move forward. There was confusion within Table 5-1 pages 46-49 in the Blue and the suggestion was to add some guidelines to make it clear, such as proposing to put building height in the text. Consensus to move forward.

7) The next commenter is from the Dept of Fish and Wildlife in reviewing the wildlife of SMP and Critical Areas. His request was for comments and to hold a bigger meeting with a wider inclusion on the advisory committee. **KNUDSEN** stated that the Commission has made it pretty far into the process at this time. **FORD** stated the intention was to move quickly and move forward. **Versari** noted that the committee didn't exclude and was just interested in seeing this process moving forward. **Shumaker** confirmed that this commenter had notification of Planning Committee meetings and the advisory meetings are included during this time. **May** suggested sending a thank you as well as communication that the committee welcomes you at anytime. **Shumaker** to send response. Consensus to move forward.

8) Commenter mentioned support in using similar vegetation approval as the county. No action at this time. Consensus to move forward.

9,10&11) Commenter requested changes to ICR, all relate to a piece of property currently outside of city limits. Consensus to move forward with changes.

12) **KNUDSEN** noted the lack of a definition for Cultural Resources to help understand what the commenter is looking for? **Shumaker** explained that cultural resources are generally understood but the term hasn't been defined. **FORD** explained that resources, based on tribes' definition, is from the cultural resources protection program and isn't related to mining and timber but bones, artifacts and debris. **KNUDSEN** asked whether that can be included with historical, which is already in there. **McConnell** stated that it wouldn't be inappropriate to have a definition for it. Consensus for more discussion after draft definition is provided from Shumaker.

13&14) Highlighting pages 32 and 33, which involve tribal historical officers for consultation if they identify a site than the applicant would make sure they are avoiding the area or following the plan. **Shumaker** explained that this is already done currently, where we review significant impact on the proposal and provide to the tribes. **KNUDSEN** noted that this issue comes back to the term definition from 12. Consensus for more discussion after draft definition is provided from Shumaker.

15&16) **HOY-RHODEHAMEL** clarified this comment represents the Commission's intent throughout the whole process. Shumaker to respond, explaining and identifying where comments were highlighted in existing documents. Consensus to move forward.

17) Consensus for more discussion.

18) Consensus for more discussion.

19) Has already been addressed. Consensus to move forward.

20) This comment comes from Coply and **Shumaker** explained the former natural site will have to be evaluated at some point. He clarified that it is not a superfund site. The provisions in here deal with contaminated sites so staff respond with where the provisions are currently in the document. Consensus to move forward.

21) This commenter questioned at the listening session about the baseline for no net loss and what the indicators are. Shumaker fielded this question at that public meeting. Consensus to move forward.

22&25) These comments discuss prioritizing what residents need over tourists. **Shumaker** explained that this is a built in conflict as this code is with the state on shorelines of statewide significance and the city has to address state need. **FORD** stated that this document is for the public not just for Stevenson tax payers. No actions. Consensus to move forward.

23,24&27) These comments are related to a past dredging project which was permitted but without notice to the property owners. **Shumaker** talked to the property owners after listening session. He identified the new notice requirements and explained that dredging impacts outlined in the document currently. No action. Consensus to move forward.

26) This comment asks whether a biologist report necessary and **Shumaker** will provide commenter with an answer about when a biologist report is required and explain Table 6.2. A definitive comment will need to wait until after the critical areas is finished. **McConnell** clarified that one doesn't need a biology report to maintain an existing garden. Consensus to move forward after critical areas is finished.

28) This comment highlighted the analysis of stability of adjacent properties and suggested adding it. Consensus for more discussion.

29) This comment asked for a summary to see all the changes proposed from the previous SMP to this new one and **Shumaker** states that it doesn't seem possible. **HOY-RHODEHAMEL** noted that this was an anonymous comment so not sure how to provide them with this documentation. **McConnell** stated that this new SMP is so different that it's better to start fresh. **Shumaker** explained that the previous program applied 50 setback to all uses and that's one of the biggest changes. Now the setback is based on proposed use. No action. Consensus to move forward.

30) The commenter asked how the SMP relates to BNSF and **Shumaker** explained it's not easy to tell. He stated that sometimes they play along with local jurisdiction and sometimes they don't. No action. Consensus to move forward.

31) This comment from **McConnell** identifies minor edits and clarifications throughout the document. **Shumaker** asked whether the Commission wants to include all minor edits and go through each or move on. **May** asked for clarification on whether anything changed had a big effect and **Shumaker** said no. **HOY-RHODEHAMEL** confirmed only minor tweeks. Consensus to move forward.

32) This commenter asked for a name change from Urban to Active Waterfront, which is what is currently listed on the existing SMP. **KNUDSEN** asked whether there is consistency across state as far as labeling. **Shumaker** explained yes and no. Stevenson has used some state designations and some are new. **McConnell** clarified that it is a new system and it must be given a new name. Rather than using urban we chose active waterfront from the Comprehensive Plan. The high intensity is out of the WAC so it must be used the same as the WAC definition. **McConnell** explained further that urban is shoreline designation out of the old SMP's language and now have new names, purposes and criteria that are all well defined. We are not using high intensity as it's a combination of high and urban conservancy and is locally tailored. Senior staff at DOE continues to use urban as SED can get confusing and using terms of the past for something that means something different now and needs updating. New meaning, use a new name. Consensus to move forward.

33) This comment highlighted discussion around adding another SED to the map - urban conservancy. **Shumaker** stated that this term may better fit for railroad berms and better fit for some areas that are likely not going to be further developed. **Shumaker** suggested that we need to get the maps back out. **Versari** asked if this could affect the cemetery and **Shumaker** confirmed yes, can be affected. **McConnell** added that there's a really broad spread between what's included within the three types currently listed and it is better to be a bit more specific and to tailor it a bit more. Consensus for more discussion.

34) This commenter requested adding specific exemption for ADA retrofit, which **Shumaker** notes is on page 25. **McConnell** explained that this is a brand new exemption added to the WAC. Consensus to move forward.

35) This commenter addressed residential standards and nonconforming residences. **Shumaker** explained that nonconforming is closer than 50 feet to the waterfront and the owner would want to expand to get closer than that. Previous and current setback are 50. Looking at the map, there's no development really close. **Shumaker** explains that, at this time, the Commission can get away with not adding it but also have the opportunity to add it if we want to make sure it's covered. No action - not an issue. Consensus to move forward.

36) **Shumaker** explained that, in regards to this comment, language has been added and moved from overall page 30 to 73. He further noted that if there's any area that isn't designated, it defaults to urban conservancy out of the WAC. Consensus to move forward.

37) **Shumaker** explained that, in regards to this comment, there was a change to the definition for regulated activity. Review activity - definition overall page 72. Consensus to move forward.

38) **Shumaker** explained that, in regards to this comment, it is consistent with the WAC and with no net loss, impact and analysis avoidance, overall pages 34, 35. Shumaker added some required language from the WAC regarding aligning with state environmental policy act and regulations. The mitigation sequences in order of preference and adds subsection number 5. Consensus to move forward.

39) **Shumaker** explained that, in regards to this comment on channel migration zones, it's best to avoid it if we can. This to be included along with other minor changes on Overall page 37. Consensus to move forward.

40) This commenter addressed promoting public access, which can be found on page 39 **McConnell** noted that there is a regulatory standard about preferring impervious impact. This was moved into the policy and when we develop a plan for public access or trails it should prefer pervious usage. **HOY-RHODEHAMEL** added unless where ADA is addressed. **McConnell** clarified that there is no requirement but thinking of the bigger picture for no net loss. Consensus to move forward.

41) **Shumaker** explained that, in regards to this comment, suggestions were minor and should have been included in 31 (minor changes). Consensus to move forward.

43) **Shumaker** explained that on overall page 48, 49 it lists view platforms as land base use but doesn't consider other possible usages. He suggests this is a bigger conversation for later. Consensus for more discussion.

44) **Shumaker** asked if we want to require public access and recreation for public projects on public land. The suggestion came in chapter 5 but already established in chapter 4. **McConnell** noted that institutional use is not specified in the WAC and it syncs it up like commercial and industrial. **Shumaker** to explore a broader suggestion to combine additional usages. **McConnell** explained there is the option to leave it as is or combine it. Consensus for more discussion.

45) This commenter addressed minor adjustments for residential setback with questions and suggestions to do so better. One change that was proposed by **Shumaker** is overall page 54 with a minor adjustment identified that can reduce required setback by 10% if there's development on both sides that block views of new home and that was unstated but change to make it a written statement. Consensus for more discussion.

46) This commenter addressed definitions for vegetation when discussing vegetation removal. Shumaker to add and bring back to the Commission. Consensus for more discussion.

47) **Shumaker** to find information on addressing how to allow for pruning of trees to create a view. There are caveats currently and this comment is a request for more caveats. Consensus for more discussion.

48) Similar to 47. Consensus for more discussion.

49) **Shumaker** explained that, in regards to this comment, a definition has been added for hazard tree based on need. **Versari** identified the consequence of leaving a huge tree on the shoreline. **McConnell** suggested that it be clarified that unless it warrants spreading disease or pests. It's not every single time or place and is project specific. She explained further that it is based on habitat value and nutrient value. Consensus to move forward.

50) The commenter addressed shoreline stabilization. Shumaker to put work into it. **McConnell** explained that this is a big section and it should be slimmed down to try and capture more in less. **Shumaker** added that this is one of the big changes from the old set of rules to the new guidelines. **McConnell** explained that it is standard procedure but after 40 years, being general no longer fits and it needs more information. Consensus for more discussion.

51) This comment addressed definitions yet to be done by Shumaker. Consensus for more discussion.

52) Mills addressed her written comment in person at tonight's meeting. She explained an interest in utilizing red urban space as urban waterfront where there's access for human use, whether that be families picnicking on the beach, paddleboarders putting their boat in, or kiters/windsurfers putting in at Bob's Beach. She shared views with the current waterfront project being frustrating. She mentioned that she wants the current plan to avoid mitigation to be done outside of red zone and could instead be done on the east side green zone, like riverside next to the railroad. Shumaker highlighted Table 6-1 on overall page 57 and asked for consideration that all shoreline restoration be included with permitted uses and the section of the table regarding such could be expanded into two rows. McConnell explained that mitigation and restoration need to be separated. Mitigation can typically be on site whereas restoration is separate, when action is taken to improve habitat or shoreline. A restoration plan is primarily intended on a voluntary fashion with some projects requiring such. McConnell further explained that public access is one of the three top primary goals of the law but it can be hard to see restoration as prohibited, or maybe even conditional. McConnell questioned how the Commission would justify that with the analysis of no net loss. Restoration is really important for old and new uses that can be creating impact so you have to have lift to that. Generally, restoration is targeted at places with degradation and more likely to be applied to urban, high use areas. McConnell stated that it is hard to blanket no restoration in the red. The shoreline access plan could help prioritize where places are best suited for access and best for restoration. In lieu of that right now, it's necessary to be delicate. May asked if there is a way to have mitigation take place in correlation with usefulness and **McConnell** explained that commercial and industrial provisions are what's required for a public project or a project on public lands when there's a requirement to maintain access and restoration. Mills shared frustration with vegetation maintenance in user areas, such as the current Port project as well as at the boat ramp, whether trees are mutilated and aren't functional for wildlife, as it was her understanding that they were addressed for habitat. Community input identifies a concern in this area, with restoration in urban. Consensus for more discussion.

53) This comment was in regards to the advisory committee and **Shumaker** expressed that all people are welcome to attend all the planning commission meetings when the committee is present. Consensus to move forward.

54) This comment was in regards to hazard tree debris removal, which will be outlined in the final SMP and will describe when it's appropriate and when it's not. Consensus for more discussion.

6. Critical Areas Ordinance Fish & Wildlife Habitat Conservation Areas, Geologically Hazardous Areas, General Provisions

Shumaker highlighted the difference between the critical areas ordinance requirements and the SMP requirements (Best Available Science vs. No Net Loss of Ecological Function). He clarified that it is not just science based but best available. Additional references to other community's review of best available science has been made available as well as an attachment from WAC that explains best available science.

Shumaker reviewed that there are 5 types of critical areas and 3 have been reviewed by the Commission so far, which leaves geological areas and habitat areas as the two to still be discussed. Of the 23 sections of the critical areas and the recommended 2 additional, a little less than half has been covered so far.

KNUDSEN noted the Yakima slides that are causing delays in the remapping. An extension has already been requested but, based on the timelines, there no more additional extensions. The recommendation from **Shumaker** and **KNUDSEN** is to submit the maps as is and independently come back to it this summer to complete an additional revision and have City Council approval then. **KNUDSEN** explained that since the existing maps are already ahead of the curve, they will likely only require minor changes. This option keeps us in compliance. There was a consensus on this action to move forward.

Shumaker explained that the permitting process/exemption process is still yet to come. He noted that the importance is to understand the rest of this and add the foundation before we get into that topic. After tonight's meeting, the Commission will be more prepared for this step at the next meeting. **Shumaker** added that the same can be said for habitat areas. He noted additional draft changes that are not at final decision yet. **Shumaker** highlighted the general provisions updating purpose/intent on overall page 85 and 86 and explained that the whole section would be removed and moved to a new section, an added section intent section which provides guidance on implementation taken from the state's model guidance and also moved something from different section into this new section. There was consensus on action to move forward.

HOY-RHODEHAMEL asked if people will have to pay a professional to this work and **Shumaker** noted page 103, where provisions moved from the habitat section and explain that one doesn't need a professional if we have the analysis on same impact on neighbor's lot. The permit can be issued based on that information without having to repeat everything. **Shumaker** also noted more text about additional information needed. As a program, he explained that this doesn't have much effect on the regulated public other than being a bit more flexible and clearer about city's involvement. **May** clarified that there was nothing added or subtraction just moved around and **Shumaker** confirmed yes. Consensus to move forward. May plans to come back with more on G as everything comes together.

Regarding nonconforming uses and legal lots of record, **Shumaker** noted that this is also in the SMP on overall page 112. It currently includes ways to reduce buffer and exempt applicants. **Shumaker** suggested pulling that from the current section and putting it with the section on exemptions. The idea is that people can find information needed more clearly. **Versari** noted that if it's move as an exception it might make it less certain in a way and he recommended leaving it as it is and wait for people to come to staff with questions and highlight this section for them. **Versari** stated that people are not going to read the ordinance, they're going to come to staff. **Shumaker** explained that it's not the people but the the qualified professional who comes in, which creates more billable hours to make change than if they found it initially. **McConnell** suggested adding a note in the exemption section that the reader should go to nonconforming. **Shumaker** addressed that there is more work to be done. No action.

Fish and wildlife habitat examples have been referenced from two other communities using best available science: Jefferson County as of 2008 and Woodinville as of 2013 and also used by Bingen a few years ago. Shumaker highlighted the current buffers are explained on overall page 78 in relation to neighboring communities. Shumaker explained that the purpose is to protect these areas and protect salmon and steelhead. Shumaker suggested retaining 125 feet for Type F streams and explained that more flexibility is possible for others. The Commission could choose to reduce the buffers down and still be within buffers for best available. May shared concern with this issue, and noted that there are many areas where this hasn't been enforced properly. He noted further that this buffer takes a lot of land out of production near streams that don't have a lot of value. The streams that are dry the majority of the year and don't have a slope can have impacts on land production. KNUDSEN asked if there is science out there that is based on the angle and degradation of the slope. Shumaker stated that it is case by case review to reduce buffers specifically for streams in area of concern. ASHLEY asked about the impact of septic systems and Shumaker confirmed that pathogens which are likely fecal are set at 150 feet and nitrogen is set at 200 feet and explained further that the environmental health dept has specific standards that apply to buffers betweens streams and septics.

Shumaker 104 B which didn't identify natural heritage species but there are and are now included within the designated fish and wildlife areas. **Shumaker** suggests moving forward with 104-106 and **McConnell** asked about ponds **May** considered that it may not be necessary to identify. Shumaker to investigate further.

Shumaker explained that 106-107 C was moved out of this area as it is already addressed somewhere else. No questions or concerns.

Shumaker explained that D was originally two tables put into one table and it focuses on riparian areas because of the quantity. There is a caveat in the footnote that these stream definitions may change as fish and wildlife designations change. **Shumaker** asked whether to keep the current buffers or reduce them. **HOY-RHODEHAMEL** asked what if people come and do the wrong thing to get what they want, as pristine streams do not get the reduction. Not ready to move forward with action and requires further discussion.

Shumaker identified further conversation for next time: The provision for legal lots of record received concerns from DOE on how it's implemented and how it's proving no impact. Shumaker considered improving or modifying to something more acceptable. In 10 years since most recent updates, the city has had 18 permits that deal with fish and wildlife (page 77 breaks this down), only half established buffer and ²/₃ received automatic legal lot of record adjustment. Shumaker explained that's applied often. Proving to the state there's no impact will be difficult. This will need to be discussed more at next meeting.

Discussion

7. Staff & Commission Reports City Emails/Packet Delivery, Sewer Value Planning, New **Pathway to Waterfront**

Shumaker reported that he is working on providing Commissioners city emails. The city is also testing out new agenda software and will be signed up for direct email through the cloud when agenda gets published. The annual fee is \$10 per email address and is currently in the works.

8. Thought of the Month

Adjournment 8:31 p.m. (2hr 31m)

Approved _____; Approved with revisions _____

Name

Date

Minutes by Claire Baylor

PLANNING COMMISSION MEETING MINUTES

Monday, May 29, 2018

6:00 PM

Planning Commission Members Present: Valerie Hoy-Rhodehamel, Karen Ashley, Chris Ford, Matthew Knudsen, Shawn Van Pelt

Excused Absence: None

Staff Present: Ben Shumaker

Community Members Present: Bernard Versari, Rick May, Mary Repar, David Bennett

Guest: None

Call to Order: 6:00 p.m.

Preliminary Matters

1. Chair Selects Public Comment Option #2

Old Business

2. Critical Areas Ordinance Review Permit Requirements, Procedures, and Fish & Wildlife Habitat Areas Protections

Shumaker explained that there were several decisions to make tonight related to the general provisions and permitting sections of the code as well as the buffers for fish & wildlife habitat areas. Next meeting will bring more changes to the fish and wildlife habitat areas and the final review of definition section. The following areas were discussed and Commission consensus was reached on whether or not to move forward with proposed actions:

Overall page 8 (numbers on the bottom left) Violation and Penalty: Suggesting a change to align with violation and penalty of the zoning code, which makes it easier on staff and streamlines updates. Consensus to move forward.

Page 9 Liability: No recommended changes. Consensus to move forward.

Page 10-17: Shumaker suggested re-organizing things so they are not lost by public review. Versari stated that he can't vote on that until all the details of what has been changed are explained and he needed more information on the details before agreeing to the format. ASHLEY stated that it seemed logical to put them all in one place and makes it a lot easier to see what's there. Shumaker clarified that this recommendation just refers to moving it into one place. Consensus to move forward.

Page 10 Impact Avoidance and Minimization: Reorganization and text changes, such as "reasonable methods" which is a change from "all attempts" and is a rewrite based on state guidance. **May** asked if there are studies that have shown where aquifers are and **Shumaker** explained that there are not. **Repar** asked the group to consider what's "reasonable", as it may

change by individual perception. Repar suggested that "reasonable" needs a definition and needs to be based on something such as "best available science". May noted that there is probably a simple definition that can make everyone happy. ASHLEY suggested using the same definition that's used in a court of law. Shumaker explained that, if there's an issue with a word like "reasonable", one would go to common usage in the dictionary so by not defining it we default to that definition. ASHLEY stated that the common usage definition should then included. Consensus to move forward with "reasonable" defined.

Page 10 Exemptions: Content change suggested treat the exemption process as a full exemption and no longer include a \$25 fee and review. Proposed exemptions include 7 of those already listed (recreation uses as one example). FORD suggested to remove hunting from the list as one is not supposed to be doing that anyway and it's covered under other statutes. Consensus to remove hunting and move forward.

Page 12-15 Expedited Reviews: Shumaker suggested renaming the "written determination of exemption" process as "expedited review" and including 7 of the currently listed activities (vegetation removal as one example) in this area. Versari shared that leaving a tree dead in its location along the shoreline is not optimal and states it will cause more problems than anything else. ASHLEY explained that a down tree is still a habitat and can be good for overall habitat. Versari stated that it takes space from people wanting to walk on the river. Bennett reported that the Gorge Commission requires that it stays in place. Versari explained that Stevenson is one of the cities that can make those decisions outside the commission and he does not view this practice as practical. **Repar** noted that even though it's urban designation it doesn't mean the science behind it is bad. Shumaker explained that part of the expedited review is that if one completes things listed then they can take down the tree but, if they want to remove it, they would need recommendation from the biologist. Shumaker explained further that it is not prohibited but it follows a different structure outside of this section. May suggested finding middle ground where the tree remains in the area but is moved off trails or user areas. Shumaker stated that the group can legislate the middle ground or we can say best available science can dictate. FORD asked if the issue was in regards to safety and Versari explained it was due to safety, erosion, pests, etc. **KNUDSEN** noted that is then a different process and is not expedited review. Bennett suggested that there is a vehicle available to deal with this issue already without having to complicate it further. Shumaker explained that one can build a home within a critical area but its not within this expedited sections, as an example that things are available which are not spelled out in this section. KNUDSEN confirmend that some content in this section will need to change to align with the Shoreline Master Program (SMP). Shumaker went on to suggest that Emergencies may be listed in a category of its own if the group thinks it doesn't fit where it is. Repar asked how the PUD files a memoranda with the city and Shumaker explained that, currently, they are doing so with Public Works and then the city will reach out. Shumaker noted that general utility in this comment is not under emergencies. Shumaker asked if anything from this list should be considered for exemption from expedited permit or just a regular permit. May asked if "expedited" was a new word that means a new thing and Shumaker confirmed yes, as outlined on overall page 31 Permit Processing. Shumaker explained that there was an add to language here for expedited permits, explaining that if the city fails to act in 7 days, it can be treated as a go-ahead. May shared concern with ivy removal and regulations that the public should know but might oversee without reading this new document. Shumaker explained that by

having a catch-all, it ends up being a regulatory tool for enforcement. Those that know and comply is a great thing but it's often a reactive tool. Consensus to move forward. Shumaker noted with understanding that as changes are made to the SMP, some things may change here as well.

Page 15 Exceptions: Versari noted that nonconforming use, lots of records and reasonable use allowance were all previously within different sections and he recommended removing the word "reasonable" to not confuse the three processes. ASHLEY stated that "reasonable" needs to stay as it is a good term for this description. Shumaker explained that this language was taken from the purpose and intent from the state's reasonable use of private property and was copy and pasted from this section. Versari stated that it can be left as is but it could be more clear on the process. Shumaker asked for consensus on whether the nonconforming uses change which clarifies that the application is filed within a year is acceptable and **ASHLEY** noted it is pretty standard. Consensus to move forward.

Shumaker then noted the legal lot of record process and explained that he looked into this because DOE suggested it doesn't pass best available science and Fish and Wildlife said if it doesn't apply to a lot it may be reasonable but if it does apply there will be impact. The impact is $\frac{2}{3}$ of the critical area permits for development have been next to riparian areas and, at the time, were using the application. Shumaker noted the bottom of table on page 6 which indicates 9 permits were issued, of those 6 established a buffer, of those 4 were granted allowance right off the bat. Shumaker further explained that it is not clear whether this meets best available science when it's automatically granted and proposed changes to make sure this provision is still available but limits potential impacts. The change still grants 50% allowance but requires compliance with the buffer standards applicable to all buffers (demarcation as one example) to happen. There are changes proposed to make sure zoning variances are considered in addition to the adjustment. Shumaker explained that this looks at the variance process and one would have to demonstrate to the Board of Adjustments that the request is the least necessary, which could be 75% of setback, etc. Versari asked why 50% was removed and Shumaker noted concern with individuals being able to support that in front of Board of Adjustments as it places limitation of how much variance happens. Shumaker explained further that it requires more of an applicant but it then opens the door to greater flexibility, as the avenue is the same but removes one barrier. FORD asked how many cases have gone in front of Board and Shumaker noted that, in this case, none. Shumaker then noted the section on Degraded Areas and explained that they would have to be restored by qualified professional to get this. May asked how it is determined whether this is needed or not and Shumaker explained that exceptions are exceptions to the regulations but still require the general process. Consensus to move forward.

Page 16 Reasonable Use Allowance: Change noted in regards to additional text about the state's model code. Before, the owner would jump into the application process and this adds the city's ability to pick things up and pay for projects. Consensus to move forward.

Page 20-29 Critical Areas Permit: The application form has been updated and included to provide an idea of what this change means and looks like. Previously, the application had a long list of requirements describing what needed to be done for different types of critical area reports and now it is a shorter list of what's on the front page of the application and references the need to provide necessary permits later. The application form has now decreased in pages from 6 to 2,

to be friendlier for applicants. Previously, the city didn't have the code online and now the qualified professional can go online to get that information. Versari asked why the applicant has to pay a fee numerous times and why the city does not pay for that cost and Shumaker noted page 21, which indicates that this is the process already in place previously. ASHLEY asked why the city should pay for it and May agreed that he has been down this road personally and he was the owner who should have paid for it. KNUDSEN noted that it's the city who wants a second opinion so it would be best to then provide better guidance for what the initial expert needs to provide to avoid this extra step and extra fee. Shumaker clarified that the first party is the applicant and their agent and the second party is the city. From city standpoint, we want applicants to make sure their chosen agent gets this right the first time and produces something that passes the test. Shumaker explained further that a list of qualified professionals is provided to the applicant. VAN PELT noted that the city, by suggesting additional review, is then provided information, paid by the applicant, that the city to use for their own interest and he suggested the parties split the cost. Shumaker explained that this change can be pitched to City Council if the Commission deems necessary. May explained that the city's ability to have questions is to protect the quality of the report. KNUDSEN suggested that, if this has only happen once, then there's really nothing for the city to lose if that fairness aspect is included. Shumaker explained the three ways to move forward: 1. As a group, decide that the third party review is the cost of applicant (current procedure); 2. The third party should be split or some other distribution; 3. Build it in with a statement that the City Council shall determine with resolution, as with fees, the ability to adjust with more fluidity if it becomes a problem. **ASHLEY** stated that the first party should do their research and due diligence in finding an agent that can get it right the first time. KNUDSEN suggested expanding on the definition to explain what is an expert or to go forward with cost splitting. Shumaker clarified that the third party review is a review of the report provided by the agent and is not a new delineation. It would go through methodology used and the information included. FORD expressed that the city doesn't have an obligation to the developer, major or single family home developer, and that's up to the applicant with the plan. VAN PELT stated that it's not a concern of paying for third party but it's the concern that the application will get all the way through process, money and time, and just because someone doesn't like the report you have to spend more money to redo what you already did. **KNUDSEN** added that it's not about putting it back on the city taxpayers but the intent is to do it right the first time or share it. Bennett stated that he would prefer to see a legitimate explanation of why its needs to be readdressed, noting a fair balance, as this issue could snowball into a bigger problem. ASHLEY clarified that it's not redoing what's already been done but it a review of what's already been done. KNUDSEN noted that it's still an added expense. VAN **PELT** added that there is no guarantee that third party review is the end of the process. ASHLEY stated that this is not the obligation of the taxpayers. KNUDSEN asked for a middle ground. Shumaker suggested adding a clause on findings which could make it an appealable decision when the city decides to go to third party and then that decision could be appealed. Shumaker explained further that it makes it a bigger process but could become a check and balance. Appeals under this code are dealt with by the Board of Adjustment and those appeals are free. ASHLEY stated that such a clause sounds reasonable. KNUDSEN agreed to the middle ground. Bennett suggested adding a declaration in the application that explains issues overlooked by the expert/agent could be an added expensive on the applicant. Then they'll work hard to get a thorough report and it takes it off the city's back. Shumaker to include appeals clause. Consensus to move forward with clause.

Page 30 Review and Approval: Described what was changed in the document, including a process for expedited review which says if an applicant is denied and they return with another full application, then the fee is applied to the new application. Changed "critical areas administrator" as it's a duty not a position. The City Council decision on whether to just buy a property was added as a step to the Reasonable Use Allowance process. The burden of proof was something in the model code that needed to be added here as well. Consensus to move forward.

Page 32-38 Habitat Conservation Areas: Previously, ponds had been inadvertently left out but has now been added. The table which identifies base buffer widths shows formatting changes and a change to widths to consider and a process to further reduce streams (nonfishbearing, seasonable). Fishbearing has been changed from 75 to 50 feet, which is in line with most of the functions of available science explained in the memo. The 50 foot currently required for non fish bearing/seasonable can be reduced as long as it doesn't affect stabilization. Shumaker explained further that, through the shoreline process, it talks about net effect, which is cumulative effect. **Repar** highlighted critical areas and the value to complete cumulative review once a baseline has been established so, in review every eight years, it can be determined whether improve or deterioration has been showed based on the baseline. Shumaker explained that this has a different standard and HOY-RHODEHAMEL explained that such a practice is not a requirement for this particular program. May asked why are we talking about 50 foot buffers on nonfishbearing instead of 25 or 35 and Shumaker explained that it's based off of best available science, primarily the review conducted by Woodinville. The standard at 50 can be reduced up to 15 feet, based on study, which means a reduction to 35 is still in range. May states that there's no reason to have it at 50 because the science we've reviewed shows buffers at is 35 feet and under. May asked if it's necessary to require a geotech survey for every stream we know should only be at 35 and Shumaker noted it could be changed allow the habitat professional to make that decision if they are willing. ASHLEY disagreed stating that was outside of their expertise. KNUDSEN noted, based on best available science, that 33 to 98 is the foot range and 50 is a good middle point. **Repar** noted that the buffers serve a geological purpose and the streams in question could be running for 6-7 months out of the year. HOY-RHODEHAMEL stated that run off can also run pretty big. KNUDSEN explained that, given soil types in Stevenson, conservative might be better. More review of buffer standards will be addressed at the next meeting. Consensus to move forward up to F, with potentially reviewing E again later.

Status report: **Shumaker** explained that what still remains for review are definitions, fish and wildlife habitat areas, final discussions/decisions on bondings, as well as pages 55, 57, 59, 60, which are all sort of related and might need final action.

Adjournment 7:54 p.m. (1hr 54m)

Approved _____; Approved with revisions _____

Name

Date

Minutes by Claire Baylor

CITY OF STEVENSON PROFESSIONAL SERVICE CONTRACT MONTHLY REPORT and INVOICE

Contractor: Reporting Period:	Skamania Cou May 2018	unty Chamber of Commerce
Amount Due:	\$ 7,500.00 720.00 <u>5,242.03</u> \$ 13,462.03	Monthly Contract Amount Promotional Projects Management Time Monthly Reimbursables
		• • • • •

VISITOR STATISTICS	Stevenson Office
Walk-In Visitors:	523
Telephone Calls:	52
E-Mails:	19
Business Referrals:	1,592
Tracked Overnight Stays:	146
Mailings (student, relocation, visitor, letters):	20
Large Quantity Mailings (guides, brochures, etc.)	1,712
Chamber Website Pageviews	3,934
COS Website Pageviews	9,407

CHAMBER BUSINESS

Chamber Board Meeting: The May Board meeting included discussion about IT services, upcoming events, impending increase in visitation and local effects, executive direction transition, etc.

Chamber Membership: We had 22 renewals in May.

"Columbia Currents" Monthly Electronic Newsletter: The May 2018 issue was deployed on Tuesday, May 1 to over 1,000 recipients. Individuals continue to sign up for the e-newsletter via the website.

"Under Currents" Weekly E-Blast: The e-blast, consisting of three sections – Activities & Events, Announcements and Updates and New Members - is delivered weekly on Thursday afternoons.

"Chamber Break" Morning Networking Session: There was no May Chamber Break due to the lack of a host.

Chamber Happy Hour: The May Happy Hour was replaced by an Open House at Cape Horn Estate Event Center in Skamania. The new owners invited people to visit their remodeled facilities and enjoy dinner.

Chamber Facebook Page: Posting updates several times per week including sharing of member events and activities. Currently at 1,520 followers. Create new posting for each new member.

Chamber Marketing, Projects, Action Items:

- Submitted 2018 events to Sipping Guide in summer issue of The Gorge Magazine.
- Participated in tour of Wind River Business Park, organized by the Port of Skamania County.
- Proofed and edit 2018 GorgeGrass flyer.
- Submitted Chamber ad and WET bus ad for publication in Columbian's Destination NW section.
- Negotiated with Radcomp Technologies for IT service contract. Distributed message to membership promoting discount for new Radcomp customers as benefit of membership.
- Created 50 visitor packets for car show organizer.
- Attended Emergency Preparedness workshop.
- Composed Skamania County Facebook post for distribution on ScenicWA page.
- Outpost preparations including:
 - Delivery of water cooler and portable toilet
 - Painting of floor
 - Registration of cell phone to use as hotspot
 - o General cleaning and set-up
 - Planting of flower pots
 - Opened for season
- Created 100 registration packets for Teardrop Trailer gathering at Skamania County Fairgrounds.
- Submitted 2017 Economic Census to US Department of Commerce.
- Renewed ads on Skamania Fun Map for Chamber and WET bus. Revised WET bus ad.

COUNTY ORGANIZATIONAL & PROMOTIONAL SUPPORT

Event Promotion/Assistance:

- All Stevenson Events
- Gorge Blues & Brews Festival
- GorgeGrass
- Skamania County Fair
- Bigfoot Bash at Logtoberfest

LOCAL/REGIONAL/STATE MEETINGS AND PROJECTS:

Wind River Business Association (WRBA): Continue to serve as treasurer for WRBA – pay monthly bills and reconcile bank statements. Did not attend monthly meeting due to schedule conflict. Other WRBA activity included:

- Revised Logtoberfest sponsorship forms.
- Requested letter from CEKC describing partnership with WRBA to open checking account (two messages and composed letter stating such).

Stevenson Business Association (SBA): Composed and distributed agenda for SBA meeting. Discussion items include Stevenson Downtown Association news, Gorge Blues & Brews Festival updates, business updates, etc.

Stevenson Downtown Association (SDA): Attended second session of SDA Strategic Planning workshop. Discussed long-range plans for Stevenson in conjunction with Main Street tenets.

Columbia Gorge Tourism Alliance (CGTA):

- Serve as treasurer paying bills, reconciling bank statements, completing treasurer reports.
- RARE Placement: Supervising RARE member's daily activities. Participated in RARE check-in with Travel Oregon and University of Oregon staff.
- Gorge Tourism Alliance:
 - Attended monthly MAT meeting by phone.
 - Participated in CGTA Summit planning meeting by ZOOM.
 - o Assisted with press release describing CGTA partnership launch.
 - Attended bi-monthly CGTA meeting.
 - Managing CGTA Facebook page. Currently at 2867 followers.

Columbia River Gorge Commission Economic Vitality Working Group: Invited to represent regional tourism perspective on this committee convened to provide input to CGRC staff on the Management Plan's content and the needs for updates. Attended second meeting.

Washington State Destination Marketing Organization: Attended quarterly WSDMO board meeting, by phone.

(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:

- Worked with 1889 Magazine designer to re-size display ad for June/July issue.
- Delivered summer event diebond signs to Oregon Blueprint in Portland for date changes and picked up when job was complete.
- Finalized t-shirt design.
- Composed articles for seasonal Tracker electronic newsletter and provided to Sasquatch for deployment.
- Sent message to businesses participating in Dog Mountain shuttle promo to ensure staff is aware of discounts.
- Working with technicians to repair weather station and cameras for COS website. Ordered new camera for downtown image (installed on top of Courthouse).
- Gorge Blues & Brews Festival planning including, but not limited to:
 - Met with KOIN Digital Sales representative to discuss GBBF promotion.
 - \circ $\;$ Worked with Bi-Coastal Radio and taped GBBF radio commercials.
 - Composed and distributed press release.

- Placed GBBF ads in regional Entertainer (Tri-Cities), Cascade Bluesletter, Inland Empire Blues newsletter, Washington Blues Society newsletter and arranged Tri-Cities radio campaign.
- Placed GBBF ads in regional papers including Pioneer, Camas-Washougal Post Record, White Salmon Enterprise, Goldendale Sentinel, Hood River News and The Dalles Chronicle.
- o Received event glassware and secured storage at fairgrounds.
- Ordered new sponsor banner.
- o Ordered refrigeration, security, ice delivery, portable toilets, dumpsters and ATM.
- Updating event Facebook page, currently at 4208 followers.
- Posted updates and announcements on Stevenson Facebook page. Currently at 3232 fans.

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS REIMBURSABLES

Program 1	Stevenson Street Enhancement		
P1B	Kiosk – Diebond	\$	504.00
P1C	Kiosk – Diebond Maintenance		135.16
Program 2	Promotional Products and Projects		
P2-D1	Website	1	,831.87
P2-D2	Marketing	2	2,601.00
Program 3	Stevenson Business Association Events		
P3A	Gorge Blues & Brews Festival		170.00
		\$ 5	5,242.03

2018 CITY OF STEVENSON PROMOTIONAL PROGRAMS MANAGEMENT TIME

P1B Kiosk –	son Street Enhancement Diebond ional Products and Projects	2 hours	\$ 60.00
P2-D1 Website P2-D2 Marketi	•	5 hours 4 hours	150.00 120.00
•	Blues & Brews Festival	13 hours	390.00
		24 hours	\$ 720.00

A/P Check Register

P C	iscal: : 2018 Period: : 2018 - Jun Council Date: : All			
	ank Account: General Checkin System Types: : FinancialsCheo			
	endor Name			A ma e u má
	&J Select	Account Description Fire Supplies		Amount \$16.77
72030 Ad	aj Seleci	Fire Supplies FD II		\$16.77
			Check Total:	\$33.54
12539 Ar	ramark Uniform Services	Household Supplies/Repairs	Oneok Total.	\$12.92
71		Repairs/Supplies Contracted		\$124.63
			Check Total:	\$137.55
12540 Av	vista Utilities	Electricity		\$58.27
		Fire Hall Heat And Lights		\$14.98
		Heat & Lights		\$22.52
		5	Check Total:	\$95.77
12541 Ba	arkdusters	Parks Supplies		\$4,886.35
12542 BS	SK AddyLab,LLC	Sewer Operations Testing		\$135.00
12543 Ca	ascade Columbia Distribution	Chemicals Plant		\$1,257.82
	enturyLink	Central Services Telephone		\$191.65
		Fire Telephone		\$105.12
		Sewer Telephone		\$103.15
		Water Telephone		\$47.99
			Check Total:	\$447.91
12545 Ce	enturylink Comm Inc	Central Services Telephone		\$67.75
		Fire Telephone		\$0.30
		Sewer Telephone		\$4.35
		Water Telephone		\$0.79
		Dues And Marsharship Can	Check Total:	\$73.19
	GTA c/o Skamania County hamber	Dues And Membership - Gene	eral Govi	\$500.00
	H2MHILL OMI	Operations Contract (OMI)		\$10,829.17
	hevron & Texaco Card Service	Fire Truck Fuel		\$46.63
		Fire Truck Fuel FDII		\$52.17
		Gas and Oil		\$1,605.94
			Check Total:	\$1,704.74
12549 Ci	ity of Stevenson	City Hall Water/Sewer		\$69.31
12550 CM	M & WO Sheppard, Inc.	Parks Supplies		\$53.86
	olumbia Gorge Interpretive Center			\$23,774.25
	olumbia Hardware, Inc.	Fire Supplies		\$43.61
		Household Supplies/Repairs		\$16.28
		Operating Supplies		\$177.03
		Parks Supplies		\$363.50
		Repair-Contracted Labor		\$43.61
		Supplies		\$56.98
0550			Check Total:	\$701.01
	olumbia River Disposal	Litter Clean-Up		\$227.98
	onsolidated Supply Co.	Operating Supplies		\$3,228.92
12555 De	epartment of Natural Resources	Fire Supplies		\$1,225.56
		Fire Supplies FD II	Check Total:	\$1,225.56
				\$2,451.12

Execution Time: 34 second(s)

Printed by COS\Carla on 6/19/2018 3:43:10 PM City of Stevenson - Register - by Account Description Report

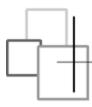
Page 1 of 3

Number	Vendor Name	Account Description	Amount
12556	Discover Your Northwest	Discover Your Northwest	\$3,100.61
12557	Dj's Repair & Rental	Fire Equipment Repair	\$25.80
12558	Gregory S Cheney PLLC	Indigent Defense	\$622.50
12559	Insta-Pipe, Inc.	Repair (Contract Serv) T&D	\$46,433.83
12560	Jacobs' Services Inc.	Custodial Services	\$250.00
12561	Karl Russell	Travel	\$192.00
12562	Keystone Contracting, Inc	Contracted Labor	\$2,477.10
12563	Lance D. Fitzjarrald	Indigent Defense	\$518.40
12564	Les Schwab Tire Center	Fire Equipment Repair	\$1,134.11
12565	Municipal Code Corp	Ordinance Codification	\$245.00
12566	Munsen Paving LLC	Supplies	\$712.64
12567	NAPA Auto Parts	Repairs/Supplies Contracted	\$196.85
12568	Northern Safety Co., Inc.	Repairs/Supplies Contracted	\$157.17
12569	Office of State Treasurer - Cash Mgmt Division	Agency Disbursement - Court	\$972.66
		Agency Remittances - State Bldg Code Check Total:	\$18.00 \$990.66
12570	One Call Concepts, Inc.	Dues & Membership/Filing Fees	\$12.84
12571	Petty Cash	Household Supplies/Repairs	\$10.00
	,	Miscellaneous - Postage	\$25.96
		Office Supplies	\$41.50
		Office Supplies & Postage	\$78.61
		Office Supplies and Postage	\$78.61
		Check Total:	\$234.68
12572	PUD No 1 of Skamania County	Electricity	\$1,353.82
12012		Heat & Lights	\$67.67
		Check Total:	\$1,421.49
12573	Pumptech, Inc.	Maintenance Supplies	\$6,134.49
12574	QCL, Inc.	Medical Physicals-Required	\$32.96
12575	Radcomp Technologies	Computer Services	\$23.69
12070	Radcomp recimologies	Computer Services/Repair	\$242.42
		Office Equip Repair& Maintenance	\$123.69
		Check Total:	\$389.80
12576	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$587.95
12576	Ricoh USA, Inc	Office Equip Repair& Maintenance	\$46.41
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12578	Scott Anderson	Travel/Lodging Council	\$93.14
12579	Sea-Western Inc	Fire Supplies	\$509.96
12580	Skamania County Chamber of Commerce	Consultant Services, Chamber	\$7,500.00
		SBA Consultant Services	\$5,962.03
		Check Total:	\$13,462.03
12581	Skamania County Department of Public Works	Contracted Labor	\$1,077.26
12582	Skamania County Economic Development	EDC Assessment	\$4,972.50
12583	Skamania County Pioneer	Legislative Publishing	\$566.28
12584	Skamania County Prosecutor	Prosecuting Attorney County Contract	\$1,333.00
12585	Skamania County Sheriff	Jail Services	\$4,010.00
12586	Skamania County Treasurer	Agency Disbursement - Court	\$15.42
		Litter Clean-Up	\$106.20
		Municipal Court Contract	\$1,667.00
		Police Services	\$13,613.00
		Check Total:	\$15,401.62
12587	Staples -Dept 11-05417944	Office Supplies	\$101.23
	· ·	Small Tools/Minor Equipment	\$154.75
		Check Total:	\$255.98

City of Stevenson - Register - by Account Description Report

Number	Vendor Name	Account Description	Amount	
12588	Stevenson Downtown Association	Main St Program Coordinator (SBA)	\$2,500.00	
12589	Stevenson-Carson School District	Community Pool Support	\$1,666.67	
12590	Team Electric Company	Repair-Contracted Labor	\$1,742.59	
12591	Tribeca Transport LLC	Solids Hauling & Disposal	\$2,485.18	
12592	US Bank	Fire Department Training	\$51.77	
		Fire Supplies	\$6.00	
		Fire Supplies FD II	\$6.00	
		Fire Training FD II	\$51.78	
		Office Supplies	\$196.90	
		Repairs/Supplies Contracted	\$560.02	
		Small Tools/Minor Equipment	\$44.67	
		Travel	\$465.40	
		Travel/Lodging Council	\$415.52	
		Value Planning Hosting Costs	\$607.48	
		Website - General Fund	\$20.00	
		Check Total:	\$2,425.54	
12593	US Bank Safekeeping	Fiduciary Fees/VISA	\$68.00	
12594	USA Bluebook	Operating Supplies	\$1,094.15	
12595	Verizon Wireless	Building Department Telephone	\$56.16	
		Sewer Telephone	\$15.63	
		Water Telephone	\$15.64	
		Check Total:	\$87.43	
12596	Wallis Engineering, PLLC	WW Sampling Professional Services	\$4,844.12	
12597	Walter E. Nelson, CO	Parks Supplies	\$192.02	
12598	Waste Connections Vancouver District 2010	Office Supplies	\$4.72	
12599	Wastewater Solutions Inc	Operations Contract (OMI)	\$13,400.00	
12600	Wave Broadband	Central Services Telephone	\$75.00	
12601	Woodrich, Kenneth B PC	Advisory Board Services	\$1,644.50	
061804ACH	InvoiceCloud	EBPP Fees General Fund	\$5.34	
		EBPP Fees Sewer	\$100.70	
		EBPP Fees Water	\$100.71	
		Check Total:	\$206.75	
061805ACH	USDA Rural Development	Sewer Outfall - USDA RDA Interest	\$5,782.92	
		Sewer Outfall - USDA RDA Principal	\$10,552.08	
		Check Total:	\$16,335.00	
061806ACH	Department of Revenue	Household Supplies/Repairs	\$6.51	
		Sewer Taxes	\$1,324.56	
		Water Taxes	\$2,605.48	
		Check Total:	\$3,936.55	
Grand Total \$210,				

Total Accounts Payable for Checks #12538 Through #061806ACH



Fund Transaction Summary

Transaction Type: Invoice Fiscal: 2018 - Jun - Jun 2018 System Types: Cash Management, Financials, Resources, Utility Billing

Fund Number	Description	Amount
001	General Fund	\$44,890.74
100	Street Fund	\$4,671.08
103	Tourism Promo & Develop Fund	\$42,847.66
310	Wastewater System Upgrades	\$607.48
400	Water/Sewer Fund	\$115,141.30
500	Equipment Service Fund	\$2,756.51
	Count: 6	\$210,914.77