#### AGENDA CITY OF STEVENSON COUNCIL MEETING January 16, 2025 6:00 PM, City Hall and Remote

Call-in numbers 253-215-8782, 669-900-6833, 346-248-7799, 312-626-6799, 929-205-6099 or 301-715-8592, Meeting ID 889 7550 7011, Zoom link <u>https://us02web.zoom.us/j/88975507011</u> or via YouTube at <u>https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjJvA/</u>

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

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

**2. 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. Please submit written comments to City Hall in person at 7121 E. Loop Rd, via mail to PO Box 371, Stevenson, WA 98648 or via email to leana@ci.stevenson.wa.us by noon the day of the meeting for inclusion in the council packet.]

a) \*Comment from Mitch Patton on 12/06/2024

**3. 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].

**4. 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) \*Approve Resolution 2025-\_\_\_\_ Personnel Policy Update Interim City Administrator Ben Shumaker presents a resolution revising the personnel policy for council consideration.
- b) Approve 2025 Tourism Funding Award Contracts in the amount of \$575,035 City Clerk/Treasurer Anders Sorestad presents the contracts for Tourism funding approved at the November 21st council meeting for council approval for a total amount of \$575,035.
- **<u>c</u>**) **\*Minutes** of December 19th, 2024 Regular Council Meeting are presented for approval.

- d) \*Liquor License Renewal Backwoods Brewing Company
- e) \*Approve Resolution Authorizing Road Closure Public Works Director Carolyn Sourek presents the resolution regarding temporary road closure for private utility connections on Upper School Street.

MOTION: To approve resolution authorizing the temporary closure of a road to ensure public safety.

- f) \*Utility Billing Adjustment: The Council is asked to authorize an adjustment for the account at Meter No. 14601. Service to the account was locked off for approximately 1 month in Summer 2024. Despite repeated attempts from the customer over the course of the month, service was not promptly restored. There is no policy to guide action during such situations. Council is asked to authorize removing 1-month from the customer's account (\$167.74) to cover the time when service was deprived.
- **g)** \*Letter of Support: Washington State Parks has requested the City Council authorize a letter of support to secure funding for a highway improvement at Beacon Rock State Park. The project description and draft letter is available for authorization.

MOTION: To approve consent agenda items a-g.

#### 6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) Stevenson-Carson School District 303 - Superintendent Ingrid Colvard will share information on district activities.

#### **5. SHERIFF'S OFFICE REPORT:**

a) Sheriff's Report - The Skamania County Sheriff's report for activity within Stevenson city limits for the prior month is presented for council review.

#### 7. SITUATION UPDATES:

#### 8. UNFINISHED BUSINESS:

- a) **3-Party Interlocal Agreement, Probation Services** Skamania County Prosecutor Adam Kick is present to discuss the request presented at the December 19th from Skamania County to the cities of North Bonneville and Stevenson related to probation services. The agreement commits the City of Stevenson to pay \$1000/month in 2025.
- **\*Fire Strategic Reserve** Mayor Scott Anderson initiates a discussion about the Fire Department Strategic Reserve Fund. This follows a discussion of an amendment that had been proposed to the 2024 budget at the December 2024 meeting.

#### 9. COUNCIL BUSINESS:

a) Approve Committee Appointments - Mayor Scott Anderson presents the attached 2025 draft committee and board appointments for council discussion and approval.

MOTION: To approve the committee appointments with changes as discussed.

#### **10. INFORMATION ITEMS:**

- a) \*Contracts Awarded Administratively The report on contracts, purchases, and change orders over \$10,000 approved administratively over the past month is attached.
- **b) Chamber of Commerce Report** The report presented describes some of the activities conducted by Skamania County Chamber of Commerce in the prior month.
- **<u>c</u>**) **Financial Report** The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review.
- d) Housing Programs Report The report for the prior month on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.
- e) Planning Commission Minutes Minutes are attached from the Planning Commission meeting for the prior month.

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

- a) \*Ray Broughton, Fire Chief
- b) Ben Shumaker, Community Development Director
- c) Carolyn Sourek, Public Works Director
- d) Ben Shumaker, Interim City Administrator
- **12. VOUCHER APPROVAL:** Vouchers will be presented prior to the meeting for council review.
- a) \*December 2024 payroll, 13th Month December 2024 and January 2025 AP checks have been audited and are presented for approval. December payroll checks 18246 thru 18275 and 18335 total \$148,395.95 which includes EFT payments. 13th Month December 2024 AP checks 18336 thru 18383 total \$527,273.02, which includes EFT payments. January 2025 AP checks 18384 thru 18399 total \$228,554.76, which includes EFT payments. The AP check registers with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

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

**14. 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.]

**15. ADDITIONAL PUBLIC COMMENT:** [This is an opportunity for members of the audience to address the Council for items discussed at the meeting.]

**16. ADJOURNMENT** - Mayor will adjourn the meeting.

UPCOMING MEETINGS AND EVENTS:

-EnterEventHere -EnterEventHere January 16, 2025

Dear Council Members,

I am writing to as a resident of the City of Stevenson to express my deep concern regarding the recent decision to discontinue the practice of rolling over unspent Fire Operations budget into the Fire Reserves fund. This decision has significant implications for the fire department's ability to plan for essential equipment replacements and future projects.

As you are aware, the fire department has been responsibly planning for large replacement purchases, including critical equipment such as:

1. Breathing apparatus: \$10,000+ per unit (Department has 20 units)

2. Fire turnout gear: \$4,450 per set

3. Fire engine replacement: estimated cost \$1.2 million (current fire engine is due for replacement in 2026)

The Fire Reserves fund has been instrumental in allowing the department to set aside funds for these purposes. The decision to discontinue the rollover of unspent funds into the Fire Reserves fund will severely impact the department's ability to replace essential equipment and plan for future projects.

This may force the department to rely on debt loading, which could have long-term financial implications for the city. I urge you to reconsider this decision and allow the fire department to continue setting aside funds for essential equipment replacements and future projects.

I urge you to immediately amend the 2025 budget to include rolling over \$10,000 dollars for breathing apparatus replacement planning and \$10,000 for fire turnouts replacement planning from the 2024 Fire Operations budget to the 2025 Fire Reserves Fund. This will ensure that replacement plans are not interrupted. Furthermore, I request that you consider the following:

1. The fire department's history of responsible financial planning and management.

2. The importance of replacing critical equipment to ensure the safety of our firefighters and community.

3. The potential long-term financial implications of debt loading for essential equipment replacements and future projects.

Sincerely,

Rob Farris, Resident Stevenson, WA



# *City of Stevenson* Administrator's Office

(509)427-5970

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

TO:	City Council
FROM:	Ben Shumaker, Interim City Administrator
DATE:	January 16, 2025
SUBJECT:	Personnel Policy Modifications

#### **Introduction**

Attached is a proposal to amend the City's Personnel Policy. The proposed changes advance the City Council's Strategic priorities related to Financial Health, Governance, Internal Processes, and Quality Infrastructure. Staff recommends adoption of the changes, either on this, the first, touch or on a second touch in February.



#### Scope of Changes

The proposed changes appear on:

- The Front Cover. This will reflect the actual meeting date when modifications are adopted.
- Pages 2-5. No change is shown in this draft, however the Table of Contents will be updated to reflect any changes made.
- Page 9. Change for gender neutrality.
- Page 13. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 14. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 15. Change for consistency of language "trial" instead of "probation" period. Typographical change eliminates redundantly keyed space(s).
- Page 16. Change to nepotism policy reflects past actions taken by the City while providing greater clarity for any future actions. The policy is based on examples from other communities.
- Page 18. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 19. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 22. Change establishes a decisionmaker approving increases, provides for mathematical consistency across different types of compensation incentives/increases. Change also provides greater access to increased compensation for employees seeking certifications beyond the minimum requirement. The current limitation of one compensation increase per year is removed. The maximum total increase is retained. Typographical change eliminates redundantly keyed space(s).
- Page 23. Change provides for mathematical consistency across different types of compensation incentives/increases.
- Page 29. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 31. Change officially incorporates a benefit already offered to employees by the City.
- Page 32. Change addresses a gap and incorporates how the policy has been implemented. Typographical change eliminating redundantly keyed space(s).

- Page 33. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 34. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 39. Change for gender neutrality.
- Page 41. Change for gender neutrality.
- Page 42. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 43. Change for gender neutrality. Typographical change adds dashes instead of space(s).
- Page 44. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 45. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 48. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 50. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 55. Change for gender neutrality. Typographical change adds a paragraph break and eliminates redundantly keyed space(s).
- Page 56. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 58. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 60. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).
- Page 84. Change reduces the Public Works Director's required certifications. Instead of Wastewater
  Treatment Plant Operator I (6 months) and II (5 years), Wastewater Treatment Plant Operator in Training
  (6 months) is required. Study/testing is the same for WWTP Operator I and WWTP OIT. Operation of the
  Wastewater Treatment Plant is not a listed job duty. Time demands of the required duties of the position
  do not permit the Public Works Director to devote the operational time required for full WWTPO I and II
  certification. Certification requires the operator in charge (the Wastewater Operator II) to vouch for the
  Public Works Director. This places the subordinate employee in a compromised position. Typographical
  change eliminates redundantly keyed space(s).
- Page 132. Change for gender neutrality. Typographical change eliminates redundantly keyed space(s).

The changes are all tracked using the functions of our word processing software. These functions use <u>red</u> <u>underlining</u> to indicate new text and <del>red strikethrough</del> to indicate deleted text.

#### **Strategic Priorities**

Please refer to Attachment 1 for a staff assessment of how these changes advance the Council's adopted Strategic Priorities.

Prepared by,

Ben Shumaker Interim City Administrator

Attachments:

- Strategic Priority Assessment
- Draft Resolution & Redline Policy

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#### Personnel Policy (01/2025)

Internal Processes

Governance

- Description
- Existing Condition
- Problem

The Personnel Policy a) uses gender-based language, b) uses inconsistent terminology and mathematical procedures, c) limits employee growth, d) doesn't align with past personnel-related actions taken by the City, and e) places unreasonable expectations on one position. If these issues are not addressed, they will hinder the City's ability to recruit and retain qualified employees.

a) Gender-based lanuage is not known to have impacted existing or prospective personnel. The change preempts such impacts.

- Null Scenario b) Inconsistent terminology and mathematical procedures militate against consistent application of the policies. The change completes a shift from "probation" to "trial" for new employees. The change also ensure incentives and out-of-class pay increases are calculated similarly.

- Potential Solution

c) Limiting incentive pay to 1 increase per year deprives employees of incentives to grow and deprives the City of the knowledge the employee may otherwise gain if the certification were pursued. The limitation is removed. To ensure some cost control after the removal, instead of being automatic, the decision on whether to grant incentive pay increase is vested in the City Administrator.

d) The nepotism policy currently states family members may not be employed within the same City department. Past interpretation of this separated, within the Public Works Department, Waste Water Treatment as a division separate from the other Public Works Divisions. This allowed the City to hire and retain well qualified employees. The proposed changes is taken from other communities and ensure the employment of family members is possible so long as it is not counter to the needs of the City at-large. e) The Public Works Director position requires Wastewater Treatment Plant certifications, however 1) operation of the Wastewater Treatment Plant is not a listed job duty and 2) time demands of the required duties of the position do not permit the Public Works Director to devote the operational time required for certification. The certification process requires the operator in charge (the Wastewater Operator II) to vouch for the Public Works Director. This places the subordinate employee in a compromised position. The result is such that if an employee does not already have the certifications upon hire, they are unable to obtain them on the job. The change eliminates the requirement to devote operational time to the Wastewater Treatment Plant but still requires the Public Works Director to demonstrate knowledge about the plant's operation.

Strategic Priorities		Numerical Rating	Rationale
The City Council 2024-2027 Strategic Plan has 5 priority focus areas. The near-term (2027) endstate of each focus area appears below		Use the rows below to enter whole numbers from 0 through 5 for each focus area.	Use this row if you would like to des
Please review the project descreen endstate decribed.	iptions on this sheet and evaluate how well the project would advance the City toward the	Projects rated zero are not well aligned with the strategic priority. Projects rated 5 are best suited for the strategic priority's advancement.	
Financial Health	The City understands its revenue-generation limitations, collects adequate revenues within those limitations, and manages expenditures to provide the best levels of service it can. We adopt a sound budget and adhere to financial policies. We build public understanding of the trade-offs necessary to maintain financial health in light of the unsustainable course of municipal service provision in the state and nation.	4	The mathematical consistency e clearer financial policy which re The specific mathematical proce Including approval by the City Ac budgets, financial projections, a
Quality Infrastructure	The City understands the public's need for urban services (those provided by the City and by others) and the infrastructure necessary to provide those services. We are proactive in the way needs are identified and addressed. We time projects of all types to realize efficiencies and avoid disruptions.	2	The incentives for employees, w infrastructure we are responsibl
Community Look & Feel	The City embraces the challenge of creating and keeping a community which is worthy of our jaw-dropping setting. Sun and rain come and go, forests are grown and harvested, community members are born, move, and die. Stevenson is a place of permanence amongst change. Our built environment underscores this.	0	This priority is not directly advan
Governance	The City functions despite dissent. We build trust.	3	Clear policies, and their consiste
Internal Processes	The City employs knowledgeable and capable staff to perform job duties as defined in job descriptions. The City has access to the tools and equipment required to perform tasks efficiently and effectively. Actions occur on the basis of adopted policies, standards, and standard operating procedures (SOPs).	5	Adopted policies which are unbi recruit and retain the most know
	Personnel Policy (01/2025)		
	Financial Health 5 4 3		

Quality Infrastructure

Community Look & Feel

lescribe the rationale of your rating.

ey established for certification pay and out-of-class pay provides a requires less interpretation.

ocedure favors the City, not the employee in the limitations it provides. Administrator ensures the process can be reviewed against annual s, and actual cash flows.

, when pursued, will improve how the City stewards the public ible for.

anced via the proposed policy change.

istent implementation, will build trust with the community we serve.

nbiased and implemented consistently will help ensure the city can owledgeable and capable staff possible.

#### CITY OF STEVENSON RESOLUTION NO. 2025-\_\_\_\_ A RESOLUTION OF THE CITY OF STEVENSON REVISING THE PERSONNEL POLICY

**WHEREAS,** the City has in place a personnel policy that needs updates to ensure the City can recruit and retain knowledgeable and capable staff and practicably implement adopted policies; and

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

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

Key: Strikethrough means repealed. Underlined means new.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

Mayor of the City of Stevenson

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson



# City of Stevenson

# **Personnel Policy**

Revised September 19, 2024 January 16, 2025



City of Stevenson Personnel Policy

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# City of Stevenson Personnel Policy

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# City of Stevenson Personnel Policy

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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 <u>the individual'shis or her</u> 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.

**Temporary Employee:** 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. If supervisors or managers receive a report from an employee, they must document and refer to the Mayor or City Administrator as soon as possible. No employee will suffer retaliation for reporting such concern. To the extent possible, complaints will be handled confidentially.

If an investigation shows the accused employee or member of the public did engage in improper harassment or discrimination, appropriate action will be taken, as in the case of any other serious employee misconduct. Such actions may include warnings, verbal



and/or written reprimands, a letter to the employee's file or an employee transfer, demotion, suspension or termination.

# 2.7 EMPLOYEE RECORDS

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

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

Employees have the right to review their file. An employee may request removal of irrelevant or erroneous information in <u>theirhis/her</u> 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 <u>the employee's his/her</u> 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 <u>the employee'shis/her</u> 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 their trial period 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.

There will be a performance review at mid-point and prior to the end of the probationary trial period to ensure that the employee is performing up to City standards.



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. The City will consider a member of a current employee's immediate family for employment if the applicant possesses all the gualifications for employment. However, an immediate family member may not be employed, if the employment would place one of the family members in a position:

- (1) Of authority or practical power to supervise, appoint, remove, influence salary or compensation decisions, or discipline the other;
- (2) To handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) Of responsibility for auditing the work of the other; or
- (4) That might lead to potential appearance of favoritism, conflict among the parties, or conflict between the interest of one or both parties and the best interests of the City.

Change in Circumstances: If two employees become immediate family and, if in the City's judgment, any of the potential conflicts noted above exist or reasonably could exist, only one of the employees will be permitted to remain employed by the City, unless appropriate action can be taken to reduce or eliminate the potential conflict, as determined by the City Administrator. The decision as to which employee will remain with the City must be made by the two employees within 30 calendar days of the date they become immediate family. If no decision is made during this time, the City reserves the right to terminate either employee.

For the purposes of this section:

- (1) "Immediate family" includes the employee's spouse, domestic partner, parent, stepparent, parent-in-law, child, stepchild, child-in-law, sibling, sibling-in-law, and any other member of the employee's household.
- (2) "Employee" also includes co-workers paid by an entity other than the City and volunteers.



#### 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 <u>his/her-the employee's</u> 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. -Maximum accrual of compensatory time shall be limited to two hundred forty (240) hours when combined with vacation (ex: vacation + comp time = 240 max). All compensatory time will be paid out in the year it is earned.

Employees may use compensatory time after getting approval from <u>the employee'shis/her</u> department head. -The use of comp time may be denied if such time used would disrupt City operations.

## 4.4 ATTENDANCE

Punctual and consistent attendance is a condition of employment. -Each department head is responsible for maintaining an accurate attendance record of <u>theirhis/her</u> employees.

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

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

#### 4.5 UNUSUAL CONDITIONS

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

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



employees to use accrued leave or comp time, furloughing certain employees, and other appropriate actions.

#### 4.6 BREAKS AND MEAL PERIODS

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

## 4.7 CALL BACK

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

#### 4.8 PAYROLL RECORDS

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



# CHAPTER 5: COMPENSATION

#### 5.1 SALARY CLASSIFICATION AND GRADES

The City Administrator, Mayor and City Council shall be responsible for the preparation and maintenance of the City's position classifications for salary purposes. Each position classification is designated a particular salary or salary range as shown on the City's salary and wage schedule, which is approved annually by the City Council. The City Administrator shall, every five years, conduct comparative studies to ensure the salaries are competitive and justified and to ensure that the City's position classifications and compensation plan are properly connected. The most current salary schedule and job classifications will be filed in Appendix A-8.

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. All employees no longer in their probationary period with satisfactory performance will receive a step increase each year on January 1<sup>st</sup>.

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, at a minimum, the next highest available pay amount within the range of the higher classification. For Example a Utility Maintenance Worker at a step 7 promoted to Field Supervisor may go to a step 3 or higher (based on the 2023 salary schedule) depending on their qualifications.



## 5.3 CERTIFICATION PAY

An incentive plan is established to provide a means for rewarding employees who assume additional certification beyond what is considered a normal part of their position. The plan shall further provide a means for rewarding such exemplary professional development of direct value to the <u>Ceity</u>, as determined by the Mayor or City <u>Administrator</u>. -Such reward shall be granted through a salary adjustment of 2% (two percent) for each certification, up to a maximum of 6% (six percent). The adjustment shall be <u>awarded start beginning in the pay period following</u> receipt of certification and is conditioned on the following:

• Only one certification can be added per year up to a max of three.

- Certifications will be reviewed on an annual basis.
- It is the responsibility of the employee to maintain and renew their certification.
- Any employee receiving a less than satisfactory Performance Review will not <u>be</u> <u>awardedreceive new</u> certification pay <u>until a satisfactory Performance Review is</u> <u>given</u>.

Examples of certifications include:

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

An additional certification pay of 15% will be provided for a Professional Engineer and is not subject to the employee being at the top of their pay scale. The maximum reward available to such an employee is 21%.

The percent increases established herein shall be arithmetic based on the City's adopted Compensation Plan; percentages do not compound.

#### 5.4 OUT OF CLASS PAY

"Out-of-class pay" means the temporary adjustment of an employee to perform most of the normal ongoing duties and responsibilities associated with a higher=paying job classification. The Director or City Administrator may temporarily assign the duties of higher-paying classification to an employee in order to continue or complete essential



public services and compensate the employee for that performance. The threshold for granting an out-of-class assignment is when the employee who normally performs the duties will be away for 4 consecutive weeks or more. The temporary pay adjustment will increase the employee's regular base rate of pay to the greater of: 1) the Classification salary beginning rate of pay for the higher-level position or 2) ten percent above the Employee's regular base of pay.

If such an employee is also receiving certification pay, the percent increases shall be arithmetic based on the City's adopted Compensation Plan; percentages do not compound.

# 5.5 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. Upon supervisor approval and demonstrated proficiency in wastewater and water treatment plant operations, employees within the Public Works Department will be required to be "on call" on a rotating basis. "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.

# 5.2 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.

#### 5.3 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.

#### 5.4 TRAVEL AND TRANSPORTATION REGULATIONS

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

<u>Travelers</u>: A traveler on official city business is expected to exercise the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays or luxury accommodations unnecessary or unjustified in the performance of official city business travel are not considered acceptable as exercising prudence. Travelers are responsible for excess cost and additional expenses incurred for personal preference or convenience.

#### General:

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

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

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

**Lodging:** The reimbursement for lodging and associated travel expenses (such as parking fees) incurred on official city business in all areas of the Continental USA is to be on an



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

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

**Meals:** Meal reimbursements for all overnight trips incurred on official city business will be set on a per meal entitlement basis for subsistence (per diem). When the travel includes a partial day, the reimbursement will be prorated based on the time of travel. For example, a training in Vancouver requiring travel from 7am-5pm would include lunch whereas travel to a location from 3pm-8pm would include dinner, etc. The reimbursement amounts in both non-high cost and high cost areas of the USA shall not exceed the maximum allowable per diem rates stated in Schedule A or Schedule B, except as authorized by Subsection 4.2.7.2.2 of State of Washington Policies, Travel and Transportation Regulations and Procedures Issued by the Office of Financial Management. Annually, the City Administrator will update the City's Travel Guide Sheet with the most current reimbursement rate on file with this policy. It is recognized that it may be necessary on certain occasions (banquets at a conference) to exceed the above guidelines. Prior permission will be needed and receipts will be required. If a meal is included in the tuition or registration during a conference, training or other form of official city business, no meal reimbursement will be made if the employee opts to eat elsewhere. Breakfast compensation does not need to be reduced if continental breakfasts are provided with the lodging rate.

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

#### 5.5 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.



City of Stevenson Personnel Policy

(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, they are 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, they are 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 they 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 they 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 they receive 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 <u>theirhis/her</u> dependents who elect to exercise their COBRA continuation rights.

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



# 7.5 UNEMPLOYMENT COMPENSATION

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

# 7.6 FIRE/EMERGENCY CALLS

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

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

# 7.7 BOOT ALLOWANCE

Regular full-time, non-probationary city employees working in the Public Works department will receive a bi-annual \$400 boot reimbursement allowance. An employee may receive reimbursement of up to \$400 every other year, or \$200 annually, for safety boots required to perform their job duties. The city will comply with all IRS regulations regarding taxable fringe benefits and reimbursements.

# 7.8 EMPLOYEE RECOGNITION

Employee recognition means any award, token of appreciation, prize, meal, entertainment or event that is intended specifically to promote good will, foster a sense of pride in affiliation with the City, promote safety, productivity, reliability, efficiency, dedication, commitment to the community and/or cost savings for the City among City employees. The expenditure of funds for recognition of longevity of employment and/or retirement is limited to no more than \$200 total per employee, plus \$5 for every year of service. This limit does not include sales tax, shipping and handling, and engraving charges.

The expenditure of funds for meals related to an employee recognition event may not exceed the per diem rate for the City of Stevenson as established by the Washington State Office of Financial Management. A list of attendees must be submitted with the itemized meal costs.



# 7.9 Hepatitis B Vaccination (Optional)

Employees whose duties require them to work at the wastewater treatment plant may choose to be vaccinated against Hepatitis B. The City will bear the cost of such vaccination.



# 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.

Employee Vacation Accruals are calculated yearly as of Jan 1st and are based on the complete number of years employed (i.e. Jan 1 – December 31).

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 <u>the employee'shis/her</u> 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 <u>he-the employee</u> 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

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

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

# 8.7 FAMILY LEAVE

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



Family Leave Eligibility: The FMLA provides up to 12 weeks of unpaid, job-protected leave every 12 months to eligible male and female employees for certain family and medical reasons. To be eligible you must have worked for us for at least one year, and for 1,250 hours over the previous 12 months.

Reasons for Taking Leave: Unpaid FMLA leave is granted for any of the following reasons:

- > To care for your child after birth or placement for adoption or foster case.
- To care for your spouse, son, daughter or parent who has a serious health condition.
- For a serious health condition that makes you unable to perform the essential functions of your job.
- To care for a spouse, child, parent, or next of kin injured in the line of duty as a member of the Armed Forces and who is undergoing medical treatment, recuperation, or therapy for serious injury or illness incurred in the line of active duty for up to a total of 26 weeks (12 weeks as outlined above plus an additional 14 weeks) of protected leave within a 12-month period.
- To address a "qualifying exigency" arising out of the employee's spouse, child, or parent in the Armed Forces serving on active duty.

Leave to care for a child after birth or placement for adoption or foster care must be concluded within 12 months of the birth or placement.

Under some circumstances, FMLA leave may be taken intermittently – which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. FMLA leave may be taken intermittently if medically necessary because of a serious health condition. FMLA leave may be taken by victims of domestic violence, sexual assault or stalking to take "reasonable" or intermittent leave from work to obtain legal or law enforcement assistance, medical treatment or counseling. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to our approval.

<u>Substitution of Paid Leave</u>: At your request or ours, certain kinds of paid leave may be substituted for unpaid FMLA leave. Accrued vacation may be substituted for any type of FMLA leave. Accrued sick leave may be substituted only in the circumstances where our policies or state law allow you to use that paid leave. This means, in general, that sick leave may be used only for leave taken because of your own health condition or a spouse, child, parent, parent-in-law, or grandparent with a health condition requiring treatment or supervision, or for emergency purposes.

If you have any sick leave available that may be used for the kind of FMLA leave you are taking, it is our policy that you must use that paid sick leave as part of your FMLA leave. Use of vacation time for FMLA leave, however, is at your option.



If you use paid leave for a purpose for which FMLA leave would be available, it is our policy to designate your paid leave as counting against your FMLA leave allowance. You are required to notify us if you use paid leave for a reason covered by the FMLA so that we may properly account for the leave.

<u>Advance Notice and Medical Certifications:</u> We require that you provide us with advance leave notice, with medical certification, of the need for a leave related to a health condition, and with medical certification of your fitness to return to duty after medical leave. Taking leave, or reinstatement after leave, may be denied if these requirements are not met.

You must give us at least 30 days' advance notice of your request for leave if the reason for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment. If 30 days' notice is not practicable, you must give us notice as soon as practicable, usually within one or two business days of when the need for leave becomes known to you. If you do not give us 30 days' advance notice, and if the need for the leave and the approximate date of the leave were clearly foreseeable by you, we may deny your request for leave until at least 30 days after the date you give us notice.

We require that you provide a medical certification to support a request for leave because of a serious health condition (your own or your child's, spouse's or parent's) whenever the leave is expected to extend beyond five consecutive working days or will involve intermittent or part-time leave. We may require second or third opinions, at our option, at our expense.

We require that you provide a medical certification of your fitness for duty to return to work after a medical leave that extends beyond 10 consecutive working days, that involves a mental disability or substance abuse, or where the medical condition and your job are such that we believe you may present a serious risk of injury to yourself or others if you are not fit to return to work.

<u>Periodic Reporting:</u> If you take leave for more than two weeks, we require that you report to us at least every two weeks on your status and intent to return to work.

<u>Health Insurance:</u> If you are covered by our group health plan (medical, dental or vision), we will continue to provide paid health insurance during FMLA leave on the same basis as during regular employment. But if you don't return to work after the leave, you will be required to pay us back for our portion of the insurance premiums unless your failure to return was beyond your control.

<u>Other Insurance:</u> If you are covered by other insurance plans through us, such as life or disability insurance, those coverages will continue during paid leave on the same basis as during regular employment. If you take unpaid FMLA leave, you will be responsible during the leave for the premiums you normally pay plus the premiums we normally pay for you. If you don't pay these premiums, we may choose to pay them for you, to keep



your coverage from lapsing, but you will be responsible for repaying us whether or not you return to work.

<u>Couples Employed by Us</u>: If both you and your spouse work for us and you request leave for the birth, adoption or foster care placement of a child, to care for a new child, or to care for a sick parent, the total annual FMLA leave available to you as a couple for those purposes is 12 weeks.

<u>Determining Leave Availability</u>: FMLA leave is available for up to 12 weeks during a 12-month period. For purposes of calculating leave availability, the "12-month" period is a rolling 12-month period measured backwards from the date you use any FMLA leave.

<u>Leave Related to Pregnancy</u>: If you take leave for the disability phase of pregnancy or childbirth while you are physically unable to work, this time is counted against your annual 12-week FMLA leave allowance. For example, if you take six weeks of FMLA leave for childbirth to recover from childbirth, you are entitled to only six weeks of FMLA leave after that to care for your new child.

You are entitled to unpaid leave for the full period of your physical disability resulting from pregnancy and childbirth, even if you are disabled for more than 12 weeks, and even if you don't qualify for leave under the federal law.

# 8.8 BEREAVEMENT LEAVE

We provide regular, full-time and part-time employees with paid leave for up to three (3) days in the event of the death of an immediate family member. An immediate family member is defined as parent, child, grandparent, grandchild, sibling, spouse or significant other.

# 8.9 SHARED LEAVE PROGRAM

The Mayor or Administrator may authorize employees to donate their accrued vacation or sick leave to another City employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate their employment. The following conditions apply:

- To be eligible to donate vacation or sick 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 their vacation or sick 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 their accumulated vacation and sick leave.



While an employee is using shared leave, they will continue to receive the same treatment, in respect to salary and benefits, as the employee would otherwise receive if using vacation or sick leave.



# 8.10 HOLIDAYS

The following are recognized as paid holidays for all regular full-time and part-time employees:

New Year's Day	January 1
MLK Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
Personal Day (16 hrs)	Optional

Any holiday falling on Saturday will be celebrated on the preceding Friday. Any holiday falling on Sunday will be celebrated on the following Monday.

In their first year of employment, newly hired employees with a start date prior to July 1<sup>st</sup> will receive 2 Personal Days, while those with a start date of July 1<sup>st</sup> or later will receive 1 Personal Day. Personal Days follow the same process for approval as Vacation Leave.

Non-exempt regular full-time or part-time employees will be paid for the holiday plus  $2\frac{1}{2}$  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 <u>theirhis/her</u> departments head's approval, take the day off using vacation, compensatory time, personal day 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 restrictions. 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 <u>theirhis/her</u> 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 <u>the employee'shis/her</u> immediate family;
- <u>The employee'sHis/her</u> partner; or
- An organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

Furthermore, the employee shall not solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.



# 9.4 REPORTING IMPROPER GOVERNMENTAL ACTION

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, this policy is created to encourage employees to disclose any improper governmental action taken by City Officials or employees without fear of retaliation. This policy also safeguards legitimate employer interests by encouraging complaints to be made first to the City, with a process provided for speedy dispute resolution. (See Appendix  $\frac{\#A-5, A-6}{}$ )

# 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 <u>theirhis/her</u> 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> for policy, procedures and agreements regarding Cell Phones and <u>A-9</u> for policy, procedures and agreement regarding Internet.

# 9.8 USE OF CITY VEHICLES AND EQUIPMENT

Use of City phones for personal phone calls should be kept to a minimum. 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 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 <u>the employee'shis/her</u> 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 <u>theirhis/her</u> 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 <u>the</u> <u>employee'shis/her</u> 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. The City may review the driving record of any employee whose job requires them to drive City vehicles at least annually. The driving record will be evaluated according to the matrix in appendix A-14 and a determination Borderline or Poor may lead to a loss of driving duties and consequences as outlined above. It is the responsibility of the employee to inform <u>theirhis/her</u> 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 <u>theirhis</u> 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 <u>theirhis/her</u> physician as to whether or not a prescription or over-the-counter drug will impair performance and to notify <u>theirhis/her</u> supervisor of the physician's opinion.



As a condition of employment, all employees must notify their supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such a conviction.

Violation of this policy can result in immediate disciplinary action, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.

The City will utilize available City resources, including drug education programs to educate employees about the dangers of drug abuse.

All complaints and reported violations for these policy provisions will be strictly confidential, except as required by public disclosure laws or court order.

# 9.15 DRUG & ALCOHOL TESTING POLICY & PROCEDURES

The City of Stevenson provides vital public services to our community. In an effort to ensure that services are delivered safely and efficiently, we are intent on providing and maintaining a drug and alcohol-free working environment. It is the City of Stevenson's policy to:

- Create a workplace free from the adverse effects of drugs and alcohol abuse or misuse;
- Assure that all employees have the ability to perform assigned duties in a safe, healthy and productive manner.
- Comply with all regulations applicable to City employees under the federal Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, as amended, 49 CFR Part 382, as amended, RCW 46.25, as amended and the Drug Free Workplace Act of 1988. Copies of 49 CFR Parts 382 and 40 can be found on the Internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website <u>http://www.transportation.gov/odapc.</u> A copy of RCW 46.25 may be found on the Internet at the Washington State Legislature Uniform Commercial Driver's License Act Website <u>https://app.leg.wa.gov/RCW/default.aspx?cite=46.25.</u>

#### DEFINITIONS

Covered Employee: An employee that performs safety-sensitive functions.

Safety-sensitive functions:

• Driving a commercial motor vehicle which requires the driver to have a CDL:

(1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or



(2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 or more pounds), whichever is greater; or

(3) Is designed to transport 16 or more passengers, including the driver; or
(4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

#### <u>SCOPE</u>

This policy outlines the City's position relative to alcohol and drug control in the workplace and applies to all employees at all levels of the City of Stevenson. The City will not tolerate use of this policy to harass or intimidate employees.

- The following policy has been adopted not only to protect the health and safety of all employees, but to encourage any employee with a drug or alcohol dependence problem to help him/herself by voluntarily seeking professional assistance. The City is committed to helping employees deal with any drug or alcohol abuse problem they may have.
- The City recognizes that each employee has a desire to maintain a degree of privacy and that this desire should be respected. The City believes that the provision of this policy, in conjunction with its general commitment to helping individuals with a drug or alcohol dependency problem, creates a balance between the interest of the City and the rights and needs of its employees.
- The City will assist any employee, who voluntarily seeks help for a drug or alcohol abuse problem, in initial intervention and referral. Employees who voluntarily seek assistance for an alcohol or drug related problem before it becomes a subject of formal discipline will not be subject to disciplinary action. Rehabilitation, however, is the responsibility of the employee.
- Employees shall be subject to random testing for the purpose of discovering possible drug or alcohol abuse and as mandated by state or federal law.

#### PROHIBITED BEHAVIOR

All employees are prohibited from behavior which is outlined in the City of Stevenson's Drug Free Workplace Policies and Procedures. Federal regulation (Title 49, CFR subtitle



B, Chapter III, part 382 subpart B) prescribes prohibited behavior for employees subject to those regulations. Prohibited behavior includes:

- Alcohol concentration: Reporting for duty or remaining on duty while having a blood alcohol concentration of 0.04 or greater
- Alcohol Possession: Possession of alcohol while on duty or operating a commercial motor vehicle.
- On Duty Use of Alcohol: Use of alcohol while on duty. -(This includes alcohol that may be in medications.)
- Pre-duty Use of Alcohol: Performance by an on-call employee of safety sensitive functions within four hours after using alcohol. -If called out, pre-duty use of alcohol must be discussed with supervisor. If the on-call employee claims the ability to perform <u>theirhis or her</u> safety-sensitive function, they must take an alcohol test with a result of less than 0.02 prior to performance. All employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- Use Following Accident: Use of alcohol within eight hours following an accident or before undergoing a post-accident alcohol test, whichever occurs first.
- Use of Controlled Substances (Drugs): Reporting for duty or remaining on duty after having used any controlled substance, except when the use is pursuant to the instructions of a physician who has advised that the substance does not adversely affect the employee's ability to safely perform their duties.
- Use of Illegal Drugs: Use of illegal drugs is prohibited at all times. All employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in 49 CFR Par 40. Prohibited drugs include:
  - Marijuana
  - Cocaine
  - Phencyclidine (PCP)
  - Opioids
  - Amphetamines
- Refusal to Submit to a Required Test: Refusing to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substances test as directed pursuant to this policy.
- Positive Drug Test: Reporting for duty, or remaining on duty, after having tested positive for a controlled substance.

City supervisors and managers shall not permit employees to remain on duty when they engage in any of the above prohibited behavior.

#### PRESCRIPTION DRUG USE

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected



must be reported to the immediate supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Regardless of State Laws on recreational and medical marijuana use, marijuana (THC) is a schedule I prohibited substance as defined by the United States Drug Enforcement Agency and is a banned substance under this policy. A positive marijuana test is a violation of this policy. A violation of this policy shall result in disciplinary action that may include termination.

#### **PROCEDURES**

- All employees who are required to have a valid Commercial Driver's License (CDL) must be tested for the presence of controlled substances and alcohol as a condition of employment in accordance with these regulations and randomly on an ongoing basis.
- 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 may be subject to testing following an on-duty incident or accident if there is reasonable suspicion of impairment.
- City employees may be requested to undergo a drug screen test if the City has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance. "Reasonable suspicion" shall mean that articulable facts or information exists which appears reliable and discloses facts or circumstances which, when taken together, would convince an ordinary, reasonable person that the suspected person is under the influence of a controlled substance. Test results gathered under this policy will not be used in a criminal investigation or prosecution.
- Following an accident in a City owned vehicle the employee(s) involved must immediately submit to an alcohol or drug screen test if such test is required by the supervisor. The test must be taken within 8 hours following the accident or incident, if the employee's performance either contributed to the accident, or cannot be discounted as a contributing factor. The term "accident" is defined as an incident involving City owned vehicles which resulted in damages amounting to at least \$1,000.00.
- No alcohol or drug test shall be conducted without the consent of the employee, but refusal by the employee to submit to a drug screen test will be deemed an admission of violation of this policy, thus subjecting the employee to the risk of discipline, including termination.
- Any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test (as defined by 49 CFR Part 40) will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP) in accordance with 49 CFR Part 40, Part 382 and RCW 46.25, et.al. A violation of



# this policy will result in disciplinary action, up to and including termination of employment, at the company's discretion.

- Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- The City may request that a specific employee submit to a search of <u>theirhis/her</u> person or possessions if the City has probable cause that the employee has any drugs and/or alcohol concealed in a particular place on City property.
- A medical Review Officer (MRO) shall be utilized to review and interpret positive test results. -The MRO must examine alternate medical explanations for any confirmed positive test result. -This action may include conducting a medical interview with the addicted employee, review of the employee's medical history and review of any other relevant biomedical factors. -The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- The City recognizes that a flexible approach will be necessary in handling violations of this policy. -As a result, the measures taken in response to a particular violation will depend on a number of factors including the nature of the violation, the risks to health and safety created by the violation, the employee's willingness to take steps toward rehabilitation and the employee's length of service and employment record. -All employees should be aware that any violation, by any employee, may result in termination of employment.
- Employees who violate this policy may be subject to progressive discipline. Normally, a first offense will result in requirement that the employee successfully complete a course of rehabilitation if such course is suggested by a counselor. -An employee may be suspended during such rehabilitation depending on the facts of each case. -Upon completion of a course of rehabilitation following a first offense, the employee will sign an agreement (form attached), agreeing to submit to random testing at the City's expense and on City time during the six calendar months following the employees return to work. -During this period, failure to submit to the appropriate drug screen test will result in immediate termination. However, if there are mitigating circumstances and the employee has 2 yrs. of service with the City and a work record which is otherwise good, a second rehabilitation may be attempted. -A third violation will result in immediate termination.
- Related records will be maintained by the employer as prescribed in the City's Records Retention Guidelines and file.

#### **CIRCUMSTANCES FOR TESTING**

#### Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions (as defined by 49 CFR Part 40). If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.



If a covered employee has not performed a safety-sensitive function for 30 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before they can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT preemployment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements. If the employee has a Washington State issued Driver's License, they must provide proof of reinstatement of that CDL endorsement.

#### FMCSA Drug Testing Exceptions

A driver is not required to undergo a pre-employment test if:

- (1) The driver has participated in a DOT testing program within the previous 30 days; and
- (2) While participating in that program, either:
  - (i) Was drug tested within the past six months (from the date of application with the City), or
  - (ii) Participated in the random drug testing program for the previous 12 months (from the date of application with the City); and
- (3) The City can ensure that no prior employer of the driver of whom the City has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

#### Reasonable Suspicion Testing

All employees shall be subject to a drug and/or alcohol test when the City has reasonable suspicion to believe that the employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee (See Appendix A-11).

Employees may be subject to reasonable suspicion drug testing any time while on duty. Employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safetysensitive functions, or just after the employee has ceased performing such functions.

#### Post-Accident Testing

DOT FMCSA Procedures

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances (Also, see Appendix A-12):



#### Fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

#### Non-fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and <u>not</u> involving the loss of a human life, an alcohol test will be conducted on each driver who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and <u>not</u> involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

#### Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by DOT FMCSA. The current year testing rates can be viewed online at <u>http://www.transportation.gov/odapc/random-testing-rates</u>. If a given driver is subject to



random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

#### Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

#### Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

#### Testing Procedures

All DOT FMCSA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

#### Dilute Urine Specimen

If there is a negative dilute test result, the City will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL will require an immediate recollection (as indicated on the MRO result letter). The re-collection will be conducted under direct observation as required under 49 CFR Part 40.



#### Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee (and only the employee) can request to the MRO that the split specimen be tested at a second laboratory. The City guarantees that the split specimen test will be conducted in a timely fashion.

#### Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has <u>not</u> refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because they have left the testing site before the testing process commenced for a pre-employment test has <u>not</u> refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the City for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the City's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP. A violation of this policy shall result in disciplinary action that may include termination.



#### DOT-FMCSA CLEARINGHOUSE

The Clearinghouse is a centralized database that employers will use to report drug and alcohol program violations and to check that current or prospective employees are not prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to an unresolved drug and alcohol program violation—that is, a violation for which the driver has not completed the return-to-duty (RTD) process. This query must be conducted as part of a pre-employment driver investigation, and at least annually for current employees. The driver's commercial driver's license (CDL) number and issuing State will be used when reporting a drug and alcohol program violation in the Clearinghouse.

The Clearinghouse will contain records of violations of drug and alcohol prohibitions in 49 CFR Part 382, Subpart B, including positive drug or alcohol test results and test refusals. When a driver completes the return-to-duty (RTD) process and follow-up testing plan, this information will also be recorded in the Clearinghouse.

Drivers are not required to register for the Clearinghouse. However, a driver will need to be registered to provide electronic consent in the Clearinghouse if a prospective or current employer needs to conduct a full query of the driver's record. A driver must also be registered to electronically view the information in <u>the driver'shis or her</u> own Clearinghouse record.

Any covered employee refusing to provide consent (See Appendix A-13) for the company to conduct a limited query of the Clearinghouse will be prohibited from performing safety-sensitive functions, including driving a commercial motor vehicle (CMV), as required by FMCSA drug and alcohol program regulations.

#### TRAINING

- The City will ensure that all employees will receive material explaining the City's policy on alcohol and drug use and misuse.
- All supervisors must receive training on alcohol misuse and drug abuse within the first year of employment with the City. Training must address skills needed to determine "reasonable suspicion".

#### CONFIDENTIALITY

Confidentiality is to be maintained throughout the drug/alcohol testing process. -All positive test results shall be first forwarded to a Medical Review officer (MRO) for review. -The MRO shall review the individual medical history and afford the employee an opportunity to offer any clarifying information that would explain the positive test. The City will maintain results in the strictest of confidence in a medical file separate from the official personnel file. –In cases where disciplinary action results from a positive test, such information shall be shared only with those in a supervisory capacity involved in



that action. -The City of Stevenson will carry out this policy in a manner which respects the dignity and confidentiality of those involved.

#### VOLUNTARY SELF-REFERRAL

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer<u>themself-her or himself</u> to the City Administrator, who will refer the individual to a substance abuse counselor for evaluation and treatment. A **self-referral is not a violation of this policy and will not, in itself, be grounds for termination.** 

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from <u>the employee'shis/her</u> safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.



# CHAPTER 10: DISCIPLINE & TERMINATIONS

# 10.1 ACTIONS SUBJECT TO DISCIPLINARY ACTION

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore provided for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The following specified conduct is illustrative and not comprehensive.

- 1. Misrepresentation or withholding of pertinent facts in securing employment.
- 2. Unauthorized use or possession of the City facilities/property.
- 3. Unauthorized use of position with the City for personal gain or advantage.
- 4. Accepting unlawful gratuities or bribes.
- 5. Lying.
- 6. Smoking in any unauthorized posted area or creating fire hazards in any area.
- 7. Violation of the City's telephone use policy.
- 8. Failure to report an occurrence causing damage to City, customer, or public property.
- 9. Failure to properly secure the City facilities or property.
- 10. Loitering after completing day's work which results in the disruption of the City's business or the work effort of other employees.
- 11. Vending, soliciting, or collecting contributions for any purpose whatsoever during working time on the premises without the permission of the supervisor.
- 12. Unauthorized operation or using machines, tools, or equipment to which the employee has not been specifically assigned.
- 13. Unauthorized recording of another employee's time record. Both employees can be subject to disciplinary action.
- 14. Habitual lateness for work.
- 15. Absence without prior notification to immediate supervisor, excessive absenteeism, or insufficient reasons for absenteeism.
- 16. Loitering, goofing off, failing to assist others in a work situation.
- 17. Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the city or our employees, on or off premises.
- 18. Disorderly conduct, including fighting on the premises.
- 19. Rudeness, discrimination, intimidation, coercion, use of obscene language, gesture or lack of courtesy to the public or fellow employees.
- 20. Immoral conduct while on duty.
- 21. Intentional falsification of records/paperwork required in the transaction of the City business.
- 22. Inability, inefficiency, negligence, or insubordination, including a refusal or failure to perform assigned work.
- 23. Concealing defective work.
- 24. Failure to observe safety practices, rules, regulations, and instructions.



# City of Stevenson Personnel Policy

- 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 <u>theirhis/her</u> 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 they 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 <u>the employee'shis/her</u> 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.



City of Stevenson Personnel Policy

Appendix # A-1

# CONFIDENTIAL \*\*\*\*\*CONFIDENTIAL\*\*\*\*CONFIDENTIAL

# MEMORANDUM OF AGREEMENT

This agreement is between the CITY OF STEVENSON and (employee) \_\_\_\_\_\_.

As a result of access to the City's Employee Assistance Program Services, and upon the recommendation of the assistance provider, the employee in this agreement is being returned to work on (date) \_\_\_\_\_\_.

Return to work and continued employment with the City is based upon the following voluntary agreement between the City and \_\_\_\_\_\_\_\_\_(hereafter referred to as the Employee).

During the six calendar months immediately following the employee's return to work date, the employee ages to submit to random testing at the City's expense.

Failure or refusal of the employee to comply with a City request to submit to a drug test as agreed to in this document will be grounds for immediate termination from employment.

Any positive test of the employee during the period outlined above will be grounds for immediate termination from employment or as outlined in Section 9 of the Policy.

I have read and understand this document and voluntarily agree to comply and abide with its provisions.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



Appendix # A-2

### SUPERVISOR GUIDES

To ensure consistency, supervisors should be familiar with the City's workplace expectations before issuing any discipline. If there are any questions, consult with the City Administrator and/or Mayor. Suspensions, demotions and terminations can only be determined by the City Administrator and/or Mayor.

#### **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\_\_\_\_\_.
   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



## SEPARATION AGREEMENT (b)

This separation agreement ("Separation Agreement") by and between the City of Stevenson and ("Employee").

For good and valuable consideration, the parties agree as follows:

- 1. <u>Separation of Employment.</u> EMPLOYEE'S last date of employment with the City of Stevenson shall be , 20 .
- 2. Severance Pay. The City of Stevenson agrees to pay EMPLOYEE \_\_\_\_\_\_ weeks of severance pay at his/her current regular rate of pay. Such severance pay shall be paid by check in a lump sum payment; provided, however, that the severance payment shall not be made until after EMPLOYEE has returned the executed Separation Agreement to the City of Stevenson, and the Revocation Period specified in Paragraph 8 below has expired. The severance payment made under this Separation Agreement shall be subject to all withholdings required by state and federal law. The parties agree that the separation pay described in this Paragraph 2 is designed to aid EMPLOYEE's transition to alternative employment, and that the specified benefits do not constitute benefits to which she would otherwise be entitled upon separation under existing employee benefit plans provided by the City of Stevenson or under any pre-existing benefit plans provided by the EMPLOYEE and the City of Stevenson.
- 3. <u>Health Insurance.</u> If EMPLOYEE makes timely application and remains eligible for such benefits, the City of Stevenson will provide EMPLOYEE and his/her dependents with continued medical, dental and vision benefits under its current health insurance policies for 18 months following the Separation Date ("COBRA" benefits). It is the intent of the parties that EMPLOYEE's COBRA rights begin to run on the Separation Date.
- 4. <u>Accrued Vacation and Floating Holidays</u>. The City of Stevenson agrees to pay EMPLOYEE for vacation and floating holidays that he/she has accrued but not used, if any, as of the Separation Date.
- 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.



- 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.
- <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. Severability. 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



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



Appendix # A-5

City of Stevenson Ordinance No. <u>879</u>

#### An ordinance of the City of Stevenson adopting policies and procedures for reporting improper governmental action and protecting employees against retaliatory action.

#### Recitals

- 1. Chapter 44, Laws of 1992, entitled "The Local Government Employee whistleblower Act," became effective for local governments on January 1, 1993.
- 2. Under the Local Government Employee Whistle blower Act it is unlawful for a local government to take retaliatory action because an employee, in good faith and in conformance with the local government's procedures, provides information that improper government action may have occurred; and
- 3. Under the Local Government Employee Whistleblower Act local governments must enact specific policies for reporting improper government actions.

Now, Therefore, the City Council of the City of Stevenson do ordain as follows:

- 1. Policy statement. It is the policy of the City of Stevenson to:
- 1.1 Encourage reporting by its employees of improper governmental action taken by City of Stevenson officers or employees; and

1.2 Protect City of Stevenson employees who have reported improper governmental actions in accordance with the City of Stevenson's policies and procedures form retaliatory action.

- 2. Definitions. As used in this policy, the following terms shall have the meanings indicated:
- 2.1 "Improper governmental action": means any action by a City of Stevenson Officer or employee
  - a. That is undertaken in the performance of the officer's or employee's official duties, whether or not the action is within the scope of the employee's employment; and
  - b. That (i) is in violation of any federal, state, or local law or rule, (ii) is an abuse of authority, (iii) is of substantial and specific danger to the public health or safety or (iv) is a gross waste of public funds.
- 2.2 "Improper governmental action" does not include personnel actions, including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspension, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands.
- 2.3 "Retaliatory Action" means any adverse change in the terms and conditions of a City of Stevenson employee's employment.
- 2.4 "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.
- 3. Procedures for Reporting.
- 3.1 City of Stevenson employees who become aware of improper governmental actions should raise the issue first with their supervisor. Except in the event of an emergency, the employee shall also submit a written report to the supervisor, or to the City of Stevenson, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the City of Stevenson administrator, mayor or such other person as may be designated by the City of Stevenson administrator to receive reports of improper governmental action.
- 3.2 In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigation of the improper action.



- 3.3 The supervisor, the City of Stevenson administrator, mayor or the City of Stevenson administrator's designee, as the case may be, shall take prompt action to assist the City of Stevenson in properly investigating the report of improper governmental action. City of Stevenson officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigations, except that personnel actions taken as a result of the investigation may be kept confidential.
- 3.4 City of Stevenson employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the City of Stevenson employee reasonably believes that an adequate investigation was not undertaken by the City of Stevenson to determine whether an improper governmental action occurred, or that insufficient action has been taken by the City of Stevenson to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.
- 3.5 CITY OF STEVENSON EMPLOYEES WHO FAIL TO MAKE A GOOD-FAITH ATTEMPT TO FOLLOW THE CITY OF STEVENSON'S PROCEDURES IN REPORTING IMPROPER GOVERNMENTAL ACTION SHALL NOT RECEIVE THE PROTECTION PROVIDED BY THE CITY OF STEVENSON IN THESE PROCEDURES
- 4. Protection Against Retaliatory Actions.
- 4.1 City of Stevenson officials and employees are prohibited form taking retaliatory action against a City of Stevenson employee because he or she has in good faith reported an improper governmental action in accordance with these policies and procedures.
- 4.2 Employees who believe that they have been retaliated against for reporting an improper governmental action should advise their supervisor, the City of Stevenson administrator, mayor or the City of Stevenson administrator's designee. City of Stevenson officials and supervisors shall take appropriate action to investigate and address complaints or retaliation.
- 4.3 If the employee's supervisor, the City of Stevenson administrator, or the City of Stevenson administrator's designee, as the case may be, does not satisfactorily resolve a City of Stevenson employee's complaint that he or she has been retaliated against in violation of this policy, the City of Stevenson employee may obtain protection under this policy and pursuant to state law by providing a WRITTEN notice to the City of Stevenson council that:
  - a. Specifies the alleged retaliatory action; and
  - b. Specifies the relief requested.
- 4.4 City of Stevenson employees shall provide a copy of their written charge to the City of Stevenson mayor no later than thirty (30) days after the occurrence of the alleged retaliatory action. The city of Stevenson shall respond within thirty (30) days to the charge of retaliatory action.
- 4.5 After receiving either the response to the City of Stevenson or thirty (30) days after the delivery of the charge to the City of Stevenson, The City of Stevenson employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the City of Stevenson administrator within the earlier of either fifteen (15) days of delivery of the City of Stevenson's response to the charge of retaliatory action, or forty-five days of delivery of the charge for retaliation to the City of Stevenson for response.
- 4.6 Upon receipt of request for hearing, the City of Stevenson shall apply within five (5) working days to the Sate Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge:

Office of Administrative Hearings PO Box 42488, 4224 Sixth SE Row Six, Bldg. 1 Lacey, WA 98504-2488 206-459-6353

4.7 The City of Stevenson will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay, or dismissed.



- 5. Responsibilities. The city Administrator is responsible for implementing the City of Stevenson's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory action. This includes ensuring that this policy and these procedures are permanently posted where all employees will have reasonable access to them are made available to any employee upon request and are provided to all newly-hired employs. Officers, manager and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.
- 6. List of Agencies. The City Administrator will maintain a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Said list will be updated not less frequently than annually and copies thereof shall be made available to all employees. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact agencies shown on the list.

PASSED by the Council of the City of Stevenson and approved by the Mayor this 18<sup>th</sup> day of February, 1993.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Attorney for the City of Stevenson



#### Appendix # A-6

LIST OF AGENCIES RESPONSIBLE FOR ENFORCING FEDERAL, STATE and LOCAL LAWS and INVESTIGATING OTHER ISSUES INVOLVING IMPROPER GOVERNMENTAL ACTION

#### LOCAL

City of North Bonneville Mayor North Bonneville City Hall PO Box 7 North Bonneville, WA 98639 509-427-8182 City Attorney 509-427-5665

#### SKAMANIA COUNTY

Commissioners Skamania County Courthouse PO Box 790 240 NW Vancouver Avenue Stevenson, WA 98648 509-427-9447

Sheriff Skamania County Sheriff's Office PO Box 790 200 NW Vancouver Ave Stevenson, WA 98648 509-427-9490

Public Utility District No. 1 of Skamania County Chair, Board of PUD Commissioners PO Box 500 Wind River Highway Carson, WA 98610 509-427-5126

#### STATE OR REGIONAL AGENCIES

Washington State Attorney General 111 NE Olympia Avenue Olympia, WA 98501 360-753-6210

Washington State Department of Natural Resources PO Box 47000 Olympia, WA 98504 360-902-1000

Washington State Department of Community Development 9<sup>th</sup> & Columbia MSGH-51 Olympia, WA 98504 360-725-2800 City of Stevenson Mayor Stevenson City Hall PO Box 371 Stevenson, WA 98648 509-427-5970 City Attorney 509-427-5665

Prosecuting Attorney Skamania County Courthouse PO Box 790 240 NW Vancouver Avenue Stevenson, WA 98648 509-427-9405

Port of Skamania County Chairman Board of Port Commissioners PO Box 1099 130 SE Cascade Avenue Stevenson, WA 98648 509-427-5484

Washington State Department of Ecology PO Box 47600 Olympia, WA 98504 360-459-6000

Washington State Department of Transportation Transportation Building KF-01 Olympia, WA 98504 360-705-7000

Southwest Washington Air Pollution Control Authority 1308 NE 134<sup>th</sup>, Suite D Vancouver, WA 98685 800-633-0709



Southwest Washington Health District PO Box 5000 Vancouver, WA 98663 360-695-9215

Washington State Department of Fisheries 115 General Administration Bldg. MS AX-11 Olympia, WA 98504 360-753-6600

Washington State Auditor's Office Legislative Building PO Box 40021 Olympia, WA 98504-0021

Washington State Department of Health Health Consumer Assistance PO Box 4789 Olympia, WA 98504 800-525-127

Washington State Liquor Control Board Enforcement Division 1514 E. Street Vancouver, WA 98666

#### FEDERAL AGENCIES

Department of Agriculture Office of Inspector General 915 Second Avenue Seattle, WA Supervisor Auditor 360-553-8290 Supervisor Special Agent 360-553-8286

Alcohol Tobacco & Firearms Criminal Enforcement 915 Second Avenue Seattle, WA 360-553-4485

Department of Commerce Commission Office of the Inspector General Office of Audits 915 Second Avenue Seattle, WA 360-553-0801 Fraud Hotline 800-424-5454

US Department of Education Office of Inspector General 915 Second Avenue Seattle, WA Audits 360-553-0657 Investigations 360-553-1482 Washington State Employment Security Bingen Job Service Center PO Box 847 Bingen, WA 98605 509-493-1210

Washington State Utilities Transportation Chandler Building, MS FY-11 13005 Evergreen Park Dr. SW Olympia, WA 98504 360-753-6423

Washington State Human Rights Commission 402 Evergreen Plaza Bldg. Olympia, WA 98504-2490 360-753-6770

Washington State Dept. of Labor & Industries General Administration Building, MS, HC-101 Olympia, WA 98505 360-753-6341

Washington State Department of Social & Health Services; Special Investigation Office 11900 NE 95th PO Box 4485 Vancouver, WA 98662 360-696-6707

Department of Army Corp of Engineers PO Box 2946 319 Pine Portland, OR 97225 503-326-6000

US Attorney 800 Fifth Avenue Seattle, WA 360-553-7970

Consumer Product Safety Hotline 800-638-2772 US Customs Service Office of Enforcement 909 First Avenue Seattle, WA 360-653-7531

Environmental Protection Agency Criminal Investigations 1200 Sixth Avenue Seattle, WA



Equal Employment Opportunity Agency 2815 Second, Suite 500 Seattle, WA 360-553-0968

US Department of Energy Bonneville Power Administration PO Box 3621 Portland, OR 97208 360-230-3000

General Accounting Office (GAO) 1500 NE Irving Street Portland, OR 97232 503-235-8500

Department of Health & Human Services Food & Drug Administration 22201 23<sup>rd</sup> Drive SE Bothell, WA Trade Complaints 206-483-4949 Audits: 360-553-0452

US Bureau of Indian Affairs PO Box 3785 Portland, OR 97208 503-231-6702

Department of Interior US Fish & Wildlife Services Division of Law Enforcement 121 107<sup>th</sup> NE Bellevue, WA

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

Mine Safety & Health Administration 117 107<sup>th</sup> NE Bellevue, WA 360-553-7037

Ntional Transportation Safety Board of Directors 19518 Pacific Highway South Seattle, WA 360-764-3782

Department of Transportation Office of Inspector General 915 Second Avenue Seattle, WA 98178 360-553-5720 Federal Emergency Management Agency 130 – 228<sup>th</sup> Street SW Bothell, WA 360-487-4600

General Services Administration 915 Second Avenue Seattle, WA Investigations: 360-931-7654 Law Enforcement: 360-553-0290 Audits: 360-931-7650

Department of Housing and Urban Development Office of Counsel 1321 Second Avenue Seattle, WA Audits 360-553-0270 Investigations: 360-553-0272

Interstate Commerce Commission 915 Second Avenue-Room 1894 Seattle, WA 98154 360-553-5421

Federal Bureau of Investigation (FBI) 1500 SW 1<sup>st</sup> Avenue Portland, OR 97201 503-224-4181

Department of labor Occupational Safety & Health (OSHA) 1111 Third Avenue, Suite 715 Seattle, WA 98101-3212 360-553-5930 Audits 1111 Third Avenue, Suite 780 Seattle, WA 98101-3212 360-553-4880 Investigations 1111 Third Avenue, Suite 785 Seattle, WA 98101-3212

Nuclear Regulatory Commission 510-975-0200 Federal Trade Commission 915 Second Avenue Seattle, WA 360-553-4656

Department of Treasury Bureau of Alcohol, Tobacco & Firearms Law Enforcement Division 915 Second Avenue – room 806 Seattle, WA 98174



Department of Veterans Affairs Office of Inspector General 915 Second Avenue Seattle, WA 98674 Fraud/Waste/Abuse Hotline 800-488-8244 Securities & Exchange Commission Seattle, WA 98174 360-553-7990



Appendix # A-7

# **Travel Reimbursement Request**

(To be turned in to Accounts Payable after travel is complete to request reimbursement)

Name:		
Event:		
Location		
Dates:		
	Paid by City	<u>Reimbursement</u>
Tuition, Registration, Etc. \$		-
Back up Documentation Required		
Lodging: Receipts Required		
# of nights @ per night		_
Less charges for non official companions:	-	-
State Lodging Per Diem Rate: \$	Higher Rate of:	\$
	Approved by City Co	uncil:
Travel: Receipts required for all except vehicles.		
Personal Vehicle: # of Miles: per mile		_
City Vehicle:		
Public Transportation:		_
Round Trip Airfare:		_
Parking Fees:	-	-
Per Diem Meals No Receipts Required		
Breakfasts at \$ each		\$0.00
Lunches at \$ each		\$0.00
Dinners at \$ each		\$0.00
Meals included in Tuition:		
Total Expenses	\$0.00	\$0.00
		. 1

Please note where you are required to return receipts. Reimbursements will not be made if the expenses requested exceed the amount approved by City Council. City Council must approve rates higher than the State Per Diem.

Supervisor Approval:		
Date of City Council Approval (if req'd):		
Final Reimbursement Requested: (After travel is complete)	* \$	
Requested by:(signature)		
* Limited to amount approved above by Supervisor or City Council		
79		



Appendix # A-8

## CITY ADMINISTRATOR

POSITION:	City Administrator
<b>REPORTS TO:</b>	Mayor
EFFECTIVE DATE:	June 21, 2018
FLSA STATUS:	Exempt

#### SUMMARY:

This is a professional administrative/management level position requiring experience and training in government management, fiscal/accounting systems operations, contract management, program design and development, grant writing and administration, personnel administration and general policy research for the City Council. Oversees all City operations and reports directly to the Mayor and Council.

#### **ESSENTIAL JOB DUTIES:**

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required, or assigned, as needed.

- Responsible for general governmental accounting, accounting systems, records, purchasing and payroll.
- Assist the Mayor in conducting all the city's business and performs such other duties and assumes such other responsibilities as the Mayor shall direct and as may be required by ordinances and resolutions passed by the City Council.
- Serve as the City's Clerk/Treasurer.
- Responsible for the preparation of monthly, quarterly, and annual fiscal reports.
- Monitor budgets.
- Generate information for other federal, state and local reports.
- Oversee issuance of debt, maintaining debt payments and debt ceilings.
- Oversee budget preparation and prepare final budget documents including preparation of financial forecasts for short- and long-term fiscal goals and conditions.
- Audit all City expenditures.
- Supervise all overall operations of the City.
- Interpret rules, policies, procedures of city functions and research data, laws, codes, regulations, and polices for the City Council in their policy making decisions.
- Serve as an advisor to the City council and its various boards and commissions.
- Responsible for maintaining consistency among the City's various boards and departments.
- Supervise the various department heads and acts as a technical resource.
- Manage City's contracts for compliance and performance.
- Negotiate contracts.
- Administrative responsibility for all contract management.
- Develop programs as directed by Council.



- Prepare program proposals, budgets, implementation schedules, and evaluations.
- Perform special projects as assigned by council or insure implementation by appropriate city departments.
- Monitor performance and activities of department heads to ensure goals are met.
- Provide grant management for all city functions including research of grant opportunities, preparation of grant applications, and the administration of grants.
- Responsible for oversight of the city personnel and personnel system including supervision of department heads including scheduling, evaluations, staff training, and general strategic planning.
- Oversee the development and maintenance of general personnel policy and management issues.
- Oversee compliance with local, state and federal regulations and manages recruitment/dismissal issues.
- Administer contracts for liability, health, and other benefit programs.
- Maintain City compliance with Federal and State mandates.
- Prepare City Ordinances and Resolutions.
- Act as risk manager and maintain accident files.
- Oversee City coordination of land use reviews, subdivisions, short plats, comprehensive plan issues, various environmental permits, and Columbia River Gorge National Scenic Area regulations within the various city departments and with external parties.
- Attend all City Council meetings.
- Represent City on various boards and committees as directed by the City Council.
- Act as a liaison with other governmental organizations.
- Respond to citizen complaints and inquiries and coordinates council responses to these complaints.
- Serve with the Community Development Director and Public Works Director to coordinate emergency management and hazard mitigation planning/implementation.

### ABILITY TO:

- Maintain confidentiality
- Work independently
- Appropriately and efficiently delegate responsibility
- Gauge project progress and make adjustments to meet deadlines
- Communicate clearly and effectively both orally and in writing
- Establish and maintain effective working relationships
- Work courteously and tactfully with customers and employees.
- Exercise discretion in confidential or sensitive situations
- Adapt to new technologies and policy changes.
- Maintain records and prepare reports.
- Demonstrate excellent problem solving and follow through skills.
- Prioritize work, mesh numerous assignments, cope with interruptions, last minute changes and deadlines.



• Exhibit proficient computer skills.

#### SUPERVISORY RESPONSIBILITIES:

Responsible for directly supervising Directors, Department Heads and office staff; provide daily direction and guidance, make approvals and recommendations as needed. Indirectly supervise all remaining city staff; maintain and promote team-centered participatory management practices, delegating maximum responsibility to those in supervisory positions.

#### JOB CONDITIONS:

This position takes place in a typical office environment. The position may require long periods of sitting, standing, stooping, and/or reaching. This position may also require lifting objects weighing more than twenty-five (25) pounds.

Evening meetings and substantial overtime may be required.

#### **MINIMUM QUALIFICATIONS:**

College Graduate, previous government experience Must have good accounting knowledge, management experience, Communication skills Leadership and analytical skills Experience with standard office equipment including computers

#### PREFERRED QUALIFICATIONS:

Grant Writing Experience Master's degree in a related field

### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT: First Aid & CPR Certification

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

### I have read and understood the functions, responsibilities and requirements of this position.

Signature



## PUBLIC WORKS DIRECTOR

POSITION:	Public Works Director
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	June 15, 2023
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, WWTPO II (or III, if the position is filled), 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 valid state issued Driver's License.

#### 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 <u>in Training</u> (WWTPO<u>IT</u>) 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.
- o 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:

• 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.

### I have read and understood the functions, responsibilities and requirements of this position.

Signature



## DEPUTY CLERK/TREASURER

POSITION:	Deputy Clerk/Treasurer
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	June 15, 2023
FLSA 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, assisting with records maintenance, creating and filing general city records. Fills in for the city administrator in their 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 Utility Clerk 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, Public Works Director, Planning Director and City Administrator when required.
- Prepare the annual financial reports.
- Assist in the preparation of the budget 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 software, utility/financial software programs, and online platforms for asset management, permitting and code enforcement.
- 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, social media and other city communication outlets.
- Receive and address Nuisance Complaints and other Code Enforcement issues.
- Notarize various documents for the City and general public.

#### 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, understanding of Generally Accepted Accounting Principles (GAAP) Proficient typing skills, computer experience (preferably Windows based Excel & Word) Good customer service, writing and communication skills

### 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



## UTILITIES CLERK

POSITION:Utilities ClerkREPORTS TO:City AdministratorEFFECTIVE DATE:June 15, 2023FLSA STATUS:Non-Exempt

#### SUMMARY:

This is an office position that performs a wide variety of regular and recurring accounting procedures; accounts payable; utility billing tasks; cash reciepting and records management 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.
- Receive and screen telephone calls.
- Perform secretarial services for various departments when required.
- Assist in the preparation financial reports and annual state audit.
- Maintain Business License, Small Works Roster and Outdoor Burn Files.
- Assist with records retention.
- 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, utility/financial software programs, and online platforms for asset management, permitting and code enforcement.
- Assist with asset management to include conducting an inventory, and logging information in spreadsheets and online databases.
- 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 applications for various city permits.
- Assist with maintaining the permit tracking database.



- Purchase office and household supplies.
- Notarize various documents for the City and general public.

#### 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, understanding of basic accounting Proficient typing skills, computer experience (preferably Windows based Excel & Word) Good customer service, writing and communication skills

### 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



## PLANNING AND PUBLIC WORKS ASSISTANT

POSITION:Planning and Public Works AssistantREPORTS TO:City AdministratorEFFECTIVE DATE:June 15, 2023FLSA STATUS:Non-Exempt

#### SUMMARY:

This is an office position that performs a wide variety of support for the Community Development Director, Public Works Director and City Administrator through clerical duties, records management, code enforcement 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.
- Coordinate, track, and process permit applications ensuring that policies and procedures are followed in the receipt, routing, processing and recording of permit applications.
- Review applications for compliance with policies, such as Stevenson Municipal Code and Engineering Standards.
- Monitor application progress for status reports to the applicant and city departments on a regular basis.
- Calculate permit and plan review fees and ensure plans are reviewed by appropriate departments.
- Prepare and provide legal notices for a variety of applications.
- Plan and perform a variety of building and planning research functions, such as review of property ownership, easements and other land use matters.
- May approve and issue minor permits at the discretion of the Department Head, such as right of way and minor land use permits.
- Issue a permit after ensuring that all necessary approvals are obtained, all required documentation is complete, and all regulations are addressed.
- Initiate, create, recommend and document updates to policies and processes for permit applications.
- Prepare agendas and reports, compile and prepare meeting materials for distribution, prepare meeting locations, and update post-meeting documents.
- Attend meetings to take notes and compose clear, accurate and comprehensive minutes for various committees and boards.
- 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.



- Secretary to the Board of Adjustment and Board of Appeals committees and fill in for the Planning Commission/City Council when required.
- Assist with records retention and maintain 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 building permit and public works 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 and/or other asset tracking software.
- Intake, track, manage and coordinate responses to public nuisances.

### 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 Experience with land use permitting, zoning, building and construction permitting College graduate (AA degree or above)

#### 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



# PUBLIC WORKS FIELD SUPERVISOR

POSITION:Public Works Field SupervisorREPORTS TO:Public Works DirectorEFFECTIVE DATE:June 15, 2023FLSA 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 utility, streets, equipment, parks and general facilities. This position must also work with the employees responsible for the sewer utility. 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, 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, 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 installs 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 Wastewater Treatment Plant operator.
- Organizes, with the WWTPO II (or III if the position is filled), 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.
- Responsible for procurement of materials, services, and maintenance contracts related to the maintenance of streets and infrastructure within the roadway prism, storm water system, water supply and distribution, parks division, and City buildings.



# 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, use maps, understand basic survey descriptions and work with engineering documents.
- Compose utility as-built drawings for water.
- 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 Utilities/Maintenance 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. These duties may be extended to a full week rotation in emergency situations. 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 a thirty-minute response time of the city.

Must be able to work independently and have work experience in general maintenance, trade areas.

Must have a valid state issued Driver's License with CDL validation or ability to acquire within eighteen (18) 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 15, 2023FLSA 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 water and sewer utilities, 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 Wastewater 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. These duties may be extended to a full week rotation in emergency situations. 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 a thirty-minute response time of the city. Must be able to work independently.

Must have a valid state issued Driver's License with commercial validation or the ability to acquire within eighteen (18) months. The City will complete a review of the final applicant's driving record.

## PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills. Basic Electrical Skills including basic Telemetry and cable splicing knowledge. Carpentry Skills. Experience in Welding. Diesel and Gas equipment repair. Basic Mechanical Skills. Experience in Road Construction and Repair. Knowledge of Grounds Maintenance.

## POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. Water Distribution Manager I (WDM I) Cross Connection Control Specialist (CCCS) Water Plant Operator I (WTPO I) Wastewater Treatment Plant Operator I (WWTPO I) A/C Pipe Certification Flagger Certification First Aid & CPR Certification

# POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT

Water Plant Operator II (WTPO II)

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

# I have read and understood the functions, responsibilities and requirements of this position.

Signature



# FACILITIES MAINTENANCE WORKER

POSITION:Facilities Maintenance WorkerREPORTS TO:Public Works Field SupervisorEFFECTIVE DATE:June 15, 2023FLSA 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 and other partner agencies as agreed upon 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.

- Performs the regular and recurring maintenance work in the parks department and with partner agencies to include mowing, edging, fertilizing and spraying.
- Routinely removes brush and debris from fence lines.
- Proficiently operates departmental equipment such as trucks, pressure washers, lawnmowers, weed eaters and other brush cutting equipment.
- Cleans and maintains curbs and gutters.
- Collection and disposal of garbage from City or partner owned waste receptacles.
- Set-up and clean-up of special events.
- Cleans, maintains, and repairs park facilities.
- May assist City or partner personnel on other projects.

# ABILITY TO:

- Follow oral and written directions.
- Protect the health and safety of personnel, the public, and the environment.
- Operate a variety of hand tools, machinery, vehicles and equipment.
- Communicate clearly and concisely both orally and in writing.
- Recognize, prioritize and accomplish needed tasks.
- Perform routine maintenance and housekeeping work.
- Interpret, analyze and apply new technical information.
- Perform moderately, strenuous physical tasks.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction.
- Determine appropriate action within clearly defined guidelines.
- Observe health and safety regulations.
- Work courteously and tactfully with customers and employees.



## SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

### JOB CONDITIONS:

Outdoor work environment, subject to adverse and extreme weather conditions.

Climbing ladders; standing for extended periods of time; walking to perform weed control; lifting and carrying heavy objects; 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.

This position may be subject to verbal abuse at times from the public.

### MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent.

Must be able to work independently.

Must have a Driver's License with commercial validation or the ability to acquire within eighteen (18) months. The City will complete a review of the final applicant's driving record.

### PREFERRED QUALIFICATIONS:

Experience in small power equipment operation (lawn mowers, weed eaters, saws, etc). Basic Mechanical Skills.

Knowledge of Grounds Maintenance.

Good oral and written communication skills are necessary to work with the public.

### POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

Completion of "competent person training" in the areas of trenching, shoring and confined spaces. Flagger Certification First Aid & CPR Certification

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

### I have read and understood the functions, responsibilities and requirements of this position.

Signature



# WASTEWATER TREATMENT PLANT OPERATOR I

POSITION:	Wastewater Treatment Plant Operator I
<b>REPORTS TO:</b>	Wastewater Treatment Plant Operator II (or III if the position is filled)
EFFECTIVE DATE:	June 15, 2023
FLSA STATUS:	Non-Exempt

### SUMMARY:

This is a field position working in the City's wastewater department mostly at the treatment plant. Some time may be spent in other departments when assistance is needed during special projects or emergencies.

### ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Perform all work to safety standards and ensure 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 Wastewater Treatment Plant operator.
- Operates and maintains equipment which may include city trucks, backhoes, jackhammers, mowers, 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. These duties may be extended to a full week rotation in emergency situations. Emergencies will require overtime work to repair utilities.

### **MINIMUM QUALIFICATIONS:**

High School graduate or GED equivalent.Must live within a thirty-minute response time of the city.Must be able to work independently.Must have a valid state issued Driver's License. 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. Cross Connection Control Specialist

### 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 II

POSITION:Wastewater Treatment Plant Operator IIREPORTS TO:Public Works Director (or Wastewater Treatment Plant Operator III if theposition is filled)June 15, 2023FLSA STATUS:Non-Exempt

### SUMMARY:

This is a field position reporting directly to the Public Works Director (or Wastewater Treatment Plant Operator III if the position is filled). The Wastewater Treatment Plant Operator II supervises and works with the Wastewater Treatment Plant Operator I and is responsible for the City's sewer utility, including collection and treatment systems. This position must also work with the employees responsible for water utility, streets, equipment, parks and general facilities. This position plans, assigns and schedules proper use of personnel and equipment to address the reoccurring sewer utility tasks. The Wastewater Treatment Plant Operator II must have the ability to troubleshoot and analyze problems related to the sewer utility.

### 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.

- Perform all work to safety standards and ensure that no property or person is at risk.
- Schedules and performs the regular and recurring installation, repair and maintenance work in the sewer utility, including collection and treatment systems.
- Responsible for procurement of materials, services, and maintenance contracts related to the maintenance of the sewer utility.
- 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.
- Manage and enforce ordinances, codes, and engineering standards related to wastewater and sewer management, including but not limited to Title 13. Inspect and collect data from customers as required.
- Develop, implement, manage, and enforce industrial and commercial connection monitoring programs, including but not limited FOG and SIU programs.
- 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.
- 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.
- Provide yard maintenance in watering, mowing and weeding grounds.
- Maintain building in clean and sanitary condition; wash floors and walls; perform light maintenance.
- Organizes, with the Public Works Supervisor, sewer utility on-call duties shared with other Public Works employees.
- Operates and maintains equipment which may include city trucks, backhoes, jackhammers, mowers, 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.
- Participate in the development and administration of goals, objectives and procedures.
- 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.
- Compose utility as-built drawings for sewer.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction or supervision.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in the sewer utility.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Train staff in the most current and accepted practices in wastewater management.
- Select, supervise, train and evaluate staff.

# SUPERVISORY RESPONSIBILITIES:

In the absence of the WWTPO III position being filled, this is a supervisory position responsible for supervising the Wastewater Treatment Plant Operator I, with direction from the Public



Works Director. 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. These duties may be extended to a full week rotation in emergency situations. Emergencies will require overtime work to repair utilities.

## **MINIMUM QUALIFICATIONS:**

High School graduate or GED equivalent.Must live within a thirty-minute response time of the city.Must be able to work independently.Must have a valid state issued Driver's License. The City will complete a review of the final applicant's driving record.Wastewater Treatment Plant Operator II (WWTPO II)

### PREFERRED QUALIFICATIONS:

Experience in Heavy Equipment Operation (backhoes, dump trucks, and snowplows). Plumbing Skills. Pasis Electrical Skills including basis Telemetry and sable splicing knowledge

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) Water Distribution Manager I (WDM 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 III
<b>REPORTS TO:</b>	Public Works Director
EFFECTIVE DATE:	June 15, 2023
FLSA STATUS:	Non-Exempt

### SUMMARY:

This is a field position reporting directly to the Public Works Director (or Wastewater Treatment Plant Operator III if the position is filled). The Wastewater Treatment Plant Operator II supervises and works with the Wastewater Treatment Plant Operator I and is responsible for the City's sewer utility, including collection and treatment systems. This position must also work with the employees responsible for water utility, streets, equipment, parks and general facilities. This position plans, assigns and schedules proper use of personnel and equipment to address the reoccurring sewer utility tasks. The Wastewater Treatment Plant Operator II must have the ability to troubleshoot and analyze problems related to the sewer utility.

### **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.

- Perform all work to safety standards and ensure that no property or person is at risk.
- Schedules and performs the regular and recurring installation, repair and maintenance work in the sewer utility, including collection and treatment systems.
- Responsible for procurement of materials, services, and maintenance contracts related to the maintenance of the sewer utility.
- 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, backhoes, jackhammers, mowers, 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.
- Participate in the development and administration of goals, objectives and procedures.
- 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.
- Compose utility as-built drawings for sewer.
- Establish and maintain cooperative and effective working relationships with others.
- Work independently with little direction or supervision.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in the sewer utility.
- Observe health and safety regulations.
- Maintain records and prepare reports.
- Work courteously and tactfully with customers and employees.
- Train staff in the most current and accepted practices in wastewater management.
- Select, supervise, train and evaluate staff.

# SUPERVISORY RESPONSIBILITIES:

This is a supervisory position responsible for supervising the Wastewater Treatment Plant Operator I and II, with direction from the Public Works Director. 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. These duties may be extended to a full week rotation in emergency situations. Emergencies will require overtime work to repair utilities.

# MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent.
Must live within a thirty-minute response time of the city.
Must be able to work independently.
Must have a valid state issued Driver's License. The City will complete a review of the final applicant's driving record.
Wastewater Treatment Plant Operator III (WWTPO III)

# 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) Water Distribution Manager I (WDM 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



# MINUTE TAKER

POSITION:	Minute Taker
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	June 21, 2018
FLSA STATUS:	Non-Exempt

### SUMMARY:

Attends meetings and records minutes. Prepares final drafts of minutes off-site on applicant's personal computer equipment for the City Council, the Planning Commission and the boards of Adjustment and Appeals.

## ESSENTIAL JOB DUTIES:

The specific statements shown for each task are not intended to be all inclusive. They represent minimal essential elements and criteria considered necessary to successfully perform the job. Other related duties and responsibilities may be required or assigned, as needed.

- Attend and take minutes at regular meetings of the City Council and Planning Commission, special meetings as requested, and scheduled meetings of the Board of Adjustment and Board of Appeals and takes minutes of the proceedings.
- Prepare drafts of the minutes and submits those drafts for review by the designated staff member and final adoption by the appropriate elected or appointed board. All drafts are prepared using software compatible with that used by the City.

# ABILITY TO:

- Follow oral and written directions.
- Work independently with little direction.
- Communicate clearly in writing.

### SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

### JOB CONDITIONS:

The position may require long periods of sitting at evening meetings.

### MINIMUM QUALIFICATIONS

High School Graduate or GED equivalent Office experience with a minimum 50 wpm keyboard speed Familiarity with Windows based software Good writing and spelling skills

### PREFERRED QUALIFICATIONS:

Prior experience with boards and/or governing bodies



This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

# I have read and understood the functions, responsibilities and requirements of this position.

Signature



# FIRE CHIEF

POSITION:	Fire Chief
<b>REPORTS TO:</b>	City Administrator
EFFECTIVE DATE:	January 1, 2025
FLSA STATUS:	Volunteer/Non-Exempt

## SUMMARY:

The position is responsible for the organization and direction of the Stevenson Fire Department. This includes all volunteer fire department actions and personnel in response to official emergency calls as training allows, ensuring life safety, environmental preservation, and property conservation. The position needs management and supervisory experience. The Fire Chief is in command of the Fire Department as outlined in SMC 2.24 Volunteer Fire Department.

# 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 Stevenson Fire Department, in cooperation with City leadership.
- Develop and implement long term planning for the City's fire department facilities and equipment including execution of both short and long-range programs.
- Serve as a key member of the City's management team.
- Supervise the operation of the fire department.
- Oversee the selection, training, professional development and certification programs for all department personnel.
- Ensure that appropriate policies and procedures are in place and ensure personnel compliance to department policies and procedures.
- Work with other agencies to develop, implement, and enhance appropriate policies, procedures, and programs for the department.
- Serve as the technical advisor to the Mayor, City Council, City Administrator and departments on fire department activities.
- Perform cost control activities and monitor the efficiency/effectiveness of the fire department including assisting the finance department with budgeting for the fire department.
- Provide a departmental status report at all City Council meetings, represent the City on other committees as assigned, and attend ceremonial occasions or other organizational meetings as necessary.
- Direct the research and compilation of all required reports relative to the operation of the fire department.
- Ensure that the City's fire department meets all regulatory requirements.



- Direct the preparation of public notices and information programs to ensure that citizens, contractors, businesses and interested parties are apprised of major projects or activities.
- Prepare written reviews of all subdivision and short plat applications for the planning advisor.
- Serve with the Public Works Director, Community Development Director and City Administrator to coordinate emergency management and hazard mitigation planning/implementation.
- Assist with the control of public nuisances.
- Respond to public inquiries related to fire department issues.
- Assist with grant writing.
- Maintain and secure appropriate fire department records.
- Knowledge and application of modern public relations principles and practices.
- Knowledge and application of modern theories, principles, practices, methods, and equipment of modern firefighting.
- Knowledge and application of fire hazards, fire prevention techniques and building construction.

## ABILITY TO:

- Analyze and problem solve problems relating to Fire Department functions
- Efficiently coordinate resources and personnel to accomplish projects
- Assign, schedule, direct, coordinate, and evaluate personnel performing various fire department 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 with a diverse range of people.
- Respond professionally when confronted verbally and physically.
- Establish and maintain effective working relationships.
- Work courteously and tactfully with customers and personnel.
- Confidently make informed decisions and/or recommendations regarding all fire department functions
- Speak, understand, read, and write English
- Perform basic math (add, subtract, multiply, and divide)
- Exercise discretion in confidential or sensitive situations
- Interview people and gather information on circumstances surrounding an incident, which may include medical history.
- Prepare incident and inspection reports, either by hand or computer, using proper detailed descriptions and appropriate grammar.
- Exercise independent judgment and/or independent action regularly and under emergency conditions.
- Maintain various health and safety standards and regulations.
- Perform moderately, strenuous physical tasks and occasionally work under extreme physical and environmental conditions.



- Read, analyze and interpret financial reports, legal documents, engineering reports, and blueprints.
- Identify hazardous materials codes by color.
- Respond to an alarm, wake, and transition from a sound sleep to full activity and exertion within a matter of minutes.
- Take command of scenes with little to no information given.
- Make decisions using all available information available at the time the decision is made.
- Maintain high standards of professionalism as an example for other department personnel.
- Hear and orally respond to verbal orders, calls for assistance, and radio communications.
- Hear, identify, and appropriately respond to various sounds in an environment of substantial background noises, such as sounds produced by structural collapses, back-drafts, breaking glass, fire, other firefighters, sirens, traffic, and victims.
- Shout orders, warnings, and responses when necessary.

# SUPERVISORY RESPONSIBILITIES:

Responsible for directly supervising all fire department personnel, either directly or through subordinate Captains and other positions; provide direction and guidance, make approvals and recommendations as needed; maintain and promote team-centered participatory management practices.

## JOB CONDITIONS

# Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings but often in vehicles and outdoor settings as well. Outdoor work is required in the supervision of employees who are training and in responding to incidents in all weather conditions, including temperature extremes, during all hours of the day and night. Work is often performed in emergency and stressful conditions. Work may be conducted near machinery and moving parts, and in high or precarious places.

The noise level is generally that expected in a typical office/shop environment but may involve exposure to alarms, sirens, and other loud noises. The employee is routinely exposed to household cleaning supplies and/or basic office supplies (e.g., copy machine toner), vibrations, electrical, chemical, and mechanical hazards, extremes in temperature, and potentially caustic chemicals and gases. Other hazards including smoke, noxious odors, fumes, chemicals, and explosives may be encountered while visiting other locations or responding to emergencies.

# Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable



accommodations may be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is regularly required to: Sit or stand in a stationary position for an unspecified duration, perform repetitive movements/motion in job-related tasks, move around in a typical office, shop and plant setting, operate typical office equipment and supplies, climb ladders and stairs, stoop, bend, kneel, crouch or crawl as necessary for various job-related tasks, communicate verbally with others. Visits to field facilities, construction sites or maintenance operations may require walking moderately long distances through steep or uneven ground, including during adverse weather conditions.

Requires normal ability to read and visually process information - specific vision abilities include close, distance, color and peripheral vision, depth perception, and the ability to adjust focus.

The employee must regularly perform Medium Work – lifting and/or exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

The employee must occasionally perform work under extreme physical and environmental conditions and must lift and/or move up to 100 pounds.

# MINIMUM QUALIFICATIONS:

High School graduate or GED equivalent. 5 or more years of progressively responsible experience in a fire department-related position and demonstrated management responsibilities. Good knowledge of state and federal laws and procedures relating to fire departments and emergency management. Advanced knowledge of the Fire/Med Radio system Computer literate with general knowledge of Microsoft Office and/or Google Docs software applications. Experience with social media management Must have a valid state issued Driver's License. Knowledge of the use of fire records and their application for fire prevention and fire protection administration. Knowledge of the various functions and dynamics of modern Fire Department operations. **PREFERRED QUALIFICATIONS:** Supervisory and management skills, including mentoring, training, evaluating,

disciplining and discharge. Familiarity with government budgeting, regulatory environment and report preparation. Instructor I Certification Red Card (Wildland) Fire Officer Certification



# Public Information Officer (PIO) Training

POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT: First Aid & CPR Certification National Incident Management System Certifications: IS-700 IS-800 ICS-100 ICS-200 ICS-200 ICS-300 ICS-400 HAZMAT Awareness HAZMAT Operations HAZMAT On Scene Incident Commander Emergency Vehicle Incident Prevention Program (EVIP)

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



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 --

- <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>

4.1

Refer to all Electronic Mail software applications, whether INTERNET, LAN or WAN.

#### 4.4 <u>Employee:</u>

Employee means an elected official, officer, employee, quasi-employee, authorized volunteer of the City, who has been elected or appointed, but does not include an independent contractor.



#### 4.5 <u>INTERNET.</u>

Refers to connectivity with other agencies, networks and/or services.

4.6 <u>Official City Business Purposes:</u>

Those activities performed by an official, employee, or quasi-employee or authorized volunteer of the City, as directed by the City through his/her supervisor in order to accomplish City programs or as required by the duties of his/her position or office.

### 4.7 <u>Posted:</u>

Refers to World Wide Web (WWW) sites, Email, Voice Mail, news groups or any other network location where information is shared internally or externally.

- 4.8. <u>Public Records:</u> Those documents defined in RCW 42.17.020, including the exemptions listed in RCW 42.17.310 and 42.17.315.
- 4.9 <u>Voice Mail:</u> Recorded telephone messaging system.
- 4.10 <u>WWW.</u> Refers to World Wide Web sites.

#### Section 5 - Policies

#### 5.1 <u>City Business Purposes</u>

Use of City computers, network resources (whether LAN, WAN, Internet or Electronic Mail) and voice mail systems, shall be used for City business purposes only, as is the case with all forms of City equipment and resources, except as provided below.

#### 5.1.1 Personal Use of City Computer Equipment

Personal use of City computer equipment may be allowed under the following conditions:

The use is small scale and only done during the employees break time or before or after normal business hours of the employee's department or as an alternate means of contact with family members for scheduling changes and other needs typically allowed under the telephone policy.

The employee has made a detailed and specific request and received prior approval through their supervisor and Department Head/Elected Official for the specific use.

The use will have no impact on other departments, employees, or the public and will not cause network congestion and/or misuse of system resources.

All provisions of this policy regarding inappropriate message content (Section 5.3.4 & 5.4.4), solicitations (Section 5.5), advertising (Section 5.6), campaigning (Section 5.7), public records, and other applicable policies will govern the personal use of City equipment by an employee. Employee shall abide by all policies of appropriate behavior and usage discussed in this policy.

Expenses that would be charged to any member of the public which are incurred due to the use, will be paid to the City. These my include:

<u>Photocopy Machines</u> - same rate charged to the public. Computers - Reimburse the City for any supplies used (i.e. diskettes, paper for printing) at the rate

<u>Computers</u> - Reimburse the City for any supplies used (i.e. diskettes, paper for printing) at the rate the department would charge to the public.

<u>Facsimiles Machine</u> - Reimburse for pages sent at same rate charged to public. Employees MAY NOT use FAX machines to send messages to a long distance telephone number unless the call is



charged to the employee's telephone credit card. Reimburse for pages received to cover cost of supplies.

### 5.2 Computer Viruses

When there is a clear business reason for downloading software and/or files from outside sources, the appropriate anti-virus detection program(s) will be used to prevent infection. Use of the Internet risks exposure to viruses that can cause serious problems if downloaded from the Internet.

#### 5.3 Electronic Mail (Email)

#### 5.3.1 Disclosure

Electronic Mail (Email is NOT private and may be subject to the Public Disclosure Act, RCW 42.17).

All Email messages, (whether created or received) may be considered "public records" pursuant to the Public Disclosure Act, "if they relate to the conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine most "public records." If Email is used, the user is responsible to comply with the Public Disclosure Act.

Email shall not be used to send confidential information. Email is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

5.3.2 Requests for Copies of Electronic Mail (Email) Information Request for Email messages, calendars, or records will be treated like any other "public record" in the possession of the City. Email contents may be subject to subpoena in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting Email messages from a computer does not guarantee it has been erased from the system. Employees should use good judgment when creating Email and always assume that it is discoverable. The City reserves the right to retrieve and/or review Email messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

#### 5.3.3 Retention of Electronic Mail (Email)

Each user is responsible to maintain "public records" as required by law. Messages that may be needed beyond 30 days or that are considered "public records", shall be copied or moved to another storage location. Email messages that contain information that could be considered "public records" under RCW Chapter 42.17, must be printed and included in the subject file, or be retained as word processing documents, by the employee controlling the message.

#### 5.3.4 Inappropriate Electronic Mail (Email) Message Content

City network users will refrain from the posting of any materials, which violate federal or State laws and/or City Personnel Policies and/or resolutions. All issues raised in the city's Personnel Policy are applicable. These shall include, but are not limited to, those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from any posting or transmittal of materials containing obscene, pornographic or profane materials of any kind, including jokes, cartoons, photographs or any other text based or digitized images. Generally, the same policies of appropriate behavior apply in network usage, as apply in the workplace.

#### 5.4 Voice Mail (If Applicable)

#### 5.4.1 Disclosure

Voice Mail messages are NOT private. All voice mail messages, (whether created or received) may be considered to be "public records" pursuant to the Public Disclosure Act, RCW 42.17, "if they relate to the



conduct of government or the performance of any governmental or proprietary function." Subject to certain exceptions, the public has a right to examine "public records." If Voice Mail is used, the user is responsible to comply with the Public Disclosure Act.

Voice mail shall not be used to send confidential information. Voice mail is not an appropriate form of communication with legal counsel when seeking legal advice or transmitting information concerning matters in litigation or disputes which are likely to result in litigation. Inadvertent disclosure or dissemination of the communication could waive the attorney-client privilege.

#### 5.4.2 Requests for Copies of Voice Mail Information

Request for voice mail messages or records will be treated like any other "public record" in the possession of the City. Voice mail contents may be subject to subpoen in legal matters. The department and/or user cannot destroy or erase "public records" except as allowed in RCW Chapter 40.14. Deleting voice mail messages from the telephone system does not guarantee it has been erased. Employees should use good judgment when creating voice mail messages and always assume that it is discoverable. The City reserves the right to retrieve and/or review voice mail messages to monitor or prevent misuse of the system, to measure employee responsiveness, or during the investigations of improper or illegal activities.

#### 5.4.3 Retention of Voice Mail Messages

Each user is responsible to maintain "public records" as required by law. Any messages that may be needed shall be copied or moved to another storage location. Voice mail messages that contain information that could be considered "public records" under RCW Chapter 42.17, shall be saved to a computer disk and retained as a word processing document.

#### 5.4.4 Inappropriate Voice Mail Message Content

City voice mail users will refrain from leaving messages which violate federal or State laws and/or City Personnel Policies and/or resolutions. These shall include but not be limited to those that constitute; discrimination, sexual, racial, religious harassment, slander and/or defamation towards any individual, corporation, agency or organization and disparagement of any trade or product. City employees shall refrain from leaving any message containing obscene, pornographic or profane information of any kind including jokes. Generally, the same policies of appropriate behavior apply in voice mail usage, as apply in the workplace.

#### 5.5 Solicitations

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email, or Voice Mail which constitutes a solicitation of any type (i.e. religious, political, personal gain, or in support of illegal activities.)

#### 5.6 Advertising

Employees shall refrain from any type of postings, whether on a Web site, to a news group, via Email or Voice Mail, which may enter the realm of commercial advertising. When government supplies legislative or other public interest information on the Internet, there is little danger of advertising liability arising from the posting.

#### 5.7 Campaigning

Employees must make certain that information provided about elected officials does not cross the line into campaign advertising. LAN, WAN, Internet and telephone system access are established with taxpayer money and there is a risk of violation of laws when elected officials become the centerpiece of information.

#### 5.8 Personal Security



Employees should keep personal log-ons and passwords confidential and change passwords on a regular basis as needed. Failure to adhere to this policy jeopardizes network security and puts users at risk of potential misuse of the system by other individuals. Network users may be held responsible for all actions taken using their personal network access permissions.

### 5.9 Limitations on Entry into the City Computer Network

#### 5.9.1 Access to Internet and/or Email Services

Access to Internet and/or Email Services will be coordinated through the City Administrator. This includes the use of independent dial-up Internet Service Providers (ISP's) and dial-up Email services.

#### 5.9.2 Access to Information on the City's Computer Network

Access to information contained on the City's computer network shall be based on a need to know and a determination from the appropriate department head.

### 5.9.3 Access to Information on Personal Computer Hard Drives

Information stored on the hard drive of a computer may contain discloseable information, it may contain exempt information, it may contain NON-GOVERNMENTAL information, and it may also contain personal information of the person who is assigned the computer for his or her use (similar to the contents of a desk drawer). Therefore, access to or operation of City computers by persons who are not employees, quasi-employees, authorized volunteers or contractors of the City should not be permitted due to the inability to segregate the information.

#### 5.9.4 Data Sharing By and Between Employees

In general City employees may have access into such network-stored data in various departments and servers as are relevant to their jobs. If granted, such access should be coupled with an admonition that the material obtained might be exempt from public inspection and caution should be exercised in order to not violate the rights of privacy of private citizens or create a liability for the disclosure of exempt information and a violation of privacy.

#### 5.9.5 Access Levels

Levels of access by executive and management employees should be determined by employment status and the need to know.

All users must submit a completed Internet Usage Agreement to their department head who will assign access levels.

#### 5.10 World Wide Web

#### 5.10.1 Internet Access

Permission for employees to access the World Wide Web (WWW) resources will be dependent on approval from elected officials or department heads.

#### 5.10.1.1 Internet Access Audit Logs

The Department Head may revoke permission to access specific sites. Access times may be restricted due to bandwidth congestion and/or misuse of system resources.

#### 5.10.2 News Groups

When posting to news groups, City employees will use a disclaimer, such as - "these opinions are mine and not necessarily those of the City". Users shall abide by all other policies of appropriate behavior and usage discussed in this policy.

#### 5.11 Copyrights, Trademarks, Patents and Authorship

#### 5.11.1 Conservative and Cautious Approach to Copyrights, etc.



City employees should take a conservative and cautious approach when dealing with materials that may be copyrighted. In general, if an employee is not sure if materials are copyrighted, they should not be used without permission in writing from the author.

The City will comply with Federal software licensing and copyright law.

Copies are to be made with the copyright holder's permission.

Unauthorized copying of software will be cause for disciplinary action. The City will not defend employees for willful misuse of copyrighted software.

Employee owned software must be accompanied by a valid license as evidence of ownership.

### 5.11.2 Trademarks, Patents and Authorship

Trademark violations can occur when governments publish materials online, and knowingly or unknowingly attach to a publication, or omit from the publication, a registered trademark. Employees publishing materials online will respect trademarks and obtain the appropriate authorizations before publishing the materials.

#### 5.12 Public Meetings Regulations Open

RCW 42.30 addresses regulations concerning public and private meetings. Email or voice mail initiated by a Council person and directed to any other Council person, relating to the conduct of City government, is subject to the Open Public Meetings Act. The City should therefore be cautious in the use of Email and voice mail communication in order to not violate these regulations.

### 5.13 Public Disclosure of Electronic Data and Voice Mail, RCW 42.17

#### 5.13.1 Email (electronic communication from one computer to another or to others) and Voice Mail

Each person and department using Email or voice mail should be familiar with the Public Disclosure Act and the definition of "public records."

When information is initiated by a City employee it is NOT SUBJECT TO DISCLOSURE if

- (i) it is of a private nature (non-governmental); or
- (ii) it is within the exemptions from public inspection.

Otherwise, it is subject to public inspection at reasonable times, but not by computer operation by other than City employees or contractors. Preferably, disclosure should be provided by printed document; if by diskette or visual examination of screen, care must be exercised to delete exempt data from disclosure.

#### 5.13.2 Other Data

The same rules of disclosure apply to Email and voice mail as to written or printed information. The public's right to inspect and copy remains the same. Because of financial restraints and to protect public records from destruction, requesters of public records should not have access to electronic information. Instead, a City representative should print out a hard copy of the requested information. The public should not be permitted to operate City computers for three reasons:

- 1) Data could be inadvertently erased or destroyed;
- 2) Certain excepted or exempt documents, including personal or confidential material, could inadvertently be disclosed; and



3) Limited resources do not allow us to provide the equipment necessary to permit citizens' access to this information.

### Section 6 - Procedures:

#### 6.1 Enforcement of This Policy (Right to Administer or Revoke Use).

Failure of City employees to adhere to this policy may result in restriction or revocation of access and/or disciplinary action. The City Administrator, Mayor or their designee may access data under an employee's control without the consent of the individual employee when necessary for normal business functions or when the Administrator becomes aware of possible inappropriate Internet use.

The Administrator will investigate the site(s) and/or system(s) and call upon the user to determine how the site is business related. If the Administrator concludes that the site is inappropriate the offense will be logged in the individual's file and a memo forwarded to the employee detailing the offense and potential consequences.

#### 6.1.1 Access Limitation or Revocation

With concurrence of the Mayor, City Administrator or Department Head, employees who are found to have violated this Policy may be subject to the following:

- 1) Internet and Email access may be revoked.
- 2) Access times may be restricted.
- 3) Disciplinary action.

#### 6.1.2 Disciplinary Action

Substantial or repeated abuse of the provisions outlined in this policy may be deemed sufficient justification for immediate discharge.

#### Section 7 - Responsibilities:

#### 7.1 Compliance with City Policies

All Department Supervisors, Department Heads and Elected Officials are responsible for ensuring compliance with federal laws and regulations, RCW'S, WAC'S, City Ordinances, resolutions and policies. Employees (excluding Elected Officials) may be disciplined in accordance to the City Personnel Policy and/or applicable union contract for failure to follow this Policy.



# **Internet Policy** Waiver Form & Authorization to Use

Ι, \_

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:



Appendix # A-10

# CITY OF STEVENSON AUTHORIZING THE USE OF CREDIT CARDS

# 1) <u>Retail Gasoline Credit Cards</u>

- 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 Personnel Policy

### Appendix # A-11

### Reasonable Suspicion Documentation Form

Observation Date:		Location:	
Start Time:	am/pm	End Time:	am/pm
APPEARANCE Normal Flushed complexion Poor hygiene Unkempt clothing Bloodshot eyes Rapid eye movement Blank/glazed eyes Inability to focus eyes Eyes overly sensitive to light Frequent use of eye drops Trembling/shaking Drowsiness	BEHAVIOR Normal Poor balance Stumbling Swaying Staggering Unusual gait Using arms for Grabbing for su Flailing		PERSONAL Normal Moody/mood swings Depressed Overly excitable Loss of inhibitions Risk taking Unwarranted confidence
SPEECH Normal Slurred Loud Incoherent Rapid/excessive talk Confused/hard to follow Exaggerated pronunciation Inappropriate laughter Whispering Non-responsive/silent	PERFORMANCE IN Normal Poor manual de Work errors Excessive time Absent from wo Inability to follow Inattentive Customer comp Co-worker com	exterity off task ork station w directions plaints	<b>PHYSICAL</b> Normal Complaints of dizziness Flu-like symptoms Chills Low energy Bursts of high/low energy
NTERPERSONAL Normal Arguing Fighting Defensive Hostile Overly aggressive	BODY ODORS Normal Odor of alcohol Body odor of al Smell of marijua or clothes Excessive pers Frequent use o breath mints of	cohol ana on breath piration f mouthwash	AWARENESS Disoriented Sleepy Stupor Suspicious Blaming Paranoia

To the best of my knowledge and belief, this report represents the appearance, behavior, and/or conduct of the above-named employee, observed by me and upon which I base my decision to require said employee to submit to reasonable suspicion drug and/or alcohol testing.

Supervisor Signature

Date



City of Stevenson Personnel Policy

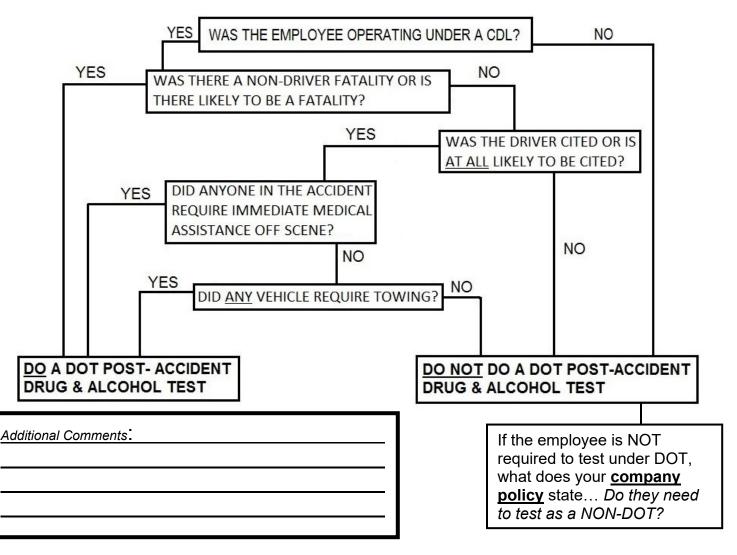
Appendix # A-12

### Post-Accident Checklist

Employee Name:	_
Date/Time Accident Occurred:	_
Documenting Personnel:	_

### Is the employee required to test under DOT?

Circle YES or NO and follow the chart...



### DOT REGULATION TIME LIMITS:

**CONTROLLED SUBSTANCES:** Employee must test within <u>32 HOURS</u> of the accident. **ALCOHOL:** Employee must test within <u>8 HOURS</u> of the accident.

(If the alcohol test is not administered within the first 2 hours, document why.)



City of Stevenson Personnel Policy

Appendix # A-13

### Consent for Limited Queries of the FMCSA Drug and Alcohol Clearinghouse

I, \_\_\_\_\_\_\_, hereby provide consent to the City of Stevenson, Employee Name hereinafter referred to as the Company and QCL, Inc. as the C/TPA, to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I consent to multiple limited queries, to be conducted for the duration of my employment with the Company; and understand that the number of limited queries is unlimited.

I understand that if the limited query conducted by the Company indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the Company without first obtaining additional specific consent from me. The company will obtain the driver's electronic consent in the Clearinghouse prior to the release of detailed violation information when a full query is warranted.

I further understand that if I refuse to provide consent for the Company to conduct a limited query of the Clearinghouse, the Company must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

Employee Signature

Date



Appendix # A-14

### Driver Evaluation Matrix

The purpose of the Driver Evaluation Matrix is to determine eligibility for an employee when driving is a function of the job.

### **ONCE ADR IS RECEIVED:**

- 1. Review the driver's Abstract of Driving Record (ADR) using the Driver Evaluation Matrix shown below.
- 2. Determine whether driving record is clear, acceptable, borderline or poor.

### THINGS TO KEEP IN MIND:

- 1. Past driving records are highly predictive of future performance as a safe, dependable driver and statistically, there is a high correlation between recent driving history and future accident frequency. A driver, who had four moving violations, more than three years ago, may be a better risk than a driver who has two violations within the last 12 months. However, do not base any hiring, promotion, or transfer decisions <u>solely</u> on this one factor. Persons with borderline ADRs can be advised of their status and coached to improve.
- 2. Consider the applicability of the individual's past violations to the job the applicant or employee will perform.
- 3. Review the details of the violations listed on the ADR with the applicant/employee to determine if any extenuating circumstances exist regarding the violation.
- 4. Accidents listed on ADRs are coded with a two-digit number (e.g. 01-CAR, 02-CAR) that indicates the number of vehicles involved in the particular accident. This number is <u>NOT</u> an indication the driver was or was not at fault.
- 5. Most convictions and violations are kept on an ADR for five years from the date of conviction or adjudication. Departmental actions, such as, suspensions, revocations, or disqualifications are kept on an ADR for ten years from final release date. Certain violations appear on an ADR in perpetuity, such as alcohol-related convictions, vehicular assault and vehicular homicide convictions and deferred prosecutions.

Under Washington State law, employers are not allowed to consider violations that occurred more than ten years ago, unless the position involves law enforcement, school districts, or the direct responsibility for children, mentally ill, developmentally delayed, or vulnerable adults. Federal law imposes no similar date restriction but requires employers to take into account the age of the violation, the nature of the violation, and the relationship of the violation to the job.

### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the **COLUMBIA GORGE TOURISM ALLIANCE**, a non-profit corporation, hereinafter referred to as "CGTA."

### **Recitals**

- 1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
- 2. CGTA is a Gorge-wide network focused on helping develop the region as a world-class sustainable tourism economy.
- 3. The City of Stevenson does not have qualified staff to manage a such a network.
- 4. CGTA is uniquely qualified to manage a unique network, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such position.
- 5. It is in the City's interest to contract with CGTA to perform certain activities relating to the management of this network 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**, and in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Performance</u>. CGTA will perform the work set forth on the Scope of Work attached hereto as Exhibit A which is incorporated herein by reference.
- 2. <u>Completion</u>. CGTA shall complete the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.

### 4. Payment

a. In consideration of the work to be performed as described in Exhibit A, the City will pay CGTA the total sum of \$5,000. 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 <u>12, 2026</u>. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
- c. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by CGTA to the City before final payment under this contract is made.
- 5. <u>Termination and Waiver</u>. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. 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.
- 6. <u>Financial Records</u>. CGTA shall maintain financial records of all transactions related to this agreement for six (6) 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 Chamber</u>. It is hereby understood, agreed and declared that CGTA is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that CGTA may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if CGTA chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
- 8. <u>Insurance and Liability</u>. CGTA shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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. CGTA 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 CGTA's employees, agents, contractors, subcontractors or other representatives.

CGTA shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. CGTA shall provide the City with ten (10) days' notice in writing prior to cancellation of any such policy.

9. <u>Assignment</u>. Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other

party.

- 10. <u>Ownership of Work Product</u>. All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by CGTA under the terms of this agreement shall be and remain the property of the City.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance With Laws</u>. CGTA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, CGTA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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 Skamania County shall be the venue for any litigation brought in relation to this agreement.
- 14. <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 attorney's costs and fees and 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 appeal.
- 15. <u>Certification of Authority</u>. The parties hereby certify that the persons executing this agreement on behalf of the City and CGTA have legal authority to enter into this agreement on behalf of the City and CGTA and are able to bind the City and CGTA in a valid agreement on the terms herein.

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

/ / / / [Signatures appear on next page] \ \ \ \ \

### **CITY OF STEVENSON**

### **COLUMBIA GORGE TOURISM ALLIANCE**

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

By\_\_\_\_\_ Board President

ATTEST:

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



### City of Stevenson TOURISM FUNDING APPLICATION FORM

### **Organization/Agency Information**

Columbia Gorge Tourism Alliance Four	ndation 27-3466796
Organization/Agency	Federal Tax ID Number
Emily Reed	
Contact Name	
509 Cascade Ave, Suite H Hood River,	OR 97031
Mailing Address	
503-360-3532	emily@columbiagorgetourismalliance.org
Phone	Email
Annual Tourism Projects	
Name of Proposed Event/Activity/Facility	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	
Amount Requested: \$5000.00	
<u>Su</u>	pplemental Questions
	or attach a separate sheet. If you attach a separate sheet, nd number your answers to correspond to the below question

1. Describe your Tourism-Related Activities, Event or Facility: Please see attached

 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.

Please see attached

3. Identify your top 5 sources of Revenue:

1.	Please see attached	\$
2.		\$
3.		\$
4.		\$
5.		\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. Please see attached

5. Describe your plans for advertising and promoting your proposed activity or facility. Please see attached

6. Explain how your activity or facility will result in increased tourism and overnight stays. Please see attached

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. \_\_\_\_\_Staying overnight in paid accommodations.
  - 2. <u>Staying overnight in unpaid accommodations (with friends or family) and</u> traveling 50 miles or more from their place of residence or business.
  - 3. <u>Staying for the day only and traveling 50 miles or more from their place of residence or business.</u>
  - 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

### Please see attached

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

### Please see attached

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Please see attached

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

SignatureEmily Reed10/14/24SignaturePrinted NameDate

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.

### 2024 Tourism Funding Application for Columbia Gorge Tourism Alliance

### 1. Describe your Tourism-Related Activities, Event or Facility:

Columbia Gorge Tourism Alliance (CGTA) is a Gorge-wide network focused on celebrating this world class destination and protecting it from overuse by creating projects that spread visitors to shoulder seasons and to locations & experiences that are off-the-well-worn path. Spreading out the congestion and sharing the tourism love.

### 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 CGTA have several projects that support this goal:

### Accessible Gorge & Trail Enhancements

In 2023 we launched AccessibleGorge.com which helps attract visitors with disabilities by giving them the information they need to plan a trip to the region. People with travel-limiting disabilities spend over \$17 billion on travel turning efforts in accessible tourism into a billion-dollar industry. Their economic impact is enhanced as they are more likely than others to travel with at least one accompanying person. In partnership with the State of Washington Tourism and the Skamania County Chamber, we worked with businesses and land managers to create accurate descriptions of Gorge trailheads, wineries, museums, restaurants, and other destinations while highlighting the unique beauty of the region. We then be promoted this resource (and region) nationally.

In 2024 we built off of this resource to add QR codes to trailheads which offer Accessible Info, Trail Safety Messages, and Guided Audio Tours that highlight the cultural and geological aspects of the region. This project was funded by State of Washington Tourism and is in partnership with local land agencies, museums and the Skamania County Chamber.

We plan to promote these projects widely through our various social media platforms as well as on relvant message boards across the county to attract visitors to our region.

### Gorge Pass & Columbia Gorge Car Free

Each year we are able to promote Stevenson businesses and trailheads via videos, social media and ad campaigns encouraging visitors to come by transit. Our marketing strategy relies heavily on attracting visitors from the metro area by highlighting trip ideas: hikes/walks paired with restaurants and beers (or spirits or wines or ice cream) in each town. These are also supported with a monthly newsletter and presence at various events. We are supported by a grant that allows us to continue this promotion in 2024.

### West Gorge Food Trail & Taste of the Gorge

We are in the middle of the new Taste of the Gorge passport promotion that features Stevenson business who are on the West Gorge Food Trail (<u>www.westgorgefoodtrail.com</u>). We are attracting a lot of attention and visitors who are able to 'check in' via on online app or a paper map in order to win prizes including an overnight stay at Skamania Lodge. Winners also revieve gift certificates to each of the

75+ places, guaranteeing more people discover Stevenson restaurants, breweries, distilleries, wineries, native fish and farms who use or produce local foods.

### Ready Set Gorge

Visitor-facing website (ReadySetGorge.com) to help educate visitors to region on the preparation and safety in the natural areas. The goal is to decrease the need for trail rescues. CGTA provides ongoing coordination of Gorge land managers to keep updated status of site closures and openings. This has been funded by a grant for the following year as well.

### Bi State Rec Group

We also help coordinate monthly Bi State Rec gatherings which give regional updates of issues that affect all of the counties. Each year we pull together coordinated messaging so that the Gorge towns speak to visitors with one voice about safety and expected behavior (eg trash).

### Annual Gorge Tourism Summit & Various Events

Events supporting Gorge tourism businesses and organizations with opportunities to connect, updates on regional efforts, tourism data, education on issues that affect the Gorge, and structured ways to develop projects by action area (Culture, Transportation, Outdoor Rec, Agritourism, & Welcomability).

Additional funding allows us to develop additional projects that support the promotion and protection of the region.

### 3. Identify your top 5 sources of Revenue:

1.	Gorge Pass	\$25,000
2.	Regional DMOS Taste of the Gorge project	\$20,000
3.	Partner Dues	\$15,000
4.	UPRR Ready Set Gorge	\$6,000
5.	Travel Oregon Food Trails	\$5,000

# 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Yes. We are continuing to develop a diversified approach to funding that includes a combination of partner support, grant projects and foundation support for capacity.

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

As a regional non-profit we are often able to attract coverage from local and Portland/Vancouver- based media. In addition, we have a number of websites that are designed to support each other (eg our car free site promotes our gorgeguided.com site which features readysetgorge.com, etc.). We also have 10 social media accounts that are growing in followers and cross promote each other.

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

The focus of all projects is to engage a wide range of organizations to work together to create projects that remove barriers and increase awareness and interest in places like Stevenson that are not yet top of mind.

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

1. \_\_\_\_500 \_\_\_\_\_Staying overnight in paid accommodations.

2. \_\_\_\_500\_\_\_\_\_Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.

3. \_\_\_\_5000\_\_\_\_\_Staying for the day only and traveling 50 miles or more from their place of residence or business.

4. \_\_\_\_1000\_\_\_\_\_Attend but are not included in any one of the categories above.

5. \_\_\_\_500\_\_\_\_Estimated number of participants in any of the above categories that attend from another state or country.

# 6. 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 regularly work with both the Chamber and the Business Association to develop, promote and coordinate our efforts. The Director of the Chamber is a member of the network and actively involved with the Accessible Gorge and Food Trails projects. We also meet regularly to discuss current needs. As a network, we are focused on bringing in all relevant partners including agencies, ports, government and businesses.

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

N/A

# 8. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

The Gorge Pass, West Gorge Food Trail, and Accessible Gorge projects all promote Stevenson businesses (restaurants, breweries, wineries and lodging) to different types of visitors. The 3 additional visitor facing websites (readysetgorge.com, columbiagorgecarfree.com, and gorgeculture.com) are all designed to remove barriers and make it easy for visitors to navigate the Gorge. 9. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

This funding request of \$5000 would be 10% of our budget.

Thank you for your past support and future consideration!

### INTERLOCAL AGREEMENT BETWEEN COLUMBIA AREA TRANSIT AND THE CITY OF STEVENSON FOR PROMOTION OF TOURISM – SEASONAL PUBLIC TRANSPORTATION

**THIS AGREEMENT** is entered into between Columbia Area Transit, a transportation service district organized under the laws of the State of Oregon, hereinafter referred to as "CAT", and the City Stevenson, a municipal corporation, hereinafter referred to as the "CITY" for purposes hereinafter mentioned:

**WHEREAS**, the City is the recipient of Hotel/Motel Funds, for the promotion of travel and tourism, for the marketing and operation of special events and festivals and for related tourist activities in Stevenson,

**WHEREAS**, the City desires to increase dissemination of information about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

**WHEREAS**, the City and CAT mutually agree that CAT can provide promotional information **for a tourism service** that will increase tourism;

**NOW, THEREFORE, BE IT RESOLVED**, that the City and CAT through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

- 1. CAT shall:
  - a. Design and conduct promotion for and operation of CAT to accommodate tourists and recreation users in accordance with Exhibit A attached hereto and incorporated herein by reference, and in accordance with the 2025 Tourism Funding Application form submitted by CAT attached hereto as Exhibit B and incorporated herein by reference.
  - b. 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>Term</u>: The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 3. <u>Completion</u>: All work shall be completed by December 31, 2025.
- 4. Payment:
  - a. The sum to be paid shall not exceed \$10,000 and will be reimbursed as described in Exhibit "A" and as follows.
  - b. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - c. Final invoice for this agreement must be received by the City on or before January <u>12, 2026.</u> **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>: CAT shall maintain financial records of all transactions related to this agreement for six (6) 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.
- 8. <u>Status of CAT</u>: It is hereby understood, agreed and declared that CAT is an independent contractor and is not the agent or employee of City and that no liability shall attach to City by reason on entering into this agreement, except as may be provided herein.
- 9. <u>Insurance and Liability</u>: CAT 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.

CAT 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 CAT employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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 make in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
- 12. <u>Equal Opportunity and compliance With Laws</u>: CAT shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, CAT shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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 Skamania County shall be the venue for any litigation brought in relation to this agreement.
- 14. <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 herby promises to pay all cost and expenses so incurred by the non-defaulting party, including without limitation, "reasonable attorney" costs and fees and 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.

15. <u>Certification of Authority</u>: The parties hereby certify that the person executing this agreement on behalf of City and CAT, have legal authority to enter into this agreement on behalf of City and CAT, and are able to bind City and CAT, in a valid agreement on the terms herein.

### 16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2025 or sooner as provided in paragraph 6 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with CAT for certain tourism services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of the Tourism Promotion Fund Budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraphs 5 and 6 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing: Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

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

/ / / / [Signatures appear on next page] \ \ \ \ \

### **CITY OF STEVENSON:**

### COLUMBIA AREA TRANSIT HOOD RIVER COUNTY, OREGON:

Mayor

Chairman

ATTEST:

Anders Sorestad, Clerk

Clerk of the Board

APPROVED AS TO FORM ONLY:

\_

City Attorney

CAT Attorney

### **EXHIBIT A**

### **Tourism Promotional Services**

### **DELIVERABLES:**

The project shall provide seasonal public transportation for tourists and recreation users as described in their 2025 Tourism Funding Application form submitted by Columbia Area Transit attached hereto as Exhibit B and incorporated herein by reference.

Visitors from the Portland, Oregon and Vancouver/Clark County Washington areas will have access to the Gifford Pinchot National Forest and the Columbia River Gorge National Scenic Area via public transportation on the weekend. Funding has been received from WSDOT and Columbia Area Transit to provide the transit runs during the weekdays.

The City will reimburse Columbia Area Transit for marketing, promotion, and operation of the special seasonal transportation services not to exceed the amount specified in paragraph 4 above.

Whenever possible the promotional pieces will identify the City of Stevenson on the route maps and as a "stop".



### City of Stevenson TOURISM FUNDING APPLICATION FORM

### **Organization/Agency Information**

Hood River County Transportation District (	Columbia Area Transit)	931112033
Organization/Agency		Federal Tax ID Number
Amy Schlappi, Executive Director		
Contact Name		
224 Wasco Loop, Hood River, OR 97031		
Mailing Address		
541-386-4202	amy@catransit.org	
Phone	Email	
Dog Mountain Shuttle		
Name of Proposed Event/Activity/Facili	ty	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>		
Amount Requested: \$ 10,000		
5	Supplemental Questions	

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 Tourism-Related Activities, Event or Facility:

Columbia Area Transit provides transportation services between Hood River, Cascade Locks, Stevenson, and the Dog Mountain Trailhead. On average the service will operate every 30 minutes between Skamania County Fairgrounds and the Dog Mountain Trailhead between 8am and 5pm every Saturday & Sunday during the peak

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 goal is to bring visitors who would otherwise drive straight to the Dog Mountain Trailhead to the Skamania County Fairgrounds and encourage them to visit local businesses in Stevenson after they hike Dog Mountain. 3. Identify your top 5 sources of Revenue:

-55	our top o bourees of Revenue.	
1.	Skamania County Lodging Tax	\$ 10,000
2.	Stevenson Tourism Funding	\$ 10,000
3.	U.S. Forest Service	\$ 10,000
4.	WSDOT Consolidated Grant	\$ 17,500
5.		\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Columbia Area Transit was awarded WSDOT Consolidated Grant funding. This funding has reduced the number of local expenses needed to operate this service.

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

Columbia Area Transit advertises on social media platforms, CAT website, printed brochures, radio, and utilizes partner platforms (ODOT, U.S. Forest Service, Travel Portland, CGTA, etc) to spread awareness of the service available.

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

Since the implementation of the Dog Mountain Trailhead permit program, many visitors have utilized the shuttle service to experience the Dog Mountain trail. Since visitors will be stopping in Stevenson to access the shuttle they are more likely to stay in Stevenson increasing opportunity to visit local businesses potentially increasing

- \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. <u>40</u> Staying overnight in paid accommodations.
  - 2. <u>30</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 2800 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. 500 Attend but are not included in any one of the categories above.
  - 5. <u>1000</u> Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

Columbia Area Transit will continue to work with the Skamania County Chamber of Commerce to ensure that they understand the shuttle service so they can assist locals and visitors with trip planning as well as make sure they have brochures to distribute. Columbia Area Transit will create social media posts that can be shared on the Chamber of Commerces platforms. Drivers will encourage visitors to stop by the 9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

N/A

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?
Columbia Area Transit will continue to encourage support of Stevenson businesses,
restaurants, retail, and lodging through our digital platforms and drivers.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal. 10/1/2024 Amy Schlappi **Printed Name** Date Signature

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.

### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Traverse PNW Market**, hereinafter referred to as "Traverse PNW".

### 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 Stevenson Mushroom Festival event.
- 3. Traverse PNW is uniquely qualified to manage a Stevenson Mushroom Festival event, 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 Traverse PNW 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>. Traverse PNW will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Traverse PNW will plan and operate the Stevenson Mushroom Festival event as described on Exhibit A, incorporated herein by reference.
  - b. Traverse PNW 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> Traverse PNW will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Traverse PNW up to \$11,000 for services performed under his 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 12 2026. 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.

- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. Traverse PNW 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.
- 8. <u>Status of the "Traverse PNW"</u>. It is hereby understood, agreed and declared that Traverse PNW 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.
- 9. <u>Insurance and Liability</u>. Traverse PNW 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.

Traverse PNW 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 Traverse PNW employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Traverse PNW shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Traverse PNW shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.

- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Traverse PNW have legal authority to enter into this agreement on behalf of City and Traverse PNW respectively and have full authority to bind City and Traverse PNW 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

Traverse PNW Events, LLC

Scott Anderson, Mayor

Name & Title:

ATTEST

Anders Sorestad Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



City of Stevenson TOURISM FUNDING APPLICATION FORM

### Organization/Agency Information

THE STEVENSON MUSHROOM FESTIV	AL
by TRAVERSE PNW MARKET	91-1985615
Organization/Agency	Federal Tax ID Number
TABATHA WIGGINS	
Contact Name	
PO BOX 1522, STEVENSON, WA 98648	3
Mailing Address	
(509) 310-8381	tabatha@traversestevenson.com
Phone	Email
THE 2 <sup>ND</sup> ANNUAL STEVENSON MUSHR	OOM FESTIVAL
Name of Proposed Event/Activity/Facilit	V

- Image: Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$6500.00

### **Supplemental Questions**

- Describe your Tourism-Related Activities, Event or Facility: The Stevenson Mushroom Festival 2025! We want to build on the success of 2024 by bringing mushroom lovers and the fungi-curious together to discover and celebrate everything related to mushrooms. The festival will continue to highlight our local retailers, restaurants and various locations and draw locals and tourists to explore our amazing town.
- 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 plan is replicate what worked for 2024 and expand engagement between

participating locations and festival attendees. We plan to kick-off the festival with another successful Mushroom Gala at the Columbia Gorge Museum. The Friday evening, mushroom-themed event will include music, dancing, vendors, and catered mushroom-centric food and beverages. Attendees will be encouraged to book local accommodations and enjoy the rest of the festival events and promotions on Saturday. We also hope to expand the foraging workshop with the Forest Service on Sunday. Currently we're looking at the weekend of October 17-19 (pending no other conflicts with community/regional events). Expected costs on attached budget.

- 3. Identify your top 5 sources of Revenue:
  - 1. Mushroom Gala Tickets & Beverage Sales
  - 2. Retail Sales for Participating Retailers
  - 3. Retail Sales for Participating Restaurants
  - 4. Accommodation Bookings
  - 5. Vendor Revenue including demonstrations and local artisans
- 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

At this time we do not have plans to become fully self-funded. We require support from TAC funds for advertising, marketing and promotional materials. We will ask some of our partners to sponsor a portion of their participation including the space rental fees for the Columbia Gorge Museum and advertising with RiverTalk Weekly. Traverse PNW Market will sponsor the remaining budget for the festival. If we can increase revenue and sponsorships in the future, we hope to eliminate expenses for Traverse and require less funding.

5. Describe your plans for advertising and promoting your proposed activity or facility. Year one has given us numerous connections to mycologists, educators and enthusiasts that have already committed to helping us grow in 2025. We will continue to advertise in local and regional newspapers, create and distribute press releases and grow our social media reach.

We anticipate additional retailers, lodging properties, restaurants, vendors, and locations for 2025. With their participation and our partnerships with the City of Stevenson, the Skamania County Chamber of Commerce and the Stevenson Downtown Association, we anticipate a greater scope of influence. 6. Explain how your activity or facility will result in increased tourism and overnight stays.

One of the main reasons to create a fun and welcoming two-day festival is to drive tourism and increase overnight stays in the shoulder season.

We hope to partner again with ArtBliss Hotel, Hotel Stevenson and Wilder & Pine Riverside Cabins. We have had interest from Skamania Lodge in partiipaint for 2025 and hope to add them and their reach to expand overnight stays. As in 2024, local lodging properties will offer a discount code for a 2-night stay in exchange for our marketing and promotion efforts and we will provide a mushroom-themed amenity to their guests upon arrival.

Saturday's events and activities will take place throughout town and include a mix of family-friendly, dog-friendly and 21+. We will partner with local businesses and organizations to offer demonstrations, classes, activities, tastings, crafts, music and more.

Participants will receive a passport book for their "Mushroom Hunt" that include everything there is to enjoy, where to go, and how to "hunt" for all their passport stamps. Traverse PNW Market will award prizes for completed passport books.

- 7. List the number of tourists expected to attend your activity or facility in each of these categories:
  - 1. 80 Staying overnight in paid accommodations.
  - 2. 20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 50 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. 150 Attend but are not included in any one of the categories above.
  - 5. 100 Estimated number of participants in any of the above categories that attend from another state or country. (Including Oregon in this estimate)

We are basing our projections on 400 total attendees for Saturday and 150 attendees for the Friday night Gala.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson <del>Business</del> Downtown 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. The success of The Stevenson Mushroom Festival depends on our well-established relationships with our community partners, vendors and experts in the world of mycology. In addition to the City, the Chamber, the SDA, the Library, the Museum, we partnered with 3 lodging properties, 6 restaurants, 7 retailers and various vendors, artisans, experts and educators to bring the festival to life in 2024. It can only grow from there in 2025. Our commitment to Stevenson and these partnerships are the foundation of our success.

- 9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. N/A
- 10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

Stevenson retailers, restaurants, organizations and lodging properties will be persuaded to participate in The Stevenson Mushroom Festival on a level that works for and supports them. Our marketing efforts will promote Stevenson as a whole and increase revenue from locals and tourists.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

Our request for funding represents approximately 25% of the total expenses and is intended to be used towards advertising, marketing and promotional materials. Please see itemized revenue and expense budget included separately.

12. Sign and date your proposal.

TABATHA WIGGINS

09/25/2024

Printed Name

Date

# **Event budget**

## **TOTAL EXPENSES**

Friday Event Site	Estimated	Actual
Space Rental	\$2,500.00	
Site staff	\$400.00	
Equipment / AV	\$350.00	
Tables / Chairs / Linens	\$500.00	
Total	\$3,750.00	\$0.00
Misc Friday Event	Estimated	Actual
		Aotuai
Decorations	\$250.00	
Insurance	\$300.00	
Paper supplies	\$200.00	
Music	\$650.00	
Total	\$1,400.00	\$0.00
Marketing	Estimated	Actual
Website Renewal & Updates	\$400.00	\$250.00
Advertising	\$2,500.00	

\$250.00	
\$550.00	
\$700.00	
\$500.00	\$0.00
\$75.00	
\$4,975.00	\$250.00
Estimated	Actual
\$500.00	
	\$550.00 \$700.00 \$500.00 \$75.00 \$4,975.00 Estimated

# EXPENSES

	Estimated	Actual
	\$23,556.00	
Friday Event F&B (150 PPL)	Estimated	Actual
Food	\$3,500.00	
Drinks	\$1,500.00	
Liquor License	\$11.00	
F&B Staff	\$800.00	
Total	\$5,811.00	\$0.00
Saturday Program	Estimated	Actual
Demonstrations	\$500.00	
Classes	\$750.00	
Festival Staff	\$1,500.00	
Festival Staff Other Entertainment	\$1,500.00 \$400.00	
	· · · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·	\$0.00
Other Entertainment	\$400.00	\$0.00 Actual
Other Entertainment Total	\$400.00 <b>\$3,150.00</b>	· · ·

Total	\$3,970.00	\$0.00
"Hunting" Passports	\$900.00	
Prizes	\$400.00	
Custom Passport Stamps	\$120.00	

### AGREEMENT

This agreement made and entered into 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Columbia Gorge Racing Association**, a 501(c)(3) organization, hereinafter referred to as "CGRA".

### 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 Gorge Olympic Windsurfing Cup event.
- 3. The CGRA is uniquely qualified to manage a Gorge Olympic Windsurfing Cup event, 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 the CGRA 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>. The CGRA will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. The CGRA will plan and operate the Gorge Olympic Windsurfing Cup event as described on Exhibit A, incorporated herein by reference.
  - b. The CGRA 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>. The CGRA will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse the CGRA up to \$5,000 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 12 2026. 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.

- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. The CGRA 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.
- 8. <u>Status of the "CGRA"</u>. It is hereby understood, agreed and declared that the CGRA 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.
- 9. <u>Insurance and Liability</u>. The CGRA 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.

The CGRA 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 CGRA employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. The CGRA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the CGRA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.

- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and the CGRA have legal authority to enter into this agreement on behalf of City and the CGRA respectively and have full authority to bind City and the CGRA 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

Columbia Gorge Racing Association

Scott Anderson, Mayor

Name & Title:

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



## City of Stevenson TOURISM FUNDING APPLICATION FORM

<u>Organizatio</u>	n/Agency Information
CGRA	371-06-2251
Organization/Agency	Federal Tax ID Number
Caroll-Ann Alie	
Contact Name	the species provide the second s
71 Mount-Hood St. Lyle WA 98635	a endernegra heleger hur single erre de militioneties de services de services de services de services de servic
Mailing Address	ntinenantinemporte anditione or empoyment P
714-296-4080 са	rollannalie@gmail.com
	nail
5th Annual Gorge Olympic Cup	
Name of Proposed Event/Activity/Facility	sector and a sector of the sec
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	
Amount Requested: \$_5,000.00	Ciliana.
Supple	mental Questions

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 Tourism-Related Activities, Event or Facility: Please see separate documents

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.

3. Identify your top 5 sources of Revenue:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

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

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

- \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. \_\_\_\_\_Staying overnight in paid accommodations.
  - 2. Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

2. alie CARALL-ANN ALIE Printed Name 101 14-24 Date Signature

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.

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Julie Mayfield**, hereinafter referred to as "Julie Mayfield".

#### 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 live music events.
- 3. Julie Mayfield is uniquely qualified to manage live music events, 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 Julie Mayfield 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>. Julie Mayfield will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Julie Mayfield will plan and operate the live music events as described on Exhibit A, incorporated herein by reference.
  - b. Julie Mayfield 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> Julie Mayfield will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Julie Mayfield up to \$9,035 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 12 2026. 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.
- 5. <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.

- 6. <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.
- 7. <u>Financial Records</u>. Julie Mayfield 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.
- 8. <u>Status of "Julie Mayfield"</u>. It is hereby understood, agreed and declared that Julie Mayfield 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.
- 9. <u>Insurance and Liability</u>. Julie Mayfield 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.

Julie Mayfield 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 Julie Mayfield employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Julie Mayfield shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Julie Mayfield shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.

- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Julie Mayfield have legal authority to enter into this agreement on behalf of City and Julie Mayfield respectively and have full authority to bind City and Julie Mayfield 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

Julie Mayfield Events, LLC

Scott Anderson, Mayor

Name & Title:

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

#### Exhibit A



## City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

JULIE MAYFIELD	601-908-612
Organization/Agency	Federal Tax ID Number
JULIE MAYFIELD Contact Name	
PO BOX 425, STEVENSON WA 98648	
Mailing Address	
360.789.1227	JULESDAVIS@YAHOO.COM
Phone	Email
STEVENSON WATERFRONT PUBLIC STAGE	SEASONAL WEEKLY LIVE MUSIC
Name of Proposed Event/Activity/Facility	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	
Amount Requested: \$_9,035	

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

Seasonal Saturdays outdoor live music performances at the Stevenson Waterfront Public Stage for 5 months.

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 Stevenson Waterfront is a key community asset. See attached.

3. Identify your top 5 sources of Revenue:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

NA

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

Email marketing through my personal curated list of 330 people weekly; listing in the Chamber's weekly email newsletter; posting on Gorgecurrent.com; sandwich board ("A-Board") at event site citing live music; ad in RiverTalk Weekly (weekly); schedule posted on Clark & Lewie's website/Facebook site.

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

While attending the performances of the 2024 season I talked to many visitors who were looking for something to do and were very happy to find live music in such an incredible setting on the Stevenson Waterfront. Not only do they attend but they meet a lot of locals who tell them about the area and the visitors also experience our

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. <u>see attached</u> Staying overnight in paid accommodations.
  - 2. <u>Staying overnight in unpaid accommodations (with friends or family) and</u> traveling 50 miles or more from their place of residence or business.
  - 3. Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

I send the schedule updates to the Chamber who publishes it in their weekly email newsletter. In my personal newsletter I reference the Chamber's newsletter, and I also check the Chamber's newsletter before sending mine out so I can include music-related events in the area. Clark & Lewie's Restaurant contributes \$20 each to the musicians toward food/drink and publishes the schedule on their website/Facebook. 9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

NA

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Visitors and locals patronize the local restaurants before, during, and after the music. Some musicians and associates of the musicians stay in local lodging; other visitors come out specifically for music and stay at local lodging and go to their restaurants and

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

Julie Mayfield	Digitally signed by Julie Mayfield Date: 2024.10.14 09:17:06 -07'00'	JULIE MAYFIELD	October 14, 2024
Signature		Printed Name	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.

2. 2. For tourism marketing, special events and festivals: a. Broad tourism marketing efforts will be given priority over the promotion of events. b. Multi-day events generating multiple overnight stays will be given priority over single-day. c. Priority will be given to those proposals that leverage other funds. d. Priority will be given to events that attract visitors during the shoulder seasons.

# As weather permits, these performances begin at the end and beginning of *shoulder* seasons.

#### Looking at FIVE MONTHS of live music at the Stevenson Waterfront Public stage:

7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):

#### For 21 weeks:

1.

1. \_ 104\_\_\_\_\_Staying overnight in paid accommodations.

2. \_\_104\_\_\_\_\_Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.

3. \_\_104\_\_\_\_\_Staying for the day only and traveling 50 miles or more from their place of residence or business.

4. <u>1,053\*</u> Attend but are not included in any one of the categories above.

5. <u>210</u>\_\_\_\_Estimated number of participants in any of the above categories that attend from another state or country.

\*Observance from summer 2024—approximately 3 picnic tables filled plus people with their own lawn chairs, sitting on the ground/standing, and those within the Clark & Lewie's roped area—as an average (an average 65 people per concert attended in 2024 [21 weeks, which is 1,365]). I spoke with visitors almost each event who were visiting from Portland or Vancouver area or other states.

#### In general:

In early summer 2023, the SBA built a performance stage between Clark & Lewie's Restaurant and the Tour Boat Dock, where the Farmers Market is held, with the intention of its use as a public performance stage. The 2024 Stevenson Public Stage season was well received and well attended with an average 65 people enjoying each live performance. Many people bring their own sustenance (which they may have purchased from any of the local restaurants/tavern or other sources) and chairs to enjoy the public performance. Often musicians, friends of musicians, stay overnight in local commercial lodging.

Proposal: pay solo artists \$200/performance, and \$100 each to 2 up to 4-piece group (with a max of \$400).

The proposed time period is **May 17 through October 11** (21 weeks, excluding Stevenson Waterfront Music Festival first wknd Aug). In addition, I need to be compensated for my work in booking and attending most performances, assisting with logistics and marketing\*\*.

Proposed Scenario (2-hr performance):

15 up to 4-piece* bands:	15 x \$400 = potentially \$6,000
6 soloists:	6 x \$200 = \$1,200
21 Bookings Fee**:	$21 \times 60 = 1,260$
RiverTalk Weekly Ad:	\$325
A-Board on site day of music	\$250
TOTAL:	\$9,035
*2 up to 1 active performance	

\*2 up to 4 active performers

\*\*This does not include any of my time/effort composing/sending my weekly email newsletter about local live music, curating my email list, etc. (at times I even give free overnight stays to musicians at my short-term rental).

For those needing more info on what it typically takes to perform: hours of practice, organize equipment/music, haul it to your vehicle, put it in the vehicle in some order, drive to event, unload equipment, set it up after figuring out the new logistics of each venue. Trouble shoot issues. Sound check. Perform two hours. Pack up all equipment, haul to vehicle, organize in vehicle. Drive. Unload all equipment, put it back where you got it. (Also, procuring and maintaining equipment)

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Tree of Life Church, dba FireFest Northwest, hereinafter referred to as "FireFest".

#### 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. FireFest 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 FireFest 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>. FireFest will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. FireFest will plan and operate FireFest Northwest as described on Exhibit A, incorporated herein by reference.
  - b. FireFest 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>. FireFest will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. Payment.
  - a. The City will reimburse FireFest 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 12, 2026. 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>. FireFest 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 "FireFest"</u>. It is hereby understood, agreed and declared that FireFest 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>. FireFest 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.

FireFest 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 FireFest 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>. FireFest shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, FireFest 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 FireFest have legal authority to enter into this agreement on behalf of City and FireFest respectively and have full authority to bind City and FireFest 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

FIREFEST

Scott Anderson, Mayor

Jeanie Sherman, Owner

ATTEST

Anders Sorestad Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



### City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Tree of Life Church//FireFest NW (fc	ormerly X-Fest NW)	93-1322228
Organization/Agency		Federal Tax ID Number
Jeanie Sherman		
Contact Name		
13702 NE Brazee Court Portland, Ore	egon 97230	
Mailing Address		
971-207-7416	Firefestnw@gmail.com	
Phone	Email	
FireFest NW		
Name of Proposed Event/Activity/Fac	cility	
<ul><li>Tourism Promotion Activities</li><li>Tourism-Related Facility</li></ul>		

Events/Festivals

Amount Requested: \$ 8000

#### **Supplemental Questions**

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.

 Describe your Tourism-Related Activities, Event or Facility: Firefest NW is a Christian arts, drama, dance, music, and family gathering. It is a showcase for independent Christian artists from all over the USA, Canada, Europe, Africa, and Japan. There are music and art workshops for adults and children.

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.
 Firefest NW is an established event on Labor Day Weekend. This coming year, 2025, the dates

are August 29<sup>th</sup> through August 31<sup>st</sup>. For the past twenty-two years we have attracted artists to Stevenson, from all over the US, Canada, Europe, Africa, and Japan. We would like to hire David Crowder or Brian Head Welch or Petra to attract visitors. Bringing in headliners such as

these would bolster our attendance and promote tourism. We also encourage families to camp or rent rooms in town for the weekend to enjoy the beauty of Stevenson.

Our expected costs are around \$20,000.

entify your top 5 sources of Revenue:	
1. Morgan Stanley	\$ 2650
2. Private Donations	\$ 5300
3. Raffle and Silent Auction	\$ 1000
4. Music Concert Fund Raiser	\$ 1000
5. Sell Merchandize	\$ 1000

## 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. Yes, our current fundraising efforts for **Fire fest NW** 2025 will consist of:

- 1) Selling merchandise on our website store.
- 2) Fund raising music concerts at the Grange on St Johns Road, Vancouver, WA.
- 3) Seeking private donations from individuals and businesses.
- 4) Applying for grants

3.

- 5) Silent Auction and Raffle tickets
- 6) We are considering charging at the gate. Right now, it is a free event for families and artists.

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

- A) Radio Advertising Fish and KLOVE radio stations broadcasts in 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 our festival nationally while touring.

F) Internet Advertising - Our internet address is www.FirefestNW.com We are listed with

Twitter and Face book. All bands and artists advertise FirefestNW on their

Facebook sites. We advertise with Sonicbids, and are also listed with several search

engines. We use an e-mail list to personally invite more people to join us.

6. 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 and family activities. 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. This past year there were several attendees with RV's that hooked up to the RV sites on the fairgrounds. Since we did not rent the RV side of the Fairgrounds, our attendees paid Skamania County Fairgrounds for their hook ups at \$25 a night or \$75 for three nights.

<sup>7. \*</sup>List the number of tourists expected to attend your activity or facility in each of these categories (\*required):

- 1. <u>250</u> Staying overnight in paid accommodations.
- 2. <u>25</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
- 3. <u>150</u> Staying for the day only and traveling 50 miles or more from their place of residence or business.
- 4. <u>150</u> Attend but are not included in any one of the categories above.
- 5. <u>300</u> Estimated number of participants in any of the above categories that attend from another state or country.
- Explain how you will coordinate with the Skamania County Chamber of Commerce 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 the advertising opportunities available with the Chamber of Commerce, including the weekly newsletters and materials that get distributed around Oregon and Washington. We plan on partnering as much as possible with the Chamber.

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

N/A

 Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Because we don't have vendors on sight, attendees will purchase commodities in town which adds to Stevenson's economy. Also, Stevenson has wonderful quaint shops that attract our attendees. Not everyone likes to camp for three nights so some attendees will utilize lodging in Skamania County. We also advertise A&J Select Grocery Store, Big River Grill and Subway on our schedules and website.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts. Forecasted Expenses:

Fairgrounds – 4,000 Sound - 1200 Bands – 8,500 Food for volunteers and bands - 2000 Advertising - 2000 Insurance - 200 BMI License - 300 Updating Website - 1000 Misc – 800.00 (Sanitizer, gloves, water, coffee, paper plates & cups, plastic ware, napkins, garbage bags, fly strips cleaning products, schedules, wrist bands and unexpected costs) TOTAL - \$20,000

The amount requested is \$8,000, which is about 40% of our budget.

12. Sign and date your proposal.

MSheima	M Jeanie Sherman	10-28-2024
Signature	Printed Name	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.

#### AGREEMENT – STEVENSON WATERFRONT MUSIC FESTIVAL

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Chris Kellogg, dba Clark & Lewie's Restaurant**, hereinafter referred to as "Clark & Lewie's".

#### 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 Waterfront Music Festival.
- 3. Clark & Lewie's is uniquely qualified to manage a Waterfront 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 Clark & Lewie's 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>. Clark & Lewie's will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Clark & Lewie's will plan and operate the Stevenson Waterfront Music Festival as described on Exhibit A, incorporated herein by reference.
  - b. Clark & Lewie's 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>. Clark & Lewie's shall complete the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Clark & Lewie's up to \$6,000 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 12, 2026. 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.
- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. Clark & Lewie's 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.
- 8. <u>Status of "Clark & Lewie's"</u>. It is hereby understood, agreed and declared that Clark & Lewie's 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.
- 9. <u>Insurance and Liability</u>. Clark & Lewie's 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.

Clark & Lewie's 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 Clark & Lewie's employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Clark & Lewie's shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, Clark & Lewie's shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

- 13. <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.
- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Clark & Lewie's have legal authority to enter into this agreement on behalf of City and Clark & Lewie's respectively and have full authority to bind City and Clark & Lewie's 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

CLARK & LEWIE'S

Scott Anderson, Mayor

Chris Kellogg, Owner

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



## City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Clark and Lewie's	
Organization/Agency	Federal Tax ID Number
Chris Kellogg Contact Name	
PO Box 1340 Stevenson WA. 98648	а А
Mailing Address	
360.567.5600	chris@clarkandlewies.com
Phone	Email
2025 Waterfront Music Festival	
Name of Proposed Event/Activity/Facility	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	
Amount Requested: \$6000.00	
	oplemental Questions
You may type your answers in Word below please answer <u>all of the below questions</u> an numbers.	or attach a separate sheet. If you attach a separate sheet, Ind number your answers to correspond to the below question
1. Describe your Tourism-Related Activiti	ies, Event or Facility:
Eamily friendly music festival on the Lewie's 130 Cascade Ave.	waterfront in Stevenson centered at Clark and
2. Describe your proposal to attract visitor the Call for Tourism Promotion Propos	rs to the City, including dates and expected costs. Please see als for criteria and items to be prioritized by the Tourism

See attached.

Advisory Committee.

3. Identify your top 5 sources of Revenue:

1. SEE AHAICHUL	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

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

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

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. 30-5() Staying overnight in paid accommodations.
  - 2.  $\frac{43-63}{\text{traveling 50 miles or more from their place of residence or business.}}$
  - 3. 55t Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. 600 Attend but are not included in any one of the categories above.
  - 5. 50-30 Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

SEE

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

AHachier

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal. Chris Kello Signature

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.

## <u>2.</u>

Stevenson, Washington, offers a stunning backdrop for the 2025 waterfront music festival, attracting visitors with its picturesque natural beauty and unique location in the heart of the Columbia River Gorge. The draw is the talent of musicians that the lineup brings to Stevenson. The town is known for its charming small-town vibe, surrounded by dramatic cliffs, lush forests, and the mighty Columbia River, making it a haven for outdoor enthusiasts. With hiking trails, water sports, and stunning vistas nearby, visitors can enjoy activities like windsurfing, kayaking, or exploring scenic hikes before or after the festival.

The festival itself will be set against the sweeping views of the river and mountains, providing a one-of-a-kind, immersive experience where music blends seamlessly with nature. Families and guests will enjoy live performances while taking in the fresh air and panoramic landscapes. Stevenson's friendly community, local craft breweries, and vibrant dining scene add to the appeal, offering an authentic taste of the Pacific Northwest. The festival is not just an event, but a celebration of music, nature, and the unique character that makes Stevenson a must-visit destination.

## <u>3.</u>

Top 5 sources of revenue:

- Sponsors
- Food, Beer, Cocktails.
- Vendors
- Donations
- Raffles and Swag sales.

## <u>4.</u>

To eventually become self-funded for this event, the waterfront music festival in Stevenson, Washington, we will focus on generating multiple revenue streams and cutting costs strategically. Here are some steps to help achieve self-funding:

### A. Sponsorships and Partnerships

- Local Businesses: Partner with local businesses, breweries, restaurants, and outdoor gear companies to sponsor different aspects of the festival (stages, activities, food areas). They can provide financial support or in-kind contributions like equipment, services, or products.
- **Corporate Sponsorships:** Approach larger companies that align with the festival's values (e.g., outdoor recreation, music, sustainability) for higher-tier sponsorship packages.
- Nonprofit Partnerships: Partner with local nonprofits or community organizations to access grants, sponsorships, or funding specifically aimed at cultural events.

#### To effectively advertise and promote the 2025 waterfront music festival in Stevenson, Washington, our plan can incorporate a mix of digital, local, and experiential marketing strategies to create buzz and draw attendees. Here's a detailed approach:

## A. Digital Marketing

- Social Media Campaigns: Leverage platforms like Instagram, Facebook, and to share visually appealing content, including photos and videos of the festival location, performing artists, and local attractions. Use targeted ads to reach audiences interested in music festivals, outdoor activities, and Pacific Northwest events.
- **Influencer Collaborations:** Partner with local influencers, music bloggers, and outdoor enthusiasts who have a following in the Pacific Northwest to promote the festival. They can share their experiences leading up to the event and offer ticket giveaways.
- **Festival Website:** Continue to add to our engaging festival website that showcases the lineup, schedules, ticket options, and information about Stevenson. Include blog posts about the artists, the town, and the unique festival experience.
- **Email Marketing:** Build an email list through early sign-ups and use it for event announcements, and exclusive content. Offer discounts or exclusive perks to subscribers.

## **B.** Local Promotion

- **Community Partnerships:** Work with local businesses, breweries, and outdoor outfitters to promote the festival through in-store signage, flyers, and cross-promotions. For example, offer a discount on festival swag with a purchase at a partnering business.
- **Posters and Street Teams:** Place posters and flyers in key areas such as nearby towns, universities, and popular outdoor destinations. Deploy street teams to hand out promotional materials at local events, farmers' markets, and outdoor recreation areas.
- **Local Media:** Partner with local newspapers, radio stations, and event publications for coverage. Secure interviews with festival organizers or performing artists to generate buzz.

## **C. Experiential Marketing**

- **Pop-Up Performances:** Host small pop-up concerts or preview events featuring local musicians at popular spots in Stevenson and surrounding areas. This can give a taste of what the festival has to offer and encourage attendees to attend.
- **Collaborative Events:** Partner with local breweries or wineries to host themed events leading up to the festival, such as "Music & Brews" nights where attendees can get discounts on swag, or win festival merchandise.
- **Group Discounts:** Offer group discounts or family packages to encourage larger parties to attend together. This can boost word-of-mouth promotion.

## <u>5.</u>

## **D.** Partnerships with Local Tourism Boards

- **Tourism Promotions:** Work with local tourism boards and chambers of commerce to include the festival in regional travel packages. Promote Stevenson as a must-visit destination for its natural beauty, with the festival as a major highlight.
- **Collaborative Content Creation:** Create content featuring local attractions, outdoor activities, and dining options in Stevenson, co-branded with tourism boards to promote the festival as part of a larger travel experience.

### **E.** Contests and Giveaways

- **Social Media Contests:** Run contests for festival merchandise, encouraging participants to share festival content or tag friends to increase visibility.
- **Photo Challenges:** Encourage participants to share photos of Stevenson or their favorite music festival moments with a branded hashtag for a chance to win festival tickets.

## F. Sustainability and Community Involvement

- **Highlight Sustainable Practices:** Emphasize eco-friendly initiatives such as waste reduction, local food sourcing, and partnerships with environmental nonprofits. Use this as a unique selling point in marketing materials.
- **Community Engagement:** Showcase ways the festival benefits the local community, such as fundraising efforts or partnerships with local nonprofits. This can build support and encourage locals to promote the event.

This advertising and promotional plan leverages the unique appeal of Stevenson, the festival's location, and a mix of marketing channels to create a buzz and ensure a strong turnout for the 2025 waterfront music festival.

## <u>6.</u>

The 2025 waterfront music festival in Stevenson, Washington, is set to significantly boost tourism and increase overnight stays by continuing to position itself as a premier cultural family event in the heart of the Columbia River Gorge. Here's how the festival drives these outcomes:

### A. Attracting Regional and Out-of-Town Visitors

- **Destination Appeal:** The Columbia River Gorge is already a popular destination for nature lovers, offering outdoor activities like hiking, windsurfing, and scenic exploration. The music festival adds a cultural draw, encouraging people from nearby cities like Portland, Vancouver, and Seattle, Hood River, White Salmon, as well as further afield, to plan weekend getaways centered around the event.
- **Diverse Lineup:** By featuring a diverse mix of local, regional, and potentially wellknown artists, the festival will appeal to a wide range of music lovers, drawing attendees who might not otherwise visit Stevenson. The unique combination of live music and the natural beauty of the Gorge creates a compelling reason for visitors to extend their stay.

## **B. Extended Festival Programming**

- **Multi-Day Format:** Hosting the festival over multiple days encourages attendees to book overnight accommodations to experience the full event. For example, a Friday-Saturday lineup gives visitors a reason to arrive early and stay through the weekend, increasing demand for local hotels, vacation rentals, and campgrounds.
- **Pre-Festival and After-Party Events:** Adding pre-festival events, pre shows, or afterparties encourages guests to stay longer. Local businesses can host these events, further stimulating the local economy and extending the duration of visitors' stays.

#### C. Partnerships with Local Lodging and Tourism Services

- **Festival Packages:** Partnering with local hotels, bed-and-breakfasts, and campgrounds to offer special "stay-and-play" packages that include festival swag can make overnight stays more attractive. Promoting these packages as part of the festival's marketing strategy increases bookings and tourism.
- **Tourist Activities:** Work with local tour operators, outdoor activity providers, and recreation companies to bundle experiences like guided hikes, river activities, or brewery tours with festival attendance. Visitors who come for the music will be more inclined to explore other local attractions, leading to longer stays.

#### **D.** Boosting Economic Impact for Local Businesses

- **Increased Demand for Accommodations:** With the influx of festival-goers, local hotels, motels, vacation rentals, and campgrounds will see higher occupancy rates. The festival's timing can be strategically planned during a season when overnight stays are typically lower, helping to balance tourism throughout the year.
- **Spending on Dining, Shopping, and Attractions:** Attendees will contribute to the local economy by dining at restaurants, shopping at local stores, and participating in outdoor activities. Encouraging festival-goers to explore Stevenson's charming downtown and nearby attractions can help spread the economic benefits throughout the community.

#### E. Positioning Stevenson as an Annual Event Destination

- Long-Term Tourism Growth: The success of the 2025 festival will continue to establish it as an annual event, creating a recurring boost in tourism. By positioning Stevenson as a cultural hub with regular music and arts events, the town is building a reputation that attracts visitors year-round.
- **Repeat Visits:** Festival attendees who enjoy their time in Stevenson may be inspired to return for future visits, not just for the festival, but for other recreational opportunities the area offers. This will lead to long-term growth in tourism and hospitality.

By combining the festival experience with the natural appeal of the Columbia River Gorge and strategic partnerships, the 2025 waterfront music festival will significantly increase tourism, drive overnight stays, and stimulate the local economy.

## <u>7.</u>

To estimate the number of festival guests out of 800 who will stay overnight, stay with friends and family, only stay for the day, and come from out of state, we can consider typical behavior patterns for similar events in comparable locations:

## A. Stay Overnight (Hotels, Rentals, Campgrounds)

- **Estimate:** About 50-60% of the guests may choose to stay overnight, given that the festival spans multiple days and Stevenson's appeal as a scenic destination.
- **Expected Participation:** 400 to 480 guests are likely to stay overnight.

## **B. Stay Overnight with Friends or Family**

- **Estimate:** Within the group staying overnight, around 10-20% might choose to stay with friends or family who live nearby rather than booking accommodations.
- Expected Participation: 40 to 96 guests might stay with friends or family.

## C. Stay for the Day Only (No Overnight Stay)

- **Estimate:** Around 40-50% of guests may only attend the festival for the day, either because they live within driving distance or prefer not to book overnight accommodations.
- **Expected Participation:** 320 to 400 guests will likely stay for the day only.

### **D.** Out-of-State Visitors

- **Estimate:** Given Stevenson's regional appeal, it's likely that 20-30% of attendees may come from out of state, particularly from neighboring areas like Oregon, Idaho, and Northern Washington.
- **Expected Participation:** 40 to 75 guests are expected to be from out of state or not been to Stevenson.

These estimates suggest that a significant portion of the attendees will contribute to the local tourism economy through overnight stays, while a sizeable number may visit only for the day.

## <u>8.</u>

To coordinate with the Skamania County Chamber of Commerce for promoting the 2025 waterfront music festival and develop other partnerships, the following approach will help ensure a collaborative effort to maximize exposure, drive attendance, and contribute to the festival's overall success:

### A. Coordination with Skamania County Chamber of Commerce

- Joint Marketing Efforts: Collaborate with the Chamber to include the festival in their event calendars, newsletters, and social media platforms. Utilize their existing marketing channels to reach a broader audience, including tourists, local businesses, and Chamber members.
- Leverage Visitor Resources: Work with the Chamber to distribute promotional materials, such as brochures, posters, and flyers, at their Visitor Center and local businesses. This will ensure that tourists and visitors to the area are aware of the event.
- Local Business Involvement: Partner with the Chamber to engage local businesses in the festival. This could include offering special promotions for festival-goers, coordinating with local restaurants for special menus, or setting up vendor booths at the festival.
- **Tourism Promotion:** Utilize the Chamber's connections with regional tourism boards and travel influencers to promote the festival as a key event for the Columbia River Gorge. This can be done through travel packages, website listings, and shared social media campaigns.

## **B.** Developing Other Strategic Partnerships

- Local Businesses and Sponsors: Partner with local breweries, wineries, restaurants, outdoor gear shops, and other businesses to sponsor various aspects of the festival, such as stages, food and beverage areas, or VIP lounges. Sponsors can provide financial support or in-kind contributions like products, services, or promotional help.
- **Outdoor Recreation Companies:** Collaborate with companies that offer guided tours, rental equipment, or outdoor activities in the Columbia River Gorge. Bundle these services with festival ticket packages to create a complete experience for visitors.
- **Tourism and Hospitality Providers:** Partner with local hotels, bed-and-breakfasts, and campgrounds to offer special festival packages, including discounted accommodations for attendees. Work with regional travel agencies to include the festival in weekend getaway deals.
- Arts and Cultural Organizations: Engage local arts organizations, nonprofits, or cultural institutions to support the festival through grants or joint events. This could involve showcasing local art, hosting related workshops, or involving local musicians and performers in the festival lineup.
- **Media Partners:** Establish partnerships with local and regional media outlets, including newspapers, radio stations, and event blogs, for coverage, advertising, and promotions. Media sponsorships could also include ticket giveaways or festival previews to generate excitement.

## C. Community Involvement and Support

- Volunteer Programs: Recruit volunteers from local schools, colleges, or community groups to help with festival operations. Partnering with the Chamber, SDA, and local organizations to coordinate volunteer efforts can strengthen community support.
- **Sustainability Initiatives:** Work with local environmental groups to implement sustainable practices at the festival, such as waste reduction programs, recycling stations,

or using eco-friendly products. Promote these initiatives as part of the festival's commitment to protecting the Columbia River Gorge.

• Local Artist and Vendor Opportunities: Provide opportunities for local artists, craftspeople, and food vendors to participate in the festival. Partnering with the Chamber, and SDA can help connect with these businesses and ensure the festival reflects the local culture and character.

By coordinating with the Skamania County Chamber, the SDA, and developing a network of strategic partnerships, the festival will not only benefit from enhanced promotion but also build stronger ties with the community, increasing local engagement and ensuring long-term success.

## <u>9. N/A</u>

## <u>10.</u>

To encourage support for Stevenson businesses, restaurants, retail, and lodging during the 2025 waterfront music festival, it's essential to integrate local businesses into the festival experience and create incentives for festival-goers to explore and support them. Here are some strategies:

#### A. Festival Packages with Local Businesses

- **Stay-and-Play Packages:** Partner with local hotels, motels, bed-and-breakfasts, and vacation rentals to offer special "stay-and-play" packages that bundle festival tickets with discounted room rates. Promote these packages through the festival website, social media, and local tourism channels.
- **Dining and Shopping Discounts:** Collaborate with local restaurants, cafes, and shops to create festival-exclusive deals or discounts. Festival-goers can show their tickets or wristbands at participating businesses for a discount on meals, drinks, or merchandise.

### **B.** Promotional Partnerships with Restaurants and Retail

- **Food and Beverage Collaborations:** Partner with local restaurants and breweries to create festival-themed menu items, drinks, or special offers that coincide with the event. For example, participating restaurants could offer a "Festival Special" meal or drink that celebrates the music festival.
- **Retail Promotions and Souvenirs:** Encourage local shops to offer festival-related merchandise or "festival bundles" that include items like souvenirs, apparel, or outdoor gear. Local artisans could also create limited-edition products that are only available during the festival weekend.
- **Festival Branded Window Displays:** Work with retailers to create themed window displays that promote the festival. This can help build excitement and create a sense of unity in the town, encouraging festival-goers to explore the local businesses.

### **C. Incentive Programs for Festival-Goers**

- **Festival Passport Program:** Create a "festival passport" that encourages attendees to visit participating businesses. Each business can stamp the passport, and once festival-goers collect a certain number of stamps, they can enter a drawing for prizes such as festival merchandise, gift cards to local restaurants, or free lodging.
- **Raffle or Prize Drawings:** Offer raffle entries for every purchase made at a local business during the festival weekend. Prizes could include VIP festival experiences, future event tickets, or vouchers for local restaurants and stores.

## **D.** Highlighting Local Businesses in Festival Marketing

- **Business Directory in Festival Materials:** Include a directory of local businesses in festival brochures, maps, and programs. Highlight local dining, retail, and lodging options to help festival-goers plan their visit and encourage exploration of the area.
- Social Media Spotlights: Feature local businesses on the festival's social media channels in the weeks leading up to the event. Share posts about recommended places to eat, stay, and shop, as well as any special offers they might have for festival-goers.

## E. Vendor and Pop-Up Opportunities at the Festival

- Local Food and Craft Vendors: Give priority to local food trucks, vendors, and artisans when selecting festival vendors. This provides a direct way for Stevenson businesses to benefit from the increased foot traffic.
- **Pop-Up Shops:** Allow local retail businesses to set up pop-up shops on the festival grounds, showcasing their products and encouraging attendees to visit their permanent locations.

### F. Collaboration with the Skamania County Chamber of Commerce, and SDA

- **Chamber-Led Promotions:** Work with the Chamber, and SDA to create promotional materials that encourage festival-goers to visit local businesses. This could include festival "welcome packets" provided at local hotels or the Visitor Center, featuring maps, discount coupons, and information on what Stevenson has to offer.
- **Business Involvement in Festival Planning:** Engage local business owners in planning discussions to ensure the festival aligns with their needs and can drive traffic to their locations.

## G. Leveraging Word-of-Mouth and Community Support

- Encourage Businesses to Promote the Festival: Ask participating businesses to help spread the word about the festival by displaying flyers, posting on social media, or offering special deals for people who share festival-related content.
- **Community-Inclusive Initiatives:** Host pre-festival events or "meet-the-organizers" gatherings at local businesses, involving them directly in the festivities and fostering a sense of community ownership.

By integrating local businesses into the festival's planning, marketing, and experience, the event can actively drive traffic to Stevenson's restaurants, retail shops, and lodging providers, making the music festival a major economic boost for the town

## <u>11.</u>

Here's an itemized revenue and expense budget for the music festival, where the total revenue is \$18,000 and total expenses are \$16,000:

### Revenue Breakdown (\$18,000 Total)

#### 1. **Donations**

- Amount: \$3,000-\$5000
- Description: Contributions from community members, local organizations, or crowdfunding efforts.

#### 2. Sponsors

- Amount: \$3,000-\$5000
- Description: Sponsorships from local businesses, corporations, or tourism boards. Could include cash sponsorships and in-kind support.

#### 3. Sales of T-Shirts

- Amount: \$1,500
- Description: Revenue from selling festival-branded T-shirts. Assumes selling 175 shirts at an average price of \$20 each.

#### 4. Raffle Tickets

- Amount: \$500
- Description: Revenue from raffle ticket sales. Assumes selling 500 tickets at \$5 each.

#### 5. Liquor Sales

- Amount: \$2,000-\$4000
- Description: Revenue from alcohol sales at the festival. Could include beer, wine, and spirits.

#### Expense Breakdown (\$18,000-\$22,000 Total)

#### 1. Music and Band Fees

- Amount: \$8000-\$9000
- Description: Payments to performing artists and bands, including any associated travel or lodging costs.

#### 2. Staff

- Amount: \$3,500
- Description: Payments for festival staff, including security, stage crew, ticketing personnel, and volunteers.

#### 3. Cost of Goods Sold (COGS)

- Amount: \$3,500
- Description: Costs associated with purchasing T-shirts, raffle prizes, and liquor. Includes wholesale cost of goods.

#### 4. Licensing and Permits

- Amount: \$1,500
- Description: Costs for obtaining necessary permits and licenses, such as liquor licenses, event permits, and insurance.

#### 5. Marketing and Promotion

- Amount: \$3,000-\$5000
- Description: Expenses for advertising, promotional materials, and social media marketing.

#### 6. Event Setup and Rentals

- Amount: \$3,000
- Description: Costs for renting equipment, staging, sound systems, and other event setup needs.

## **Budget Summary**

- Total Revenue: \$18,000-\$22,000
- Total Expenses: \$18,000-\$22,000
- Net Profit: \$0-\$2,000

This budget ensures that the festival is financially viable with a projected net profit of \$2,000, which can be reinvested into future events or used for unexpected costs.

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Vortex Events, LLC**, hereinafter referred to as "Vortex".

#### 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 Gorge Downwind Champs event.
- 3. Vortex is uniquely qualified to manage a Gorge Downwind Champs event, 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 Vortex 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>. Vortex will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Vortex will plan and operate the Gorge Downwind Champs event as described on Exhibit A, incorporated herein by reference.
  - b. Vortex 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>. Vortex will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Vortex up to \$10,000 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 12 2026. 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.

- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. Vortex 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.
- 8. <u>Status of the "Vortex"</u>. It is hereby understood, agreed and declared that Vortex 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.
- 9. <u>Insurance and Liability</u>. Vortex 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.

Vortex 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 Vortex employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Vortex shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Vortex shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.

- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Vortex have legal authority to enter into this agreement on behalf of City and Vortex respectively and have full authority to bind City and Vortex 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	Vortex Events, LLC

Scott Anderson, Mayor

Name & Title:

ATTEST

Anders Sorestad Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



# City of Stevenson TOURISM FUNDING APPLICATION FORM

# **Organization/Agency Information**

VORTEX EVENTS LLC	87-4807534	
Organization/Agency	Federal Tax ID Number	
CARTER JOHNSON		
Contact Name		
62 PAULA DRIVE, UNDERWOOD WA	98651	
Mailing Address		
(415) 407-0531	INFO@GORGEDOWNWINDCHAMPS.COM	
Phone	Email	
GORGE DOWNWIND CHAMPS		
Name of Proposed Event/Activity/Facility		
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>		
Amount Requested: \$10,000		

# **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

The Gorge Downwind Champs (GDC) is now the largest paddlesports events in the World. In 2024, 900 athletes participated (excluding family and friends), 19% were interanational, 98% travelled to the Gorge and the average stay was 9 days.

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.

Next years event will be July 14-19, 2025 and we believe we will see continued growth in participation. Total footprint is measure in the thousands of people of the 6 days of the event and we have a 65% return rate too!

3. Identify your top 5 sources of Revenue:

	\$ 198,000
2. SPONSORSHIP	\$ 21,000
3. BEER SALES	\$15,000
4. VALUE IN KIND GEAR	\$10,000
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. The GDC is 100% self funded and any porfits reinvested back in the event to ensure it long term continued growth.,

5. Describe your plans for advertising and promoting your proposed activity or facility. We make extensive use of social media driven by our in house media team and as a result enjoy significant likes, shares and subscribes. As the largest event of its kind, we garner significant attention world wide.

Explain how your activity or facility will result in increased tourism and overnight stays.
 With an estimated 3000 people (athletes, friends, family and spectators) coming to
 Skamania County for an average of 9 days, we have a massive impact on the local economy and throughly enjoy engaging and working with the local business owners.

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. <u>~2000</u> Staying overnight in paid accommodations.
  - 2.  $\frac{-50}{\text{traveling 50 miles or more from their place of residence or business.}}$
  - 3. -50 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4.  $\sim 100$  Attend but are not included in any one of the categories above.
  - 5.  $\frac{\sim 2000}{\text{from another state or country.}}$  Estimated number of participants in any of the above categories that attend
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 work closely with the Chamber as well as Skamania Parks & Rec Dept, on dates, logistics and operations. In addition, all proceeds from the beer garden go to a locak not for profit.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? We already partner with and engage with local businesses, including foor trucks, breweries, resturants and more. These are symboloic relationships that drive our participants and guests to their businesses.

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

Peter Carter Johnson	Carter Johnson	Sept 27, 2024
Signature	Printed Name	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.

2024 Gorge Downwind Champs - Prelim Budget				
DESCRIPTION	INCOME EXPENSE		EXPENSE	
Entry Revenue	\$	198,000	\$	(35,640)
Sponsorship	\$	21,000		
Staff			\$	(71,930)
Food	\$	1,500	\$	(15,324)
Race Day			\$	(6,230)
Jersey Sales			\$	(6,300)
Permitting			\$	(15,980)
Insurance			\$	(9,000)
Contractors			\$	(48,317)
Supplies			\$	(7,003)
Advertizing			\$	(4,137)
Charity	\$	15,000	\$	(15,000)
	\$	235,500	\$	(234,861)
Net			\$	639.00

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Gorgeous Ink Tattoo Convention**, hereinafter referred to as "Gorgeous Ink".

#### 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 Gorgeous Ink event.
- 3. Gorgeous Ink is uniquely qualified to manage a Stevenson Tattoo Convention event, 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 Gorgeous Ink 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>. Gorgeous Ink will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Gorgeous Ink will plan and operate the Gorgeous Ink Tattoo Convention event as described on Exhibit A, incorporated herein by reference.
  - b. Gorgeous Ink 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> Gorgeous Ink will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Gorgeous Ink up to \$5,000 for services performed under his 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 12 2026. 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.
- 5. <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.

- 6. <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.
- 7. <u>Financial Records</u>. Gorgeous Ink 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.
- 8. <u>Status of the "Gorgeous Ink"</u>. It is hereby understood, agreed and declared that Gorgeous Ink 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.
- 9. <u>Insurance and Liability</u>. Gorgeous Ink 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.

Gorgeous Ink 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 Gorgeous Ink employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Gorgeous Ink shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Gorgeous Ink shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.

- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Gorgeous Ink have legal authority to enter into this agreement on behalf of City and Gorgeous Ink respectively and have full authority to bind City and Gorgeous Ink 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	Gorgeous Ink	
Scott Anderson, Mayor	Name & Title:	
ATTEST		

Anders Sorestad Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

#### Exhibit A



# City of Stevenson TOURISM FUNDING APPLICATION FORM

# **Organization/Agency Information**

Gorgeous	us Ink 88-28	99095	
Organizati		Federal Tax ID Number	
Bradley K	Klein		
Contact Na	Name		
1542 Rya	/an Allen Rd Stevenson Wa 98648		
Mailing A	Address		
909-374694	947 gorgeousinkconvention@g	imail.com	
Phone	Email		
Gorgeous	us Ink/ Tattoo Convention/ Skamania County Fairgrounds		
	Proposed Event/Activity/Facility		
Ο Τοι	ourism Promotion Activities		
	ourism-Related Facility		
✓ Eve	vents/Festivals		
Amount Re	Requested: \$5,000.00		

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

We are a non profit organization bringing people from other states to come to our 3 day event. These people will be spending money at stores/gas/food/lodging/camping.This will be our 4th year doing this event. Some people come as far as the east coast to participate in our event. We change the events each year to keep it entertaining.

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.

September 12th-14th 2025 in Stevenson are the event dates. This is promoted through paid and solicited through social platforms to attract people from other states. Along with banners/fliers/billboards. The event was \$21,509.66 total this last year.

3. Identify your top 5 sources of Revenue:

1. 10×10 Aptist/REtail Booth purchase	\$ 400 " notist \$5000 Retail
2. Entrance ticket sale (per dam)	\$ 15.00
3. Entrance ticket Sale (weekend pass)	\$ 35.2
4. food can't space for merkend	\$ 100' 22
5. Baer gorden (Vapies on Doink)	\$ 5.00 (Average price)

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. With your help we plan to do more advertisment to attract people to Stevenson. We are an annual show and plan to keep attracting people to Stevenson to spend their money. Bringing tourists from other states to help fund our event by purchasing booths with us.

5. Describe your plans for advertising and promoting your proposed activity or facility. We are doing paid social media platforms this year along with fliers and banners. Soliciting on social platforms to attract participants to be involved with the show. IE: buying booths as artists/retail and entertainment.

6. Explain how your activity or facility will result in increased tourism and overnight stays. Our event is 3 day's. The tourists and participants will be staying in motels and camping to participate in this event.

- \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. 20 Staying overnight in paid accommodations.
  - 2. <u>25</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 10 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. <u>100</u> Attend but are not included in any one of the categories above.
  - 5.  $\frac{50}{\text{from another state or country.}}$  Estimated number of participants in any of the above categories that attend
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 organized with the Chamber of Commerce. We have a listing on their events page of their calender events, their brocure and the Skamania County Visitors Guide. In 2025 we are looking to become chamber members to recieve more benifits for promoting.

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

We construct our own 10x10 booths (pipe and drape) for artists/retail, as well as set up and tear down space for the beer garden/stage. All trash is taken out and floors are swept up. Tables and chairs are put away. Leaving the facility clean and as we got it.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? The tourists will be buying gas/food/lodging/camping in Stevenson over the 3 days the event is to be held. There will be some that stay days before and/or after the event.

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

42	Bradley Klein	10/14/24
Signature	Printed Name	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.

	PROJECT BUDGET			
Activity	City Lodgin Funds	ng Other Funds	Total	
Administration (office operation expense	es) \$1,000.00	\$7,665.91	\$8,665.91	
Personnel (salaries/benefits)		\$3,243.75	\$3,243.75	
Marketing/Promotion	\$4,000.00	\$600.00	\$4,600.00	
Travel		\$2,000.00	\$2,000.00	
Consultants Other Activites (describe below)				
TOTAL PROJECT BUDGET	\$5,000.00	\$13,509.66	\$18,509.66	
ENUE DETAIL (please include admission cha	arges, donation/sponsors	hins grant fundo etc.	1 \$10,000.00	
Donations and Royalities	Amount \$5,000.00	Projected o	r Confirmed	
Camping/Vendor Fees/Merchandise	\$15,000.00		confirmed from our past events	
hat Perceptage of Your Total Project D	TOTAL INCO	ME \$20,00	00.00	
hat Percentage of Your Total Project Budg Represent	get Does Your Reques t?	t for Funding	25%	

	City Lodging	County Lodging		
Activity	Funds	Funds	Other Funds	Total
Administration (office operation expenses)	\$1,000.00	\$2,000.00	\$7,665.91	\$10,665.91
Personnel (salaries/benefits)			\$3,243.75	\$3,243.75
Marketing/Promotion	\$4,000.00	\$6,000.00	\$10,100.00	\$20,100.00
Travel			\$2,000.00	\$2,000.00
Consultants				
Other Activites (describe below)			\$4,726.66	\$4,726.66
TOTAL PROJECT BUDGET	\$5,000.00	\$8,000.00	\$27,736.32	\$40,736.32

Source	Amount	Projected or Confirmed	
Donations and Royalities	\$13,000.00	projected	
Camping/Vendor Fees/Merchandise	\$15,000.00	confirmed from past even	
	TOTAL INCOME	\$28,00	00.00
What Percentage of Your Total Project Bue Represe		Funding	32%
	SUMMARY		

Please Feel Free to Provide Additional Information That Will Help the Skamania County Lodging Tax Advisory Committee (SLTAC) to Evaluate Your Proposal:

Here is the projected budget for the city and county lodging tax funds applications together. We did receive the \$8,000.00 from the county funds last year. \$6,000.00 went to TV commercials and the other \$2,000.00 went towards banners, fliers, website, insurance and licensing. We put out 5,000 fliers last year. This year I am wanting to do radio commercial promotions through Pandora, I heart Radio and their affiliations. The starting rate for this is \$1,500 per month minimal for the basic package. Obviously more depending on what all you want in your "package". I am looking into doing at least three months of the radio advertisement which would be a minimum of \$4,500.00. We will be wanting to get the most we can with the money we receive. I have talked with an advertising consultant and was informed that paid advertisement on social platforms is the way to go these days. Everyone is on social platforms and has their phones in hand consistently. Adds are rated by how much you spend. Determined by Radio, social media paid advertising, banners along hwy 14, plus the 5,000 fliers are the proposed advertisement avenues for this years event. We are wanting to bring side acts to help attract the people to come and attend our event. The side acts in the past had cost a minimum of \$2,000.00 to perform at the event. With the money I am asking for I want to expand on the pipe and drape to make more 10x10 booths for artists/vendors. Therefore expanding the event. Gorgeous Ink owns the pipe and drape we have now. The cost was \$41.000.00. We have 20 booths now and I would like to add up to 10 more booths making it a count of 30 total. The total for the 10 more booths would be \$2726.66.

#### INTERLOCAL AGREEMENT BETWEEN THE PORT OF SKAMANIA COUNTY AND THE CITY OF STEVENSON, FOR STEVENSON WATERFRONT MAINTENACE AND WEED REMOVAL

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 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 maintain and hire and manage a contractor to remove the invasive weeds from the waterfront.
- 3. The Port is uniquely qualified to maintain the waterfront and hire and manage a contractor for weed mitigation, 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 maintenance of the waterfront and removal of invasive weeds 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 remove invasive weeds along waterfront as described in Exhibit A, maintain a green and attractive waterfront lawn as described in Exhibit B, and maintain bathrooms at located along the waterfront in Exhibit C, incorporated herein by reference, and submit requests for payment within forty-five days of each accepted task.
  - b) Port will apply for, obtain, and adhere to all required City, State and other Governing Agency permits.
  - c) 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, 2025.
- 3. Payment.
  - a. The City will reimburse Port up to \$30,000 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 12, 2026. 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 January 1, 2025, through December 31, 2025.
  - 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

Anders Sorestad, City Clerk

APPROVED AS TO FORM:

Robert Muth, PC City Attorney



## Organization/Agency Information

Port of Skamania County	91 0877305
Organization/Agency	Federal Tax ID Number
Pat Albaugh	
Contact Name	
PO Box 1099 Stevenson, WA 98648	
Mailing Address	
509-427-5484	pat@portofskamania.org
Phone	Email

Name of Proposed Event/Activity/Facility - Stevenson's Columbia River Waterfront - aquatic weeds

O Tourism Promotion Activities

Tourism-Related Facility

O Events/Festivals

Amount Requested: \$11,240.00

# Supplemental Questions

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 Tourism-Related Activities, Event or Facility:

Stevenson has a world-wide reputation as one of the premier locations for water and wind sport enthusiasts. Events held in Stevenson such as the Bridge of the Gods Kite and Wing Fest/ Blowout Race, Gorge Downwind Champs, and Gorge Outrigger Canoe Race attract people from all over the world. In addition, people travel from all over the United States for the ideal wind and water conditions found only in the Gorge. Columbia River access is essential for wind and water sports enthusiasts. The summer of 2024 was the worst year ever for weeds growing along the Stevenson shoreline. The weed problem is keeping people from visiting Stevenson because it interferes with launching and returning to shore. 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 proposes to have aquatic weeds treated along the Stevenson waterfront to restore clear Columbia River access. Attached is a proposal to secure the permits and treat the aquatic weeds in a professional and safe manner.

3.	Identify your 1	top 5 sources of Revenue:	
		Tenant Leases	\$ 
	2.	Property Taxes	\$ 
	3.	Tour boat Docking Fees	\$
	4.	Grants	\$ 
	5.		\$ 

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. N/A

- 5. Describe your plans for advertising and promoting your proposed activity or facility. The Port promotes through a combination of advertising mediums including newspapers, magazines, boating guides, fishing guides, Port website, and Facebook to name a few. The Port also partners with the SDA, Skamania County Chamber of Commerce and all the waterfront event organizers.
  - 6. Explain how your activity or facility will result in increased tourism and overnight stays.

Keeping Stevenson's waterfront access clean and clear will give Stevenson an advantage over other river access points in the Gorge that have filled in with aquatic weeds. The water/wind sport enthusiasts have been complaining about the weeds online and visitation to Stevenson has suffered this fall. The weeds have become so bad that several people have become entangled in the weeds and required rescue this fall. Treating the aquatic weeds next year is vital to keeping the thousands of people coming from other parts of the country or world coming to Stevenson.

7. \*List the number of tourists expected to attend your activity or facility in each of these categories

( \*required):

1. \_\_\_\_\_ 6,000/year Staying overnight in paid accommodations. (200-300) people over a 5-month period) The green space and waterfront amenities encourage these visitors to enjoy our parks and we want to provide and experience that will encourage them to plan a return vacation trip to Stevenson and return to frequently.

2. \_\_\_\_\_ 2,000/year Staying overnight in unpaid accommodation (with friends or family) and traveling 50 miles or more from their place of residence or business.

3. \_\_\_\_\_ 35,000/ year

Staying for the day only and traveling 50 miles or more from their place of residence or business.

4. 30%\_\_\_\_\_

Attend but are not included in any one of the categories above. Residents of the Gorge

5.70%

Estimated number of participants in any of the above categories that attend from another state or country. Based on license plates in parking areas and the tour boat passengers.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 work closely with the Skamania Chamber of Commerce and with each event promoter scheduled on the Stevenson waterfront.

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

With the increase in aquatic weed growth the last few years it is anticipated the water access points will need to be treated regularly to maintain good access for water and wind sports.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

We work closely with the Chamber, the SDA, Skamania EDC as well as with each user group and event coordinator. We offer information on area lodging and restaurants and consistently refer people to the Chamber of Commerce. We work closely with the Chamber, the SDA, Skamania EDC as well as event coordinators. We offer information on area lodging and restaurant options and consistently refer people to the Chamber of Commerce for tourism related items.

I l. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts. The 2024 Port of Skamania operating budget has approximately 1 million in revenue and 1.4 million expected in expenses.

12. Sign and date your proposal.

AnnetteSabourin

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.



CAREFUL, QUALITY-CONSCIOUS VEGETATION MANAGEMENT.

# 2025 Port of Skamania Treatment Agreement

The Port of Skamania *(hereinafter referred to as Customer)* and Woodland Resource Services Inc. *(hereinafter referred to as WRS)* enter into agreement for the following course of action for 2025. Customer understands that the removal of unwanted aquatic vegetation is nearly always a multi-year investment.

 January/February – (WRS or Customer) Apply for "Aquatic Plant and Algae Management General Permit" and submit public notice (submittal required 60 days prior to application of herbicide) Typically requires the customer's input regarding questions on waterbody information.
 June/July – (WRS or Customer) distribute Business/Residential Notice 10-42 days prior to treatment Late July - (WRS)

- Apply herbicide to infestation areas of Eurasian Watermilfoil

# **<u>Pricing Schedule</u>** (prices do not include applicable sales taxes)

Pre-tre	atment costs	
a.	WA DOE (Dept. of Ecology) Permit fee (pass-thru cost)	approx. \$600/year
b.	Permit application (one-time expense)	\$2,500
	i. Does not include any additional time necessary if there are three	atened or
	endangered species or other special circumstances to submit m	itigation for.
	ii. (may be performed by <i>customer</i> )	
c.	Public Notice (in newspaper) (first year only)	\$250
	(may be performed by customer)	
d.	Business/Residential Notice (once per season)	\$350/year
	(may be performed by <i>customer</i> )	
e.	Shoreline Notice (each time treatment occurs)	\$700
	(may be performed by <i>customer</i> )	
	i. Sign removal is the responsibility of the property owners/mana	Igers
Treatm	nent Costs per application (pricing includes herbicide, use of airboat, an	d all incidentals)
a.	Mobilization	\$3,430
b	App. costs for Eurasian Watermilfoil with 2,4-D	\$3,410

3. End-of-Year reporting to Ecology

#### -included in treatment cost

#### **Chemical Selection**

2.

1

- 1. Eurasian Watermilfoil –2,4-D (2.5 gal/Ac-ft)
  - a. Water Use Restrictions: No swimming for 1 day. No human consumption for 21 days. No irrigation of sensitive plants for 21 days.

# **Payment Terms**

Payment will be made for the aforementioned deliverables at the aforementioned pricing schedule on the following billing timetable.

- Item 1a to be billed following invoicing from Department of Ecology. The permit renews automatically on July 1 of each year but Ecology's invoice timing can often be delayed up to 6 months due to state budget procedures and agency backlog. WRS will invoice Customer upon receipt of invoice from Ecology. If Customer desires to cancel the treatment permit, notice must be given in writing to WRS by June 1 of the same year.
- 2. Items 1b and 1c to be billed following issuance of permit by Department of Ecology.
- 3. Items 1d, 1e, 2a, and 2b to be billed following initial treatment.

WRS's billings are payable by credit card or check and are due within 30-days of receipt of invoice.

This agreement is entered into by the undersigned:

# Woodland Resource Services Inc.

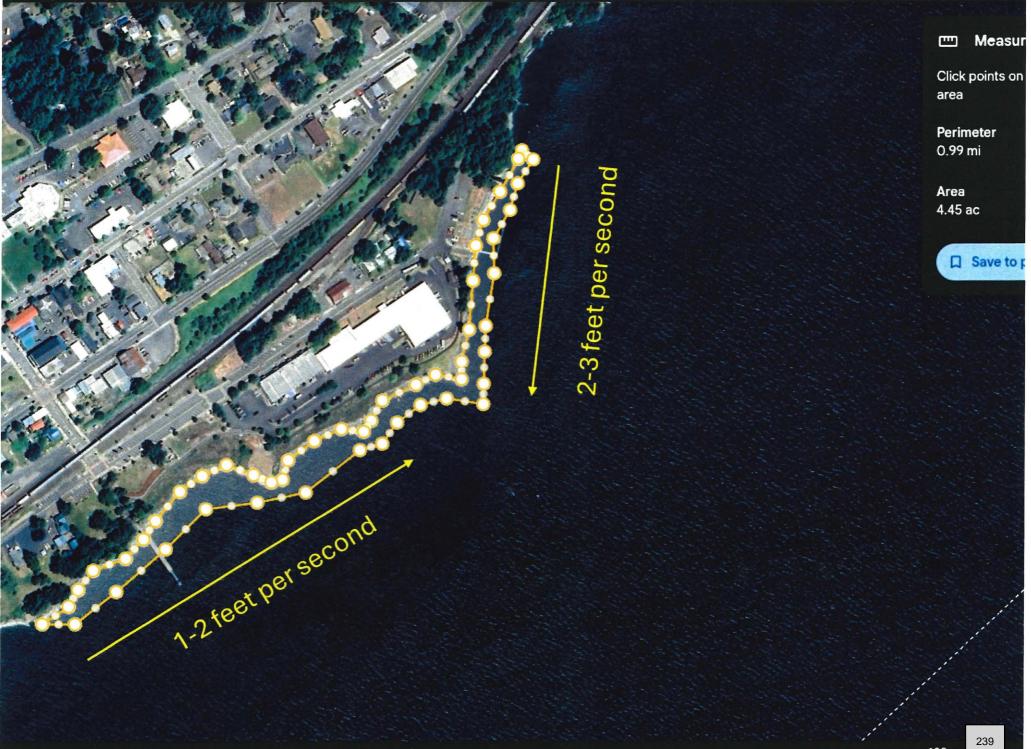
(Name and title of representative)

(Name and title of representative)

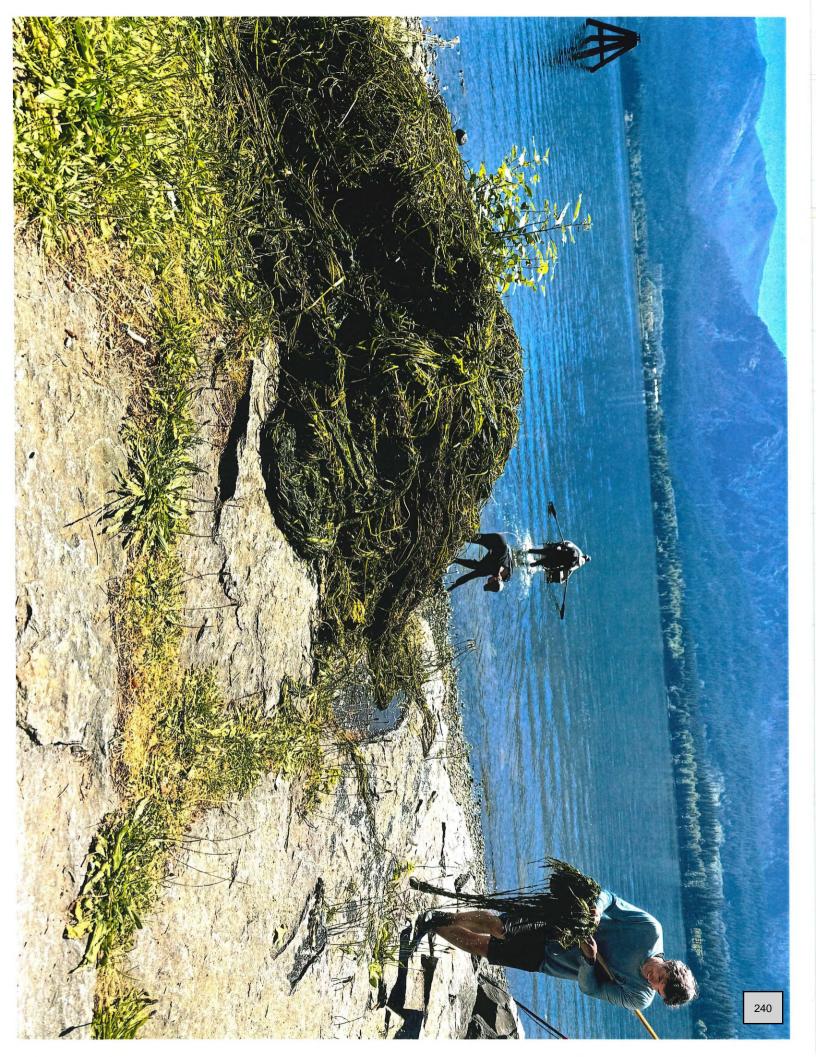
(Signature of representative)

(Signature of representative)

Port of Skamania



era





# City of Stevenson TOURISM FUNDING APPLICATION FORM

## **Organization/Agency Information**

Port of Skamania County	91 0877305
Organization/Agency	Federal Tax ID Number
Pat Albaugh	
Contact Name	
PO Box 1099 Stevenson, WA 98648	
Mailing Address	
-	
509-427-5484	pat@portofskamania.org
Phone	Email
Stevenson Waterfront Parks	
Name of Proposed Event/Activity/Facility	
Tourism Promotion Activities	

- Tourism-Related Facility
- Events/Festivals

Amount Requested: Public restroom supplies not to exceed \$5,000.00.

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

The Stevenson Waterfront consists of many tourist related facilities such as recreational access to the Columbia River, green spaces, public restrooms, rest and recreation areas, waterfront trails, Leavens Point, East Point, Cascade Boat Launch, Bob's Beach, Teo & Beverly Parks. These areas attract people from all over the world. In addition to the many water related activities the waterfront is host to the weekly Farmers Market (April-Oct.), Annual Waterfront Music Festival, Annual Skunk Brothers' Bootlegger Car Show, Annual Bridge of the God's Kite Fest, as well as the Annual Gorge Downwind Weekend Fest. Private events include weddings, groom suppers, class reunions, graduations, memorial services, not to mention locals gatherings and people visiting Stevenson.

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.

Our goal is to attract and promote visitation to the Stevenson Waterfront by providing accessible, clean public restrooms and keeping parks free of animal waste by providing dog waste bags. The public restrooms are used by a large percentage of people who visit the Stevenson Waterfront including families, fishermen, windsurfers, picknickers, wingers, and kiteboarders. To keep the waterfront inviting and restroom facilities clean require consistent maintenance. The increasingly large number of visitors has also increased the costs associated with providing public restrooms (paper products and cleaning supplies). According to the "Healthy Handwashing Survey" from Bradley Corporation, almost 60% of Americans make it a point to stop at a business and will spend more money at the establishment if they know it has clean and maintained restrooms. Almost 20% say that a sloppy restroom makes them less likely to clean up after themselves. The Port recognizes the need to provide clean and stocked restrooms for visitor use.

To continue to provide accessible, clean bathrooms and green spaces, we are requesting \$5,000 to use toward the cost of restroom paper products, cleaning supplies and doggie waste bags.

B. Identify your top 5 sources of Revenue:	
1. Tenant Leases	\$
2. Property Taxes	\$
3. Tour Boat Docking Fees	\$
4. Grants	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. N/A

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

The Port promotes through a combination of advertising mediums including newspapers, magazines, boating guides, fishing guides, Port website, and Facebook to name a few. The Port also partners with the SDA, Skamania County Chamber of Commerce and all the waterfront event organizers. The Port does not charge for community events such as the Farmers Market, Waterfront Music Festival, Skunk Brothers Cruise in and others.

6. Explain how your activity or facility will result in increased tourism and overnight stays. An attractive inviting green spaces with clean restrooms, stocked with toilet paper, paper towels and other needed items, is a major component to a positive experience which influences a visitor's decision for extending their stay or plan future visits.

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. 6,000 / year\_Staying overnight in paid accommodations.
  - 2. 2,000 / year. Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 35,000 / year. Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. 30% Attend but are not included in any one of the categories above.
  - 5. <u>70 %</u> Estimated number of participants in any of the above categories that attend from another state or country.

<u>NOTE:</u> The green space and waterfront amenities encourage all of these visitors to enjoy the Stevenson waterfront parks. We want their first impression or sense of arrival to be a positive and inviting experience. This impression will also encourage them to stay longer and return to Stevenson.

With the recent improvements completed at the waterfront we have more than doubled the people who come from outside the Gorge to visit, stay and partake in many of the activities related to the waterfront such as windsurfing, fishing, kite boarding and the new up and coming sport of winging. We continually add picnic tables to accommodate the increase of picnickers as the existing tables are often full. We have also had a large increase in the number of fishermen, boaters, jet skis, kayakers, paddle boarders, outriggers, surf skis, swimmers, and families frequenting the waterfront as well, who make it a point to visit the Waterfront each year.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 work closely with the Skamania Chamber of Commerce with every event scheduled on the waterfront, for example the Stevenson Farmers/Saturday Market, the Waterfront Music Fest, the Skunk Brothers Bootlegger Car Show, as well as the Olympic Development Team events. In addition to working with the Chamber we also work with the Skamania EDC, and the Stevenson Downtown Association (SDA) to promote events for wider exposure.

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

Major improvements have been made to the Stevenson waterfront area the last few years. Those improvements are being discovered and recognized daily resulting in a steady increase in visitors. We anticipate the necessary costs associated with providing public restrooms to continue to increase.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? We work closely with the Chamber, the SDA, Skamania EDC as well as event coordinators. We offer information on area lodging and restaurant options and consistently refer people to the Chamber of Commerce for tourism related items. 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts. The 2024 Port of Skamania operating budget has approximately 1 million in revenue and 1.4 million expected in expenses. The \$5,000 request is 0.5% of Port operating revenue and 0.36% of operating expenses.

12. Sign and date your proposal.	Annette Sabourin	10/14/24
Signature	Printed Name	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.

#### Port of Skamania County Fiscal Year 2025 General Fund Budget Summary

	2025	2024
	Budget	Budget
Operating Revenues		
Property Revenues	1,042,311	937,524
Lease Revenues	844,698	750,765
Lease Expense Reimb.	100,000	100,000
Leasehold Taxes	97,613	86,758
Marine Terminal Revenues	24,000	51,959
Docking Fees	24,000	35,334
Expense Reimbursements	-	16,625
Other/Miscellaneous	10,000	10,000
Total Operating Revenues	1,076,311	999,483
Operating Expenses		
Salaries, Wages & Benefits	530,414	507,503
Administration	155,000	148,942
Maintenance	341,334	325,692
Commissioners	34,080	32,869
Property Expenses	483,659	470,905
Maintenance	128,200	128,200
Utilities	105,000	105,000
Insurance	140,000	122,682
Lease - Corp and BNSF	2,000	2,000
Marine Terminal	-	16,625
Leasehold Taxes	108,459	96,398
General Administration	211,854	201,944
Outside Services	109,944	106,374
Legal Fees	15,000	15,000
Other G & A	86,910	80,570
Equipment Purchases	657	657
Office / Admin	657	657
Facilities	-	-
Total Operating Expenses	1,226,584	1,181,009
Operating Income / (Loss)	(150,273)	(181,526)

Port of Skamania County Fiscal Year 2025 General Fund Budget Summary

2025 2024
Budget Budget

# City of Stevenson TOURISM FUNDING APPLICATION FORM

## **Organization/Agency Information**

Port of Skamania County	91 0877305
Organization/Agency	Federal Tax ID Number
Pat Albaugh	
Contact Name	
PO Box 1099 Stevenson, WA 98648	
Mailing Address	
509-427-5484	pat@portofskamania.org
Phone	Email
Stevenson Waterfront Parks	
Name of Proposed Event/Activity/Facility	
<ul><li>Tourism Promotion Activities</li><li>Tourism-Related Facility</li></ul>	

Events/Festivals

Amount Requested: 75% of irrigation only water fees not to exceed \$10,000.00

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

The Stevenson Waterfront consists of many tourist related facilities such as providing Columbia River access, green spaces, public restrooms, rest and recreation areas, waterfront trails, Leavens Point, East Point, Cascades Boat Launch, and Bob's Beach, Teo & Beverly Parks,. These areas attract people from all over the world. In addition to the many water related activities the waterfront is host to a variety of events such as the Stevenson Waterfront Farmers Market (April – Oct), Waterfront Music Festival, Skunk Brothers Car Show, Bridge of the God's Kitefest, Outrigger races and Gorge Downwind Fest to name a few. There are also a lot of private events such as weddings, groom suppers, class reunions, graduations, memorial services, and family reunions that bring people from all over to stay in Stevenson. An example would be Wilder & Pine Resort's consistent bookings for weddings and various other private events that utilize Bob's Beach and Teo Park for their functions.

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.

Part of the Ports's Mission is to improve and operate public parks and recreational facilities promoting tourism. Our goal is to attract and promote visitation to the waterfront by providing a lush green, active and inviting waterfront. According to the City's Comprehensive Plan "Nothing encourages more use than a lush green space". The green spaces are used by families, windsurfers, picnickers, wingers, kiteboarders, and thousands of other visitors each year. To keep the waterfront lush and green it requires irrigation. We request up to \$10,000 to use toward the cost of irrigation water.

3. Identify your top 5 sources of Revenue:

1. Tenant Leases	\$ 
2. Property Taxes	\$ 
3. Tour boat Docking Fees	\$
4. Grants	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. N/A

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

The Port promotes through a combination of advertising mediums including newspapers, magazines, boating guides, fishing guides, Port website, and Facebook to name a few. The Port also partners with the SDA, Skamania County Chamber of Commerce and all the waterfront event organizers. The Port does not charge for community events such as the Farmers Market, Waterfront Music Festival, Skunk Brothers Cruise in and others.

6. Explain how your activity or facility will result in increased tourism and overnight stays. An attractive inviting green space is a major component to a positive experience which influences an appealing option for an extended or a return stay.

7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):

- 1. \_6,000\_/ year Staying overnight in paid accommodations. A large percentage of tourists staying at local accommodations visit Stevenson's waterfront. The green space and waterfront amenities encourage theses visitors to enjoy our parks. Beautiful waterfront parks are there to provide a positive experience that will encourage a return vacation trip to Stevenson.
- 2. \_2,000\_/year Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business. With the recent improvements completed at the waterfront we have more than doubled the people who come from outside of the Gorge to visit, stay, and to partake in many of the activities related to the waterfront such as fishing, windsurfing, kite boarding and the new up and coming sport of winging. We have also had a large increase in the number of boaters,

*jet skis, kayakers, paddle boarders, outriggers, surf skis, swimmers, and families frequent the waterfront as well, who make it a point to visit the Waterfront each year.* 

- 3. \_35,000/year Staying for the day only and traveling 50 miles or more from their place of residence or business. Stevenson is one of the most visited locations for water sport activities in the Gorge. In addition, there has been an annual average of 20,000 crew ship passengers and crew over the last five years. Not only do we want to encourage these visitors to enjoy the waterfront parks, but we want them to plan to return and vacation exclusively in Stevenson with the amenities we offer and the environment we create.
- 4. <u>30%</u> Attend but are not included in any one of the categories above. Residents of the Gorge
- 5. <u>70%</u> Estimated number of participants in any of the above categories that attend from another state or country. Based on license plates in parking areas and the tour boat passengers.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 work closely with the Skamania Chamber of Commerce with every event scheduled at the Waterfront parks. The event planners also work closely with the Chamber as well working together to in partnership to get wider exposure for the Stevenson Farmers/Saturday Market, the Waterfront Music Fest, the Skunk Brothers Car show, as well as the Olympic Development event.

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

The last few years we have made major improvements. Those improvements are being discovered and recognized daily resulting in a steady increase of visitors. To improve the appearance of the waterfront we are requesting up to \$10,000 to irrigate the current parks and recreational areas. The irrigation systems are separately metered and not associated with any city water supply going into the sewer or used for any other purpose than irrigation.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? We work closely with the Chamber, the Stevenson Downtown Association, Skamania EDC as well as with each user group and event coordinator. We offer information on area lodging and restaurants and consistently refer people to the Chamber of Commerce.

<sup>11.</sup> Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts. The 2024 Port of Skamania operating budget has approximately 1 million in revenue and 1.4 million expected in expenses. The \$10,000 requested is 0.1% of Port operating revenue and 0.7% of operating expenses.

12. Sign and date your proposal.

Annette Sabourin

A MMM signature

Printed Name

10/14/24 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.

#### Port of Skamania County Fiscal Year 2025 General Fund Budget Summary

	2025	2024
	Budget	Budget
Operating Revenues		
Property Revenues	1,042,311	937,524
Lease Revenues	844,698	750,765
Lease Expense Reimb.	100,000	100,000
Leasehold Taxes	97,613	86,758
Marine Terminal Revenues	24,000	51,959
Docking Fees	24,000	35,334
Expense Reimbursements	-	16,625
Other/Miscellaneous	10,000	10,000
Total Operating Revenues	1,076,311	999,483
Operating Expenses		
Salaries, Wages & Benefits	530,414	507,503
Administration	155,000	148,942
Maintenance	341,334	325,692
Commissioners	34,080	32,869
Property Expenses	483,659	470,905
Maintenance	128,200	128,200
Utilities	105,000	105,000
Insurance	140,000	122,682
Lease - Corp and BNSF	2,000	2,000
Marine Terminal	-	16,625
Leasehold Taxes	108,459	96,398
General Administration	211,854	201,944
Outside Services	109,944	106,374
Legal Fees	15,000	15,000
Other G & A	86,910	80,570
Equipment Purchases	657	657
Office / Admin	657	657
Facilities	-	-
Total Operating Expenses	1,226,584	1,181,009
Operating Income / (Loss)	(150,273)	(181,526)

Port of Skamania County Fiscal Year 2025 General Fund Budget Summary

2025 2024	2025 2024	2025
Budget Budget	Budget Budget	Budget

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the City of Stevenson, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the Columbia Gorge Museum, hereinafter referred to as "Interpretive Center" or "Museum".

#### 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. Among other things, the Museum routinely distributes promotional material that would generate interest in the City and the local region.
- 3. The Museum is uniquely qualified to provide historically oriented promotional information to potential visitors, which is an important consideration with more than 40% of tourists listing historical sites/museums as a key destination.
- 4. The Museum is a key tourist-related facility within the community.
- 5. It is in the City's interest to contract with the Museum to perform certain activities relating to the encouragement of increased tourism, the promotion of tourist 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 & Payment.</u> The Museum will perform the work as described in Exhibit A and submit requests for payment within forty-five days of each accepted and audited task. The maximum amount to be reimbursed under this agreement is \$93,000 as further described in Exhibit A. Final invoice for this agreement must be received by the City on or before January 12, 2026.
- 2. <u>Completion.</u> The Interpretive Center shall complete the work to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 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. Payment for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.

- 6. <u>Status of Interpretive Center</u>. It is hereby understood, agreed and declared that Interpretive Center 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.
- 7. <u>Insurance and Liability</u>. The Interpretive Center 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.

The Interpretive Center 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 the Interpretive Center's employees, agents, contractors, subcontractors or other representatives.

- 8. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 9. <u>Ownership of Work Product.</u> All cards, brochures, pamphlets, maps, displays, and any other thing or idea created or produced by Interpretive Center pursuant to this agreement shall be and remain the property of Interpretive Center.
- 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>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.
- 12. <u>Costs and Attorney Fees</u>. If either party shall be in default under this contract, the no defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the

losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

13. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Interpretive Center have legal authority to enter into this agreement on behalf of City and Interpretive Center respectively and have full authority to bind City and Interpretive Center 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:**

#### **COLUMBIA GORGE MUSEUM:**

Scott Anderson, Mayor

Louise Palermo, Executive Director

ATTEST:

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

#### EXHIBIT A Columbia Gorge Museum 2024 Tourism Funding

#### Task A: Advertising and Promotion

The Columbia Gorge Museum shall minimally promote the museum in print ad in a minimum of six local/regional/national sites. All ads must note Stevenson, WA as the location of the museum.

The Museum shall actively maintain a website and will maintain a link between the museum website and the SBA website (cityofstevenson.com).

Other promotional activities may include radio and television spots, press releases, posters, fliers, post cards, maintenance costs of social media sites, attendance at tourism conferences where the museum would be promoting visits to its facilities, and signage along SR-14 and I-84.

Any posters purchased under this contract shall always identify City of Stevenson as the location of the museum.

#### Task B: Sponsoring of special events

The museum shall operate special events, including but not limited to:

- Indian Market Weekend
- GCM Gallery
- Stevenson Summer Camps

The City can reimburse the museum for the promotion of each event and for actual event costs.

#### Task C: Marketing and Administration

The City can reimburse for marketing management and administration costs. These costs will be reimbursable based on time sheets identifying hours worked and the nature of the activity for which reimbursement is sought.

#### **Other Deliverables**

- 1. Museum shall plan and operate the above events as described on Tourism Funding Application Form submitted by the Museum for these events, incorporated herein by reference.
- 2. Museum will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All state-required reports are to be submitted before final payment under this contract is made.
- 3. Final invoice for this agreement must be received by the City on or before January 12, 2026. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
- 4. The Tourism Advisory Committee (TAC) is interested in the long-term success of the Museum. The TAC understands that generally museums are dependent on sponsorships, grants, endowments, and other gifts to maintain fiscal stability. The TAC will be requesting a brief report on the Museum's success at acquiring private and public funding

support outside of ticket sales.

5. The City of Stevenson must be identified in all promotional activities – this can be accomplished by simply indicating the museum's location in Stevenson, WA. Whenever possible and/or appropriate the Stevenson Business Associations' Promotional Website (cityofstevenson.com) should be listed on any promotion pieces.

#### AGREEMENT

This agreement made and entered into 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Rachel Callahan**, 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, 2025.
- 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 12, 2026. 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.

CITY OF STEVENSON

BOTG Kiteboarding Festival

Scott Anderson, Mayor

Rachel Callahan, Owner

ATTEST

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



#### City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

ridge of the Gods Kitefest #46-5476510	
Organization/Agency	Federal Tax ID Number
Rachel Callahan	
Contact Name	
8212 Falls Ave SE #1859 Snoqualmie, WA	98065
Mailing Address	
209-559-1952	rachelcallahanbotg@gmail.com
Phone	Email
Bridge of the Gods Kitefest (BOTG Kitefest	
Name of Proposed Event/Activity/Facility	<u></u>
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>	

Amount Requested: \$\_3,000\_

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

BOTG is a kiteboarding festival at East Pint Kite Beach which involves persons of all ages competing for donated prizes and titles. Under this event we also hold the Blowout Race from Stevenson, WA to Hood River, OR. This is a 17-mile downwind kiteboarding/winging/windsurfing race that involves all persons, of multiple ages and ability, who hail from nay different locations.

<sup>2.</sup> 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 is a 3 day amateur kiteboarding/winging competition in its 23<sup>rd</sup> year and is the longest running event in North America. Amateurs from 10 different countries and 3 different continents have competed in this event. This year we are once again focusing on the youth aspect of the event, and will also include the Blowout Race. These events bring in people from outside the US and all over the PNW.

3. Ide	ntify your top 5 sources of Revenue:	
	1. Registration fees	\$ 10,000
	2. Merchandise Sales	\$ 1,000
	3. Sponsorship Donations	\$ 4,500
	4. City Funding	\$ 3,000
The funding from the city helps us pay for awards and merchandise as th		r awards and merchandise as they say "City of

The funding from the city helps us pay for awards and merchandise as they say "City of Stevenson" on them.

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. BOTG obtained tax exempt status in 2015 which allows us to approach higher up sponsors such as Subway, Subaru and Patagonia that we could not in the past. We plan to move forward and approach more companies that will aid us in becoming a self-sufficient event in the future. Every year the event cost more money, so this is a goal we are slowly reaching.

5. Describe your plans for advertising and promoting your proposed activity or facility. BOTG focuses on placing ads in kiteboarding magazines and posting ads and event information on surrounding area forums, such as NWkite. We also use social media outlets to advertise, such as Facebook and Instagram (@botgkitefestival). Updates will also be shared on those platforms. BOTG Also shares event info, dates, times and summary with the Pioneer Paper, and River Talk Weekly. BOTG also hangs poster ads in local and surrounding areas. In 2025 we hope to have our new website

up and running where we can partner more with local businesses and promote them as our sponsors on a wide digital platform.

6. Explain how your activity or facility will result in increased tourism and overnight stays. Our three-day event attracts 200-300 spectators, of which 90% are from out of town. Only about 5-10% generate overnight stays in Stevenson. Many kiters and spectators often return to enjoy Stevenson amenities and waterfront, many of which would bever have known about the area. We work with many local businesses and restaurants in an effort to get more tourism.

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. \_\_\_\_\_30\_\_\_\_\_Staying overnight in paid accommodations.
  - 2. <u>10</u>\_\_\_\_\_Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. <u>200</u>\_\_\_\_\_Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. \_\_\_\_160\_\_\_\_\_Attend but are not included in any one of the categories above.

- 5. <u>11</u>\_\_\_\_Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 closely with the Chamber, Port and City in the past to list our event on their websites and social media and provide flyers and other information with them about the event. BOTG became members of the Chamber in 2024, and with this partnership we hope to promote tourism, involve the current community and potential new residents of Skamania as well as provide the opportunity to enjoy amazing conditions and beauty this county has to offer.

The Chamber also aids us in printing out all flyers, registration forms as well as insurance forms, use of equipment and web facilities.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Many restaurants and businesses are sponsors and we regularly promote them during the event. BOTG Kitefest creates a direct boost in economic activity the weekend of the event and indirectly develops additional visitors and activity throughout the summer, and shoulder months as kiteboarders and wingers have found Stevenson Kite beach to be a fun and beautiful place to enjoy the wind and water.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

The funding from the city helps us facilitate the cost of promotional material, all of which say Stevenson WA. For Example: T-shirts, Banners, Posters, Stickers, Awards, Digital Promotion.

12. Sign and date your proposal.

Rachel Callahan	Rachel Callahan	10/4/2024
Signature	Printed Name	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.

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the **SKAMANIA COUNTY CHAMBER OF COMMERCE**, a non-profit corporation, hereinafter referred to as "Chamber."

#### **Recitals**

- 1. The City of Stevenson is desirous of increased dissemination of information about the City to attract visitors to the local region and to encourage tourism expansion.
- 2. Among other things, the Chamber of Commerce is formed to promote interest in the local region and is uniquely qualified to act on the City's behalf in disseminating information about the City.
- 3. The Chamber of Commerce maintains a local office that can respond to tourist inquiries and direct those people to the appropriate resources.
- 4. The Chamber of Commerce is the central organization responsible for overseeing special events and festivals designed to attract tourists to the City.

**NOW, therefore**, and in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Performance</u>. The Chamber will perform the work set forth on the Scope of Work attached hereto as **Exhibits "A", "B", and "C"** which are incorporated herein by reference with the understanding that the work described in Exhibits B and C is designed to be a separate product that, if mutually agreed upon, could be transferred to a third party for administration.
- 2. <u>Completion</u>. The Chamber shall complete the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.

#### 4. Payment

a. In consideration of the work to be performed as described in Exhibit A, the City will pay the Chamber the total sum of One Hundred Eighteen Thousand Dollars (\$118,000). As described in Exhibit A, the Chamber will submit a request for payment and a report of work completed every (30) thirty-days. Upon receipt of each satisfactory work report, the City will pay the Chamber one-twelfth (1/12) of the total deliverable One Hundred Eighteen Thousand Dollars (\$118,000) under Exhibit A. After written notice to the Chamber, the City may withhold payment if the Chamber cannot demonstrate substantial compliance with the

terms of the Scope of Work statement attached hereto. Failure to submit satisfactory work reports demonstrating substantial compliance with the Scope of Work statement shall be considered a breach of this agreement and the City will be excused from further performance hereunder. All payments will be reimbursements for work performed.

- b. The Chamber is authorized to administer funds to perform City of Stevenson Promotional Programs as described in Exhibits B and C attached hereto. Upon receipt and approval by the City of an itemized billing for such work, or part thereof, the City will pay the Chamber on a reimbursement basis. Total payments from the City to the Chamber for the work described in Exhibits B and C will not exceed **Eighty-Four Thousand Dollars (\$84,000.00)**. In the event the Chamber and the City mutually agree that the deliverables specified under Exhibits B and C could be transferred to a third party for administration, this contract shall be amended. The City may withhold payment if the Chamber cannot demonstrate to the City's satisfaction substantial compliance with the terms of Exhibit B and Exhibit C. Failure to submit satisfactory work reports demonstrating substantial compliance with Exhibit B and Exhibit C shall be considered a breach of this agreement, and the City will be excused from further performance hereunder.
- c. The Chamber is authorized to put on specific events listed below. Total payments from the City to the Chamber for this work will not exceed Five Thousand Dollars (\$5,000) and will be paid monthly on a reimbursable basis. Reimbursement will be for items and services such as advertising, entertainment (bands), supplies (mugs/wine glasses, tokens, ice, wristbands, etc.), insurance, permits, environmental health (port-a-potties, garbage), tent/stage rental, photographer, etc.
  - i. Sip N' Stroll
- d. The final invoice for this agreement must be received by the City on or before January 12, 2026. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
- e. All tourism funding expenditure reports required by the Washington State Legislature are to be submitted by the Chamber to the City before final payment under this contract is made.
- 5. <u>Termination and Waiver</u>. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. 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.
- 6. <u>Financial Records</u>. The Chamber shall maintain financial records of all transactions related to this agreement for six (6) 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 Chamber</u>. It is hereby understood, agreed and declared that the Chamber is an independent contractor and not the agent or employee of the City and that no liability shall attach to the City by reason of entering into this agreement, except as may be provided herein. The City acknowledges that the Chamber may contract with the Stevenson Business Association to perform certain services set forth in the Scope of Work; provided, however, that if the Chamber chooses to assign to the Stevenson Business Association any services, it will assign only those services listed on Exhibit B.
- 8. <u>Insurance and Liability</u>. The Chamber shall indemnify and save harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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. The Chamber 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 the Chamber's employees, agents, contractors, subcontractors or other representatives.

The Chamber shall at all times maintain with insurers or underwriters approved by the City a comprehensive Liability and Property Damage Policy with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as respects property damage. The City shall be named as an insured party prior to commencement of the work hereunder. The Chamber shall provide the City with ten (10) days' notice in writing prior to cancellation of any such policy.

- 9. <u>Assignment</u>. Except as set forth in Paragraph 3 above, this agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 10. <u>Ownership of Work Product</u>. All brochures, pamphlets, maps, displays, and any other thing or idea created or produced by the Chamber under the terms of this agreement shall be and remain the property of the City.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance With Laws</u>. The Chamber shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, the Chamber shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

- 13. <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 Skamania County shall be the venue for any litigation brought in relation to this agreement.
- 14. <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 attorney's costs and fees and 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 appeal.
- 15. <u>Certification of Authority</u>. The parties hereby certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber and are able to bind the City and the Chamber in a valid agreement on the terms herein.

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

/ / / / / [Signatures appear on next page] \ \ \ \ \

**CITY OF STEVENSON** 

#### **SKAMANIA COUNTY CHAMBER OF COMMERCE**

\_\_\_\_\_

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

By\_\_\_\_\_ Board President

ATTEST:

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

## **Exhibit A – SCOPE OF WORK**

#### Skamania County Chamber of Commerce serving as Destination Marketing Organization & Visitor Information Services

- 1) Promote Skamania County as a tourist destination, enhance visitor experiences and increase overnight stays. Answer visitor requests by phone, mail, e-mail and in person.
- 2) Staff the Visitor Information Center with paid employees, year-round.
- 3) Operate a retail center within the Visitor Center selling maps, passes, and guidebooks.
- 4) Maintain visitor counts, business referrals, overnight stays, and bulk brochure requests.
- 5) Distributed visitor and relocation packets in response to requests.
- 6) Update comprehensive marketing plans for the Chamber. Work with facilitator to create Destination Development Plan for Skamania County.
- 7) Place display ads in Washington State Visitors Guide and other regional tourism publications.
- 8) Sponsor, assist with content and distribute annual Skamania County Visitors Guide.
- 9) Update and distribute the Skamania County "Lure" brochure with the Accommodations Guide, Dining Guide, Calendar of Events, Shopping and Attractions.
- 10) Send out press releases to regional publications.
- 11) Maintain/update Chamber website including enhanced SEO, adding new photos, videos, and travel blogs. Conduct keyword research to incorporate into the website and increase visitation.
- 12) Send monthly newsletter to those requesting a visitor packet on the Chamber website.
- 13) Create content calendar for social media pages.
- 14) Organize & execute Skamania Sip & Stroll and Christmas in the Gorge events.
- 15) Attend travel shows promoting Skamania County as a tourist destination.
- 16) Continue to work closely with state, regional, and national tourism organizations:
  - a. Columbia Gorge Tourism Alliance
  - b. Washington State Destination Marketing Organizations Association (WSDMO)
  - c. State of Washington Tourism
  - d. Southwest Washington Tourism Collaboration Group (Discover SW Washington)
  - e. Washington Festivals and Events Associations
- 17) Respond to inquiries from travel writers and solicit FAM (familiarization) tours.
- 18) Work with Skamania Lodge on co-op marketing projects and cross promotion on social media. Offer co-op advertising opportunities to tourism related businesses.

- 19) Assist event coordinators from the County, in the planning, production and advertising of the many county-wide events. Sell event tickets for such events as requested. Work to attract new shoulder season events to come to Skamania County.
- 20) Work with the local organized business associations in Skamania County. Maintain Datafy program and provide tourism visitation and spending statistics.
- 21) Maintain new map featuring points of interest with driving distances.

### **Exhibit B**

#### **Visit Stevenson Promotional Program Deliverables**

- 1. Update comprehensive marketing plan for City of Stevenson.
- 2. Work closely with NB Marketing on marketing campaign updates, website enhancements, social media posts and paid ads, display ad creation and placement.
- 3. Maintain and update Stevenson promotional website; visitstevensonwa.com. Regularly add new photos, videos, travel blogs and enhanced SEO.
- 4. Work with Pheonix Technology on maintaining and updating web cams and weather station.
- 5. Distribute visitor packets in response to phone or email requests from the website.
- 6. Send monthly newsletter to send to tourists requesting a visitor packet from the website.
- 7. Maintain social media content calendar.
- 8. Worked cooperatively with Skamania Lodge on marketing projects.
- 9. Place print ads in regional tourism focused publications.
- 10. Send out regular press releases to regional publications.
- 11. Solicit influencers and FAM (familiarization) tours.
- 12. Update Stevenson map several times as new businesses open and others close. Order printing of map many times throughout the year.
- 13. Provide maps, guides and information to local businesses and cruise ships for distribution.
- 14. Co-op with Stevenson Downtown Association on Shop Local promotions.
- 15. Compile information for registration packets for various groups at Skamania Lodge and those holding events at Skamania County Fairgrounds.
- 16. Manage the Visit Stevenson financial accounts including receivables & payables.
- 17. Maintain travel itineraries on website.
- 18. Organize FAM Tour of Stevenson for Cruise Ships staff.
- 19. Work to attract new shoulder season events.

# **Exhibit C**

# Visit Stevenson 2025 Promotional Programs Budget

Promotional Products & Projects Stevenson Map – updating & printing	\$ 2,500
Website (hosting/updates/webcam contract) - Marketing Contract (NB Marketing)	11,000 16,500 1,200
- Ad Placement	11,300
- Other (promotional products, postage, misc.)	1,000 4,000 2,000
Wind River Publishing Advertisements	4,500
Skamania Lodge Co-Op Marketing Project <b>Sub-Total</b>	<u>15,000</u> \$ 69,000
fanagement \$1,200 per month	<u>\$ 15,000</u>
	Stevenson Map – updating & printing Stevenson Advertising Campaign Website (hosting/updates/webcam contract) - Marketing Contract (NB Marketing) - Boosting (paid social media ads) - Ad Placement - Photos - Other (promotional products, postage, misc.) - FAM Tours Wind River Publishing Advertisements Skamania Lodge Co-Op Marketing Project Sub-Total

TOTAL

\$ 84,000

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Kevin McHugh of KTM, LLC / Gorge Outrigger Races, hereinafter referred to as "**Gorge Outrigger Races**".

#### 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 Outrigger races.
- 3. Gorge Outrigger Races is uniquely qualified to manage an Outrigger race, 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 Gorge Outrigger Races 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>. Gorge Outrigger Races will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Gorge Outrigger Races will plan and operate the Gorge Outrigger Races as described on Exhibit A, incorporated herein by reference.
  - b. Gorge Outrigger Races 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> Gorge Outrigger Races will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse Gorge Outrigger Races up to \$5,000 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 12, 2026. 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.
- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. Gorge Outrigger Races 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.
- 8. <u>Status of "Gorge Outrigger Races"</u>. It is hereby understood, agreed and declared that Gorge Outrigger Races 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.
- 9. <u>Insurance and Liability</u>. Gorge Outrigger Races 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.

Gorge Outrigger Races 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 Gorge Outrigger Races employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. Gorge Outrigger Races shall not discriminate against any employee employed under this agreement because of race, color,

religion, age, sex or national origin. Further, Gorge Outrigger Races shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

- 13. <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.
- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and Gorge Outrigger Races have legal authority to enter into this agreement on behalf of City and Gorge Outrigger Races respectively and have full authority to bind City and Gorge Outrigger Races 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	Gorge Outrigger Races / KTM, LLC		
Scott Anderson, Mayor	Kevin McHugh, Owner		
ATTEST			
Anders Sorestad, Clerk			
APPROVED AS TO FORM:			

Robert C. Muth, City Attorney

OC1 1 4 5054



# City of Stevenson

Organization/Agency Information			
Waterwalker	516-72-4033		
Organization/Agency	Federal Tax ID Number		
JD Davies			
Contact Name			
Box 1038 Carson, Wa. 98610			
Mailing Address			
541-400-0187	jd@nwoutrigger.com		
Phone	Email		
Gorge Outrigger Race			
Name of Proposed Event/Activity/Facility			
□ Tourism Promotion Activities			
Tourism-Related Facility			
Events/Festivals			
Amount Requested: \$5000			
<u>Su</u>	pplemental Questions		
You may type your answers in Word below	or attach a separate sheet. If you attach a separate sheet,		

Ourse instign / A man any Information

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 Tourism-Related Activities, Event or Facility:

The Gorge Outrigger Race is the second largest outrigger canoe race in North America, and has become well attended with participants from across the nation and from countries including Tahiti, New Zealand, Australia, Hawaii and Europe.

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.

We have long used TAC funds in previous years to help support the payments of timing and awards for participants of the event, a s well as miscellaneous expenses dealing with registration, permit fees and cleanup costs. 3. Identify your top 5 sources of Revenue:

<sup>1</sup> .Entry Fees	\$
1.Entry Fees       2.Sponsors	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. We strive to maintain a balanced budget, yet do not run the event for income rather to promote the event, activity and local community.

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

This is the 27th year of the event, we have a strong following already yet continue to promote through social media channels including Facebook and Instagram, as well as through our own website including live streaming of the event.

6. Explain how your activity or facility will result in increased tourism and overnight stays. The event is two days in length, and with over 400 paddlers plus family and friends staying at the fairgrounds the event continues to leverage the infrastructure of Stevenson and Skamania county with restaurants, beer vendors, gas stations and notably the grocers.

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. <u>400+</u> Staying overnight in paid accommodations.
  - 2. <u>Staying overnight in unpaid accommodations (with friends or family) and</u> traveling 50 miles or more from their place of residence or business.
  - 3. 100+ Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5.  $\frac{120}{\text{from another state or country.}}$  Estimated number of participants in any of the above categories that attend
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce 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 partner with the Coast Guard, Port of Klickitat, WSP and Skamania Parks and Recreation for permitting, assistance and facilities.

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

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?
As stated previously, the high volume of participants is a boost to local businesses,
namely food and drink related nowever we are also aware of participants that utilize
lodging for those not wanting to camp at the fairgrounds

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

JD Davies 10/14/24 Printed Name Signature Date  $\checkmark$ 

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.

#### CALL FOR TOURISM PROMOTION PROPOSALS CITY OF STEVENSON For 2025 awards

The City of Stevenson receives funds from lodging taxes imposed upon hotels and motels located within the City. The City uses these funds to contract for a narrow range of services, activities, and facilities as established by the State. Under the authority of RCW 67.28 and SMC 3.03.040, the City requests proposals to provide services or construct facilities that will attract visitors to the City. The City's program supports activities that will increase tourism (especially overnight visits) through:

- 1. Tourism marketing.
- 2. The marketing and operations of special events and festivals designed to attract tourists.
- 3. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a Washington municipality or a public facilities district.
- 4. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under sections 501(c)(3) and 501(c)(6) of the Internal Revenue Code.

RCW 67.28.1816 requires applicants for the use of lodging tax revenue to provide estimates of the number of people traveling for business or pleasure for certain categories (included on the application form), and final reports showing actual attendance by category. All recipients of these funds will be required to file evaluation forms with the City before receiving final reimbursement from the City.

Proposals must be received at City Hall, 7121 East Loop Road, PO Box 371, Stevenson, Washington, 98648, or by email to <u>anders@ci.stevenson.wa.us</u> by **4:00 p.m. October 14, 2024.** Provide one original (hardcopy or PDF) application package. Additional copies are not required. A PDF version is preferred.

The City's Tourism Advisory Committee (TAC) will review all proposals and will submit their recommendations to City Council for final action. Proposals will be scored based on the following criteria:

- 1. For Capital Expenditures, priority will be given to proposals to construct or improve city-owned or managed tourism related facilities meeting the requirements of RCW 67.28.1816, with emphasis on improving key community assets, such as the waterfront. Priority will also be given to proposals that leverage other funds.
- 2. For tourism marketing, special events and festivals:
  - a. Broad tourism marketing efforts will be given priority over the promotion of events.
  - b. Multi-day events generating multiple overnight stays will be given priority over single-day.
  - c. Priority will be given to those proposals that leverage other funds.
  - d. Priority will be given to events that attract visitors during the shoulder seasons.

If you have a 2024 tourism promotion contract with the City, your 2024 evaluation form must be received by the City before payment of funds from future awards.

All recipients will be expected to acknowledge the City of Stevenson's support, and include the City of Stevenson, the Chamber of Commerce, or the Stevenson Business Association on all promotional materials. The policy regarding use of the City's signposts at the entrances of Stevenson is enclosed.

The City reserves the right to reject any or all proposals, and to accept all or any portion of any proposal. The successful proponents will need to complete a contract with the City. Payment for services will be on a reimbursement basis after services have been received.

#### AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and **Skamania County Fair Board**, a 501(c)(3) organization, hereinafter referred to as "Fair Board".

#### 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 the "Skamania County Fair and Timber Festival" and "Gorge BlueGrass" events.
- 3. The Fair Board is uniquely qualified to manage the Skamania County Fair and Timber Festival and Gorge BlueGrass events, 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 the Fair Board 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>. The Fair Board will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. The Fair Board will plan and operate the Skamania County Fair and Timber Festival and Gorge BlueGrass events as described on Exhibit A, incorporated herein by reference.
  - b. The Fair Board 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>. The Fair Board will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse the Fair Board up to \$20,000 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 12 2026. 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.
- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. The Fair Board 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.
- 8. <u>Status of the "Fair Board"</u>. It is hereby understood, agreed and declared that the Fair Board 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.
- 9. <u>Insurance and Liability</u>. The Fair Board 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.

The Fair Board 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 Fair Board employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. The Fair Board shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, the Fair Board shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

- 13. <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.
- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and the Fair Board have legal authority to enter into this agreement on behalf of City and the Fair Board respectively and have full authority to bind City and the Fair Board 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

Skamania County Fair Board

Scott Anderson, Mayor

Name & Title:

ATTEST

Anders Storestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney



#### City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Skamania County Fair Board	91-1098073	
Organization/Agency	Federal Tax ID Number	
Heather Hobbs		
Contact Name		
PO Box 995, Stevenson, WA 98648		
Mailing Address		
360-561-8301	president@skamaniafair.com	
Phone	Email	
Fair and Bluegrass Festival		
Name of Proposed Event/Activity/Facility		
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>		
Amount Requested: \$20,000		
Su	oplemental Questions	

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 Tourism-Related Activities, Event or Facility:

The Skamania County Fair Board requests lodging tax funds to support the marketing and operations of two hallmark events in our region, the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival.

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.

#### Please see attached sheet

#### CALL FOR TOURISM PROMOTION PROPOSALS CITY OF STEVENSON For 2025 awards

The City of Stevenson receives funds from lodging taxes imposed upon hotels and motels located within the City. The City uses these funds to contract for a narrow range of services, activities, and facilities as established by the State. Under the authority of RCW 67.28 and SMC 3.03.040, the City requests proposals to provide services or construct facilities that will attract visitors to the City. The City's program supports activities that will increase tourism (especially overnight visits) through:

- 1. Tourism marketing.
- 2. The marketing and operations of special events and festivals designed to attract tourists.
- 3. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a Washington municipality or a public facilities district.
- 4. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under sections 501(c)(3) and 501(c)(6) of the Internal Revenue Code.

RCW 67.28.1816 requires applicants for the use of lodging tax revenue to provide estimates of the number of people traveling for business or pleasure for certain categories (included on the application form), and final reports showing actual attendance by category. All recipients of these funds will be required to file evaluation forms with the City before receiving final reimbursement from the City.

Proposals must be received at City Hall, 7121 East Loop Road, PO Box 371, Stevenson, Washington, 98648, or by email to <u>anders@ci.stevenson.wa.us</u> by **4:00 p.m. October 14, 2024.** Provide one original (hardcopy or PDF) application package. Additional copies are not required. A PDF version is preferred.

The City's Tourism Advisory Committee (TAC) will review all proposals and will submit their recommendations to City Council for final action. Proposals will be scored based on the following criteria:

- 1. For Capital Expenditures, priority will be given to proposals to construct or improve city-owned or managed tourism related facilities meeting the requirements of RCW 67.28.1816, with emphasis on improving key community assets, such as the waterfront. Priority will also be given to proposals that leverage other funds.
- 2. For tourism marketing, special events and festivals:
  - a. Broad tourism marketing efforts will be given priority over the promotion of events.
  - b. Multi-day events generating multiple overnight stays will be given priority over single-day.
  - c. Priority will be given to those proposals that leverage other funds.
  - d. Priority will be given to events that attract visitors during the shoulder seasons.

If you have a 2024 tourism promotion contract with the City, your 2024 evaluation form must be received by the City before payment of funds from future awards.

All recipients will be expected to acknowledge the City of Stevenson's support, and include the City of Stevenson, the Chamber of Commerce, or the Stevenson Business Association on all promotional materials. The policy regarding use of the City's signposts at the entrances of Stevenson is enclosed.

The City reserves the right to reject any or all proposals, and to accept all or any portion of any proposal. The successful proponents will need to complete a contract with the City. Payment for services will be on a reimbursement basis after services have been received.

3. Identify your top 5 sources of Revenue:

1.	Annual Contract Payments (From Skamania County)	\$ \$10,000
2.	Event Sponsorships	\$ \$57,000
3.	Gate Fee (Bluegrass)	\$ \$13,920
4.		\$
5.		\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

Please see the attached sheet

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

Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations.

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

#### Please see the attached sheet

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. 2500 Staying overnight in paid accommodations.
  - 2. 200 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. 400 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. <u>0</u> Attend but are not included in any one of the categories above.
  - 5. <u>700</u> Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

Please see the attached sheet

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

Please see the attached sheet

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Please see the attached sheet

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

Signature

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.

On behalf of the Skamania County Fair Board, I am writing to request lodging tax funds to support the marketing and operations of two hallmark events in our region: the Skamania County Fair & Timber Carnival and the Columbia Gorge Bluegrass Festival. These events not only highlight the unique culture and heritage of our community, but they also attract visitors from across the nation and abroad, providing significant economic benefits to the City of Stevenson tourism industry.

The Columbia Gorge Bluegrass Festival is a premier event, drawing attendees from all 50 states. Set against the stunning backdrop of the Columbia River Gorge, this festival celebrates the spirit of community and offers the charm of a true hometown event. Visitors return year after year to experience the warm, welcoming atmosphere and enjoy world-class bluegrass music in one of the most scenic locations in the Pacific Northwest.

The Skamania County Fair & Timber Carnival, with over 100 years of tradition, proudly celebrates the rich history and culture of Skamania County and the City of Stevenson. This annual event is a cornerstone of our community, where generations have gathered to celebrate local agriculture, crafts, and family activities. The fair highlights the deep connections our residents have to the land and to each other, making it a cherished event for both locals and visitors alike.

Through our partnership with Skamania County, the Fair Board volunteers and staff from Skamania County Community Events tackle varying aspects of these events. Whether it be cooperative marketing and outreach, or boots on the ground operations necessary to welcome event attendees. With strong collaboration, each team contributes and together we celebrate the annual success of these events.

Both the fair and the bluegrass festival are instrumental in showcasing the best of what the City of Stevenson has to offer, while also serving as economic drivers for our region. By securing lodging tax funds, we will be able to enhance our marketing and operations efforts to reach a wider audience and ensure the continued success of these beloved events. We appreciate your consideration of our application.

#### EXHIBIT A

#### 1. Tourism Related Activities, Event or Facility:

The Skamania County Fair Board requests lodging tax funds to support the marketing and operations of two hallmark events in our region, the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival.

#### 2. Attracting Visitors to the City:

The Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival highlight the unique culture and heritage of our community, but they also attract visitors from across the nation and abroad, providing significant economic benefits to the City of Stevenson.

As the two longest-standing events in the City of Stevenson, in and of themselves they attract visitors. Our goal is to increase the number of visitors to the City through improved marketing, operations and experiences for visitors and to entice those who have yet to discover how bluegrass music, chainsaws, runaway cows (sometimes) and a sense of community can be an experience you'll never forget. Coupled with the boutique retail, craft breweries, fine dining and the amazing views Stevenson offers – we intend to encourage visitors to arrive for Bluegrass or Fair but come back often to enjoy all the city has to offer.

The primary goal of our proposal includes using these funds to support the marketing and operations of each event. Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations. Funds will be used to support increasing or improving entertainment and micro-programming within each event which can help to draw a culturally diverse audience and overall increase to event attendance. Funds would further support operational expenses incurred during the event as they relate to facility maintenance and upkeep, customer service, information services and more.

#### 3. Top 5 Sources of Revenue

The Fair Board operates with limited revenue sources, these include:

- Annual Contract Payments (from Skamania County)
- Event Sponsorships / Donations
- Gate Fees (Bluegrass)

#### 4. Do you plan to become self-funded?

Is it a plan or goal? Yes, but it is unlikely that the Skamania County Fair and Columbia Gorge Bluegrass Festival will ever be fully self-funded, as there is no guaranteed revenue source for these events. Ticket sales while helpful, can vary from year to year based on factors beyond our control, such as weather, economic conditions, or competing events. As a nonprofit organization, our purpose is not to generate profit but to encourage, support and produce events that bring tangible benefits to the community by sharing the rich history of Skamania County, and the county seat (Stevenson). These events foster community, provide opportunities for visitors to explore the area and stay in local accommodations, support local businesses, creating an economic and community benefit that extends far beyond the events themselves. Funds generated from these events are put back into the events and facilities we operate cooperatively year after year.

### 5. Describe your plans for advertising and promoting the event.

Throughout the marketing period we will use funds to cover expenses for advertising on social media, in print and via coordinated outreach efforts with our production team and colleagues at various local and regional organizations.

### 6. Increased tourism, overnight stays:

The Columbia Gorge Bluegrass Festival welcomes an estimated 300 campers, with a total of 1,200 total camping spaces sold each festival. The event sells out of camping spaces at the Fairgrounds and working with our colleagues at Skamania County Events and Recreation, we drive Bluegrass fans to alternative lodging options in Stevenson (Hotel Stevenson, Wilder & Pine, Skamania Lodge), all of which are a short but beautiful walk to the festival. The same holds true for the Skamania County Fair.

Additionally, many event visitors come from communities as close as Vancouver, and as far away as Salem. While all visitors may not stay overnight, as the last free gate Fair in Washington, and perhaps even the region, visitors enjoy the scenic drive and a day spent in Stevenson at this annual family friendly event.

### 7. See Main Page of Application

### 8. Coordination with the Skamania County Chamber of Commerce:

We will work closely with our colleagues at the Chamber to promote the City of Stevenson as a destination for visitors attending the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival. Together, we can collaborate on marketing initiatives that highlight the area's natural beauty, outdoor recreation, and local businesses, ensuring that visitors not only enjoy these signature events but also explore all that Stevenson has to offer. Together, we believe this partnership can help strengthen Stevenson's reputation as a vibrant destination for both festivals and year-round tourism.

### 9. If proposal is for construction, explain your plans for operation and maintenance of the facility:

Our proposal doesn't include capital construction. However, the Fair Board is seeking to use a portion of the funds (\$5,000) to support non-construction related facility upgrades such as:

Installing a public announcing system (PA) that will effectively reach the Midway, barns, Timber
 Carnival and westerly lot of the Fairgrounds. This system is a much needed improvement that will not only benefit the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber
 Carnival; it will be a positive addition for any large scale event that occurs on the Fairgrounds.

### (Please see Exhibit B for justification related to authorizing lodging tax for capital expenses)

### 10. Encouraging support of Stevenson businesses, retail, lodging, etc.

Many, many businesses in Stevenson actively support the Columbia Gorge Bluegrass Festival and the Skamania County Fair & Timber Carnival. Often it is through the provision of sponsorship (in-kind or financial contributions), but even more so it is through sharing news and marketing about our events. Several business owners volunteer countless hours (year-round) and several more step in during the events themselves. Finally, the Fair Board has representatives from the business community on the Board, thus encouraging continued support year after year.

### 11. Itemized Budget

The Fair Board adopts it annual budget following the deadline for submission of the City of Stevensons Lodging Tax Application. The budget figures below are estimated, and we request consideration for movement among line items:

- \$2,500 Marketing
- \$12,500 Operations, Mico-Events, Entertainment
- \$5,000 Public Announcing System

City of Stevenson Lodging Tax Committee Applicant: Skamania County Fair Board

### EXHIBIT B

We understand that within previous application periods, there was direction or a decision issued signifying that lodging tax revenue received by the City of Stevenson could only be used for capital facility projects if the facility was owned, operated or managed by the City; or by a 501(c)3 or 501(c)6 non-profit.

We further were advised this direction or guidance was issued by the State of Washington, Office of the Auditor (perhaps during an annual or bi-annual audit of the City records).

The Fair Board is proposing the City of Stevenson Lodging Tax Committee consider the notes below as justification for City lodging tax funds to be awarded or expended for capital projects on other properties:

### Point 1: The Skamania County Fairgrounds (the location where the capital project is proposed) is owned by Skamania County – a "municipality" and a "public entity".

Justification to this point is available by reviewing:

RCW 67.28.080 Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Acquisition" includes, but is not limited to, siting, acquisition, design, construction, refurbishing, expansion, repair, and improvement, including paying or securing the payment of all or any portion of general obligation bonds, leases, revenue bonds, or other obligations issued or incurred for such purpose or purposes under this chapter.

(2) "Municipality" means any county, city or town of the state of Washington.

(3) "Operation" includes, but is not limited to, operation, management, and marketing.

(4) "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.

(5) "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.

(6) "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

(7) "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is: (a)(i) Owned by a public entity; (ii) owned by a nonprofit organization described under section 501(c)(3) of the federal internal revenue code of 1986, as amended; or (iii) owned by a nonprofit organization described under section 501(c)(6) of the federal internal revenue code of 1986, as amended, or (iii) owned by a monprofit organization, destination marketing organization, main street organization, lodging association, or chamber of commerce and (b) used to support tourism, performing arts, or to accommodate tourist activities.

Point 2: The statute does not indicate the municipality may only use lodging tax funds on facilities owned by "the" municipality; rather it reads, in part "....tourism related facilities owned or operated by <u>a</u> municipality or a....."

Justification to this point is available by reviewing the provided portion (below) of:

RCW 67.28.1816

Lodging tax—Tourism promotion.

(1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

(a) Tourism marketing;

(b) The marketing and operations of special events and festivals designed to attract tourists;

(c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters <u>35.57</u> and <u>36.100</u> RCW; or

(d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) of the internal revenue code of 1986, as amended.

### AGREEMENT Operation of Stevenson Main Street Program

This agreement made and entered into 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the **Stevenson Downtown Association**, hereinafter referred to as "SDA".

### 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 Main Street Program.
- 3. The Stevenson Main Street Program vision is for a vibrant and attractive downtown that is home to businesses and welcoming to residents and visitors. The cornerstone tenets of the Stevenson Main Street Program include Organization, Promotion, Design, and Economic Vitality. The City recognizes that a vibrant downtown is a draw for tourists while also enhancing the quality of life for local residents.
- 4. SDA is uniquely qualified to manage a Main Street program, 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.
- 5. It is in the City's interest to contract with SDA to perform certain activities relating to the design, implementation, and management of the Main Street program 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>. SDA will perform the work set forth below and submit requests for payment to the City as outlined in section 3 below.
  - a. SDA will plan and operate the Main Street program as described on Exhibit A, incorporated herein by reference.
  - b. SDA 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> SDA will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
- 3. <u>Term.</u> The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.

- a. In consideration of the work to be performed as described herein, the City will pay SDA the total sum of \$85,000. SDA will submit a request for payment and a report of work completed every quarter at a minimum. Upon receipt of each satisfactory work report, the City will pay SDA one-quarter (1/4) of the total deliverable of Eighty-five Thousand Dollars (\$85,000) or Twenty-one Thousand Two-Hundred Fifty Dollars and 00/100 (\$21,250). After written notice to the SDA, the City may withhold payment if the SDA cannot demonstrate substantial compliance with the terms of this agreement. Failure to submit satisfactory work reports demonstrating substantial compliance with this agreement shall be considered a breach of this agreement and the City will be excused from further performance hereunder. All payments will be reimbursements for work performed. Payments will be made on the City's regularly established payment dates following submittal of detailed invoices by SDA to the City.
- b. Final invoice for this agreement must be received by the City on or before January 12, 2026. 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.
- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>. SDA 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.
- 8. <u>Status of "SDA"</u>. It is hereby understood, agreed and declared that SDA 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.
- 9. <u>Insurance and Liability</u>. SDA 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.

SDA 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 SDA employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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.
- 12. <u>Equal Opportunity and Compliance with Laws</u>. SDA shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, SDA shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 13. <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.
- 14. <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.
- 15. <u>Certification of Authority</u>. The undersigned certify that the persons executing this agreement on behalf of City and SDA have legal authority to enter into this agreement on behalf of City and SDA respectively and have full authority to bind City and SDA 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.

/ / / / / [Signatures appear on next page] \ \ \ \ \

CITY OF STEVENSON

### STEVENSON DOWNTOWN ASSOCIATION

Scott Anderson, Mayor

Kelly O'Malley-McKee, Executive Director

ATTEST:

Anders Sorestad, Clerk

APPROVED AS TO FORM:

Robert C. Muth, City Attorney





### City of Stevenson TOURISM FUNDING APPLICATION FORM

### **Organization/Agency Information**

Stevenson Downtown Association	81-3500088	
Organization/Agency	Federal Tax ID Number	
Kelly O'Malley-McKee		
Contact Name		
PO Box 1037, Stevenson WA 98648		
Mailing Address		
509.427.7720	director@stevensonmainstreet.org	
Phone	Email	
Main Street Operations & Initiatives		
Name of Proposed Event/Activity/Facility		
Tourism Promotion Activities		
Tourism-Related Facility		
Events/Festivals		
Amount Requested: \$ <u>85,000</u>		

### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

Supporting operations and initiatives of the Stevenson Downtown Association ensures ongoing momentum as a WA Main Street organization dedicated to enhancing the downtown district and economic vitality of local businesses. Initiatives include beautification, business grants, holiday decor and more to bring year-round visitation.

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.

Funding the operations and initiatives of the SDA provides ongoing, year-round, broad marketing efforts showcasing Stevenson as a destination, as well as supporting downtown businesses with expanding grant options, improving the visitor experience, increasing public art, growing the beautification efforts and supporting city projects. Identify your top 5 sources of Revenue: See attached.
 1. \$

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

The Main Street Approach to downtown revitalization is most successful with investments of local governments, primarily cities where the downtowns reside. We are growing our community/individual contributions to help diversify funding sources.

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

We do this weekly, if not daily, by promoting downtown Stevenson, downtown businesses and initiatives through social media, press releases, print ads, paid digital ads, email, website, posters, brochures, rackcards, giveaways, tabling, volunteerism, and by operating the Farmers Market weekly from mid-June to mid-October.

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

The Main Street Approach, a tried & true strategy for four decades, focuses on a community's unique attributes to attract visitors to their downtown districts. The attached 2022 report by Washington Main Street indicates more consumer spending in Main Street districts than similar downtowns; we amplify that through placemaking.

- 7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):
  - 1. <u>Attached</u> Staying overnight in paid accommodations.
  - 2. <u>Attached</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3. <u>Attached</u> Staying for the day only and traveling 50 miles or more from their place of residence or business.
  - 4. <u>Attached</u> Attend but are not included in any one of the categories above.
  - 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

Partnering with the Chamber is a natural fit, as we co-invested in an office remodel for an improved visitor & business information center. We share a staff person and common goals for supporting local businesses. While they focus on direct tourism, we focus on placemaking and beautification; while they focus on businesses through advocacy and membership services, we focus on downtown business grant support. 9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Main Street organizations were built for supporting small businesses. See attached 2022 data. We've funded over 40 grants to downtown restaurants, retailers and lodging facilities since Oct 2020 and are expanding grant options and downtown promotions.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal. Kelly O'Malley-McKee 10/9/24 Printed Name 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.



### Estimated 2025 Advertising and Main Street Program Expenses\*

(other than Farmers Market which is not included here)

Advertising & Marketing (general Downtown focused & for programs below)	
Digital Ads \$1,000	
Newspaper \$10,000	
Magazine \$4,000	
Branded items (including Spruce Up Stevenson shirts) \$3,000	
Marketing Database (email marketing) \$2,000	
Business Grant Program	\$50,000
Bricks & Clicks Grants \$5,000	
Other business grant programs (mural, farmers, biz collaboration) \$15,000	
New business grant programs (blade signs, capital grants, not yet approved) \$30,000	
Stevenson Streatery Project	\$8,000
Downtown Holiday Lighting & Decorating (Halloween & Christmas)	
Plaid Friday Business Promotion	
Spruce Up Stevenson	\$2,500
Downtown Kiosk & Entrance Signage Project (not yet approved)	
Misc projects and programs	\$2,500
TOTAL	\$125,000

\*Operations costs not included here. Available upon request.



### 2025 TAC Application Supplemental Information

### STATEMENT:

The Stevenson Downtown Association's mission is to promote and revitalize Downtown Stevenson and enrich our local heritage. We do this through placemaking and business support while utilizing the Main Street Approach with four volunteer-driven committees (Economic Vitality, Design, Promotion and Outreach, along with a Design subcommittee for Holiday Lighting). Our 2023 Impact Report is attached outlining our work.

While 2024's Impact Report won't be ready until next year, we know this was/is "a year of building." We built up our staff by increasing the Farmers Market Manager's hours and adding a new half-time position of Associate Director of Strategic Initiatives. We went through an office remodel with the Chamber designed to improve the visitor experience and staff productivity. We increased volunteerism by offering additional shifts for the farmers market and creating a new Spruce Up Squad. We worked with more events to promote with signage at each entrance to downtown. We expanded our Business Grant Program with new offerings in addition to Bricks & Clicks grants. We grew our farmers market with more vendors, more food offerings, more visitors and off-the-charts SNAP transactions. We built new promotions to drive visitors downtown and Love Local. We invested in a more robust constituent database system to support the rapidly growing interest in volunteerism and our work. We offered new Merchant Mixer opportunities to share detailed spending and demographic data with downtown business owners. We built more furniture, increased artist participation and offered live music in the annual Streatery placemaking initiative. We are increasing beautification efforts with another Spruce Up Stevenson clean-up day in the Fall and additional holiday lighting and decorations.

Due to this "year of building" we have increased our request from \$75,000 – which we've received for the last two years – to \$85,000 to help support and continue this growth. We look forward to sharing our 2024 Impact Report with you for all the ways we enhance downtown, encourage visitation and support economic resiliency in Stevenson.

### WHAT IS PLACEMAKING?

Placemaking strengthens the connections between people and the places they share. It is a community-led process that helps activate and improve neighborhoods and community gathering places—streets, sidewalks, parks, buildings, and other public spaces—so they invite greater social interaction between people and foster healthier, economically viable communities. This approach focuses on the unique features of particular places, building on existing assets, and using them to attract new investment and strengthen existing businesses.

"Great places drive tourism," according to the Project for Public Spaces:

- "Great places drive tourism and opportunities to blend in with the locals; where the line between who is a resident and who is a visitor is somewhat blurred.
- In great places, people rise to the level of the shared experience and contribute to it. They are driven to connect deeper with their surroundings, to the people around them, and even to express their own personalities.
- If the experience is too prescribed or narrowly defined, people only react to it (or experience it passively as voyeurism) no matter how aesthetic, entertaining, iconic, or stimulating it may be. And they probably won't come back."

At the Stevenson Downtown Association, we see downtown Stevenson as its own "place" to enhance, beautify and support. If we build it up in its own broad and unique way, we will not only foster community pride, but attract visitors year-round to support our local economy.

### SUPPLEMENTAL INFORMATION FOR APPLICATION:

#1. 2023 Impact Report outlining further detail. Attached in email.

#3. Top 5 Sources of Revenue:

1. Main Street Tax Credit Incentive Program contribution	ns \$200,000
2. LTAC – Main Street Operations	\$75,000
3. Private donations (including a one-time large grant)	\$55,000
4. Farmers Market Revenue	\$10,000
5. City Contract – Farmers Market Operations	\$10,000

#6 & #10. May 2022 Report mentioned: Economic Resiliency of Washington's Main Streets. Attached in email.

7. Number of tourists:

These numbers are hard to calculate, as the Stevenson Downtown Association isn't applying for specific events, but overall operations and initiatives that help elevate downtown Stevenson as a destination. With TAC funding, we partner with, promote and leverage existing events from the Chamber, Visit Stevenson, other third parties and businesses, thereby enhancing the numbers these other organizations are able to more efficiently track with their one-time events and promotions.

Having said that, based on our 2021 farmers market visitor survey (attached in email) and its small sample size, this is an estimate of <u>minimum</u> visitation impact in downtown Stevenson:

- 1. <u>25</u> Staying overnight in paid accommodations.
- 2. <u>39</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
- 3. <u>216</u> Staying for the day only and traveling 50 miles or more from their place of residence or business.
- 4. <u>15,517</u> Attend but are not included in any one of the categories above.
- 5. <u>Unsure</u> Estimated number of participants in any of the above categories that attend from another state or country.

### 11. 2024 Board-Approved Budget Summary (not actuals):

LTAC - Operations	\$75,000
Main Street Tax Credit Contributions	\$205,00
Farmers Market Revenue	\$22,000
Grants, Contributions, Other	\$8,000
TOTAL REVENUE	\$310,000

Programs, Projects & Marketing	\$161,830
Operations, Administration & Business Expenses	\$155,620
TOTAL EXPENSES	\$317,450*

\*intentional overspending due to "building year" / adequate reserves

## 2023 YEAR IN REVIEW STEVENSON DOWNTOWN ASSOCIATION



### **A MAIN STREET ORGANIZATION**

### **OUR MISSION** To promote and revitalize **Downtown Stevenson and** enrich our local heritage.

# **OUR VISION**

By embracing the Main Street Approach, we envision a historically preserved, economically vibrant downtown where locals and visitors alike come together for community, culture and connection to the Columbia River.





Under the WA Department of Archaeology & Historic Preservation (DAHP), the program is managed by the Washington Trust for Historic Preservation.

# **A MAIN STREET** COMMUNITY **SINCE 2019**

Stevenson is one of 39 communities in the Washington State Main Street Program, which has been helping towns and cities revitalize the economy, appearance, and image of their downtown commercial districts throughout the state since 1984.

# ALONE WE CAN DO SO LITTLE; TOGETHER WE CAN DO SO MUCH. -Helen keller

# 2023 IMPACT

THANKS TO COMMUNITY VOLUNTEERS, DONORS AND PARTNERS, THE STEVENSON DOWNTOWN ASSOCIATION ACCOMPLISHED THE **FOLLOWING HIGHLIGHTS IN 2023** 

# WE MADE A BIG IMPACT IN 2023 THANKS TO YOU!

# INCREASED COMMUNITY VOLUNTEERISM

We tracked 130 individuals who gave their time to our downtown projects and committee work for a total of 2,128 volunteer hours (76% increase). That's an estimated cash equivalent of \$80,077!





# DISTRIBUTED FIVE BRICKS & CLICKS GRANTS

We distributed 5 Bricks & Clicks Grants to downtown businesses and property owners, funding 61% of their facade improvement investments for our downtown. (Total of 40 grants since October 2020)





# IMPROVED THE STEVENSON FARMERS MARKET

In our 2nd year of overseeing the Farmers Market, we increased vendors by 7%, attendance by 6%, and overall sales by 40%. We brought on new volunteer leads to enhance the market experience for the community.

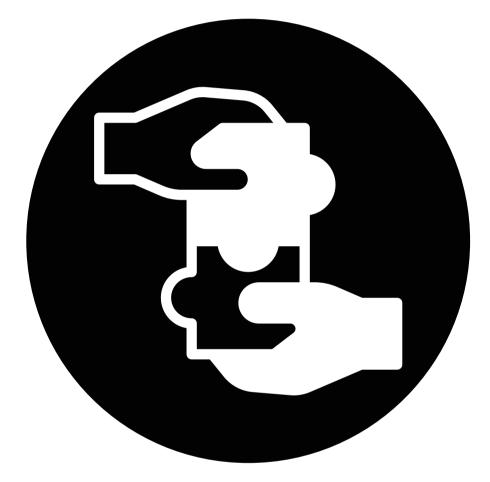




# **EXPANDED COMMUNITY PARTNERSHIPS**

We supported 4 existing events that bring people downtown: National Night Out, Trunk or Treat, Band Concert in the Hwy, Chamber Sip & Stroll. We partnered with City on parking study, downtown tree survey, city parks plan, beautification, signage, park plaza.

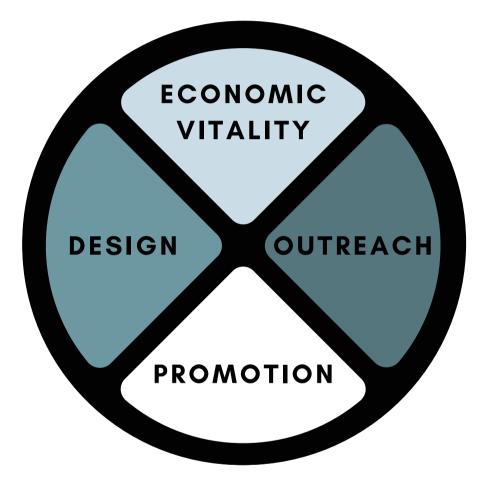




# HOSTED NATIONAL MAIN STREET WORKSHOP

We hosted 40 revitalization professionals from across the country for a Main Street America workshop. Attendees spent over \$3,000 in our downtown in half a day.





# **COORDINATED SPRUCE-UP STEVENSON**

We hosted Spruce-Up Stevenson with the help of over 75 community volunteers tallying more than 185 hours to beautify our downtown district. Over 50 of them dined at downtown establishments.







# **BOARD PRESIDENT NAMED 2023** ENTREPRENEUR OF THE YEAR

Washington Main Street presented 11 awards at the state conference, including to **Board President Tabatha Wiggins for** "Entrepreneur of the Year" as exemplary Main Street leader and business owner of Walking Man Brewing and new Traverse PNW Market.



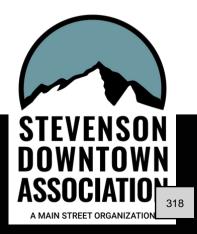




# ERECTED THE SEASONAL STEVENSON STREATERY

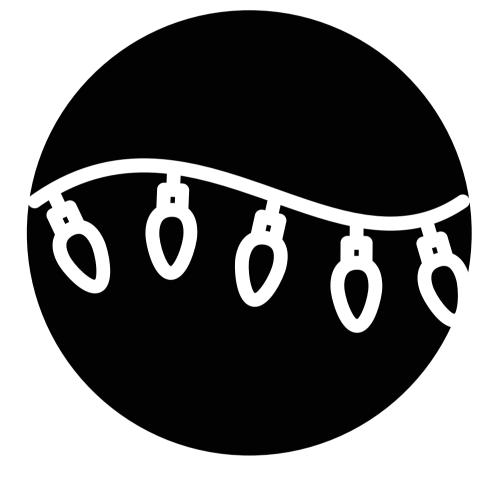
We erected the 3rd Stevenson Streatery, a community gathering space in the heart of downtown, with 14 picnic tables built by high school woodshop students, and painted by local artists. End of season online table auction raised \$5,115 (22% increase).





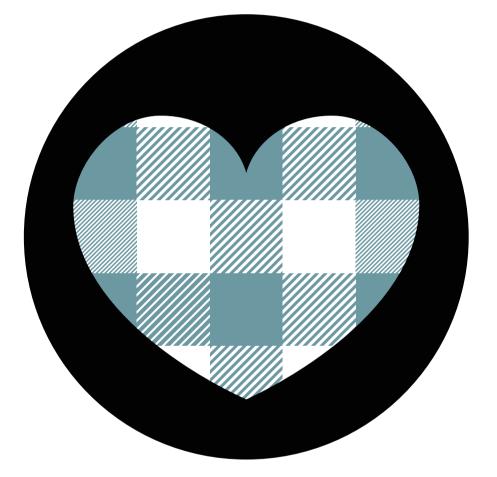
# ENHANCED DOWNTOWN HOLIDAY LIGHTING

We invested in a snow globe photo display, partnered with high school metal shop to fabricate large snowflakes and trees, invited 7 community organizations for a Christmas Tree Invitational, and hosted business decorating contest with community voting. Volunteers increased their project hours 27%.





# **RALLIED THE COMMUNITY TO** "LOVE LOCAL" ON PLAID FRIDAY



- We promoted 23 merchants for Plaid Friday,
  - an alternative to Black Friday, distributed
    - 2,250 Love Local reusable totes to
    - shoppers, and increased sales for
      - 71% of reporting businesses.





# **REDIRECTED STATE B&O TAXES TO WORK LOCALLY**

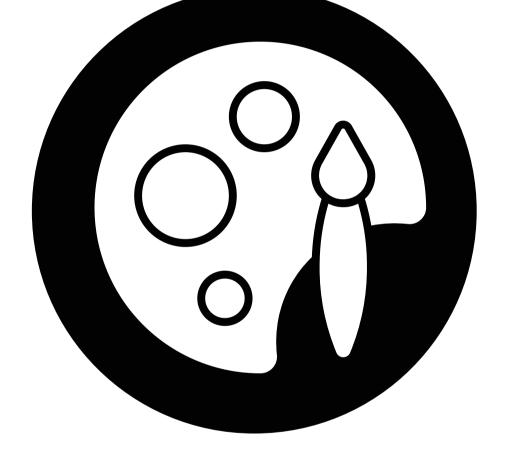
Thanks to 30 businesses, we raised \$208,400 through the WA State Main Street Tax Credit Incentive Program, which provides a 75% tax credit for redirecting their B&O taxes to our Main Street projects and programs.





# **COMPLETED VINTAGE PANEL MURAL PROJECT**

We unveiled a fair panel mural in honor of 115th year of the Skamania County Fair & Timber Carnival in July. Painted by a local artist, this completed the series of 3 vintage panel murals in downtown, a project that began in late 2018 with the Keep Skamania Green and the 2019 Eva Jane Ferry murals.

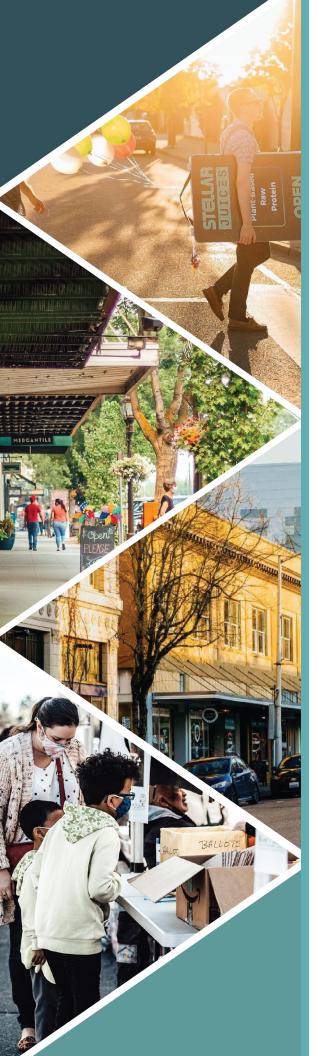


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# DOWNTOWN IS IMPORTANT BECAUSE IT'S THE HEART AND SOUL OF ANY COMMUNITY. IF YOU DON'T HAVE A HEALTHY DOWNTOWN, YOU SIMPLY DON'T HAVE A HEALTHY TOWN." -ED MCMAHON

CHAIR, BOARD OF DIRECTORS NATIONAL MAIN STREET CENTER



### The Economic Resiliency of Washington's Main Streets

Exploration of the Resiliency and Recovery of Businesses Located in Main Street Districts During the COVID-19 Pandemic



Prepared by Jon Stover & Associates May 2022







conomic Resiliency of Washington's Main Streets

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Resiliency is more than just the response in the wake of a crisis but about the strong baseline of community connections that Main Street organizations work to build every day.

The Washington State Main Street Program and its Main Street Communities enhanced the economic recovery, stability, and resiliency of Washington's downtown businesses and, in part, the state at-large.

## The Economic Resiliency of Washington's Main Streets

## **Executive Summary**

The Washington State Main Street Program (WSMSP) and its local Main Street Communities administer economic development programmatic activities that support local businesses, preserve a downtown's character and identity, and create vibrant places for visitors, workers, and residents. This study assesses how local business resiliency and recovery compared in districts with or without the presence of a local Main Street organization over the course of the COVID-19 pandemic. The state's local Main Street Communities, all of which are small non-profit organizations, directed financial resources and partnership support from the national, state, regional, and municipal levels to Washington's downtown businesses quickly and impactfully. The agile and adaptive nature of WSMSP allowed each Main Street Community to accommodate their local specific needs and economic realities.

The COVID-19 pandemic brought economic turbulence during the global health crisis, striking the Washington economy in late February 2020. Communities, towns, and cities across Washington, the country, and global continents experienced dramatic disruptions to business activity and consumer spending. The pandemic's impacts continued throughout 2020 into 2021 and 2022 with recurring shifts in regulations and societal norms as variants affected business activity. WSMSP and its local Main Street Communities provided immediate and ongoing response to help alleviate the economic burdens of the pandemic on business owners, employees, and customers.

This study measures the economic resiliency of businesses in Main Street districts (historic downtowns in which there is the presence of a Main Street Community organization) by assessing third-party credit card spending data to understand the economic impacts of the pandemic and Main Street Communities' contributing roles. To understand the attributable value of Main Street efforts, consumer spending was analyzed between the Main Street districts and comparable commercial districts across the state, along with statewide economic trends. Numerous variables affected businesses' resiliency and economic recovery in commercial districts and downtowns throughout the pandemic, and many communities without dedicated Main Street programmatic efforts deployed similar strategies. The third-party consumer spending data highlights the heightened resiliency of businesses in designated Main Street districts throughout Washington State.

Washington's Main Street model proved to be a successful approach to economic development with its track record of positive economic and community impacts. The same elements that make it successful during good times make it even more valuable and essential in challenging times such as the COVID-19 pandemic. Washington's Main Street Communities demonstrated their unique abilities to communicate and to address the needs of Washington's downtowns quickly and, in turn, directed outside resources into vital funding and programmatic support to businesses most in need. This resiliency reflects Main Street Communities' loyal customer base and the value of the organizations' local knowledge, stakeholder trust, and understanding of local business conditions to recover from the pandemic's turbulent economic times for a resilient future.

The Economic Resiliency of Washington's Main Street

Washington's Main Street Communities were equipped to provide much-needed help at the onset of the pandemic, demonstrating its impact and importance in the good times and the bad.

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## The drop in consumer spending in Main Street districts mirrored similar trends statewide at the onset of the pandemic.

Customer spending in Main Street districts declined 7% in March 2020 compared with the prior year, mirroring similar trends as the statewide economy during the initial months of the pandemic. Main Street businesses weathered the immediate impact of closures, stay-at-home orders, and social distancing, rebounding from the pandemic at a faster rate than other areas of Washington without Main Street programming.

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By the fall of 2021, businesses in Main Street districts experienced greater rebound in sales than locations without Main Street support and than the state average.

Consumer spending in Main Streets surged in the fall of 2021, with October spending levels significantly above pre-pandemic levels. Businesses in Main Street districts were more economically resilient by spending metrics in the long-term, with customer spending growth exceeding comparative communities by 4% and considerably higher than the statewide trends by 13%.

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The restaurant industry was particularly hard hit. Restaurants statewide had not fully recovered by the fall of 2021 but spending at restaurants on Main Street has soared.

The restaurant industry in Main Street districts faced severe economic challenges, with a decline in over 40% of customer spending during the first few months of the pandemic. Despite this, Main Streets and their restaurants remained economically resilient, with spending levels exceeding both comparative communities and statewide trends toward the end of 2021. Beginning in March 2021, spending at restaurants in Main Street districts grew at levels above comparable communities. **In October 2021, this spending exceeded pre-pandemic levels in Main Street districts by 19%, 7% better than areas without Main Streets, while the statewide restaurant spending levels remained 2% below pre-pandemic levels.** 

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## Main Streets' local customer base and community climate is stronger than ever.

Many of Washington's Main Street businesses were sustained by a surge in local customer support at the onset of the pandemic. The share of local customer spending nearly doubled in May 2020 compared to before the pandemic, from 27% to 50%. A year and a half later, nearby residents still accounted for 43% of customer traffic. **The community loyalty and pride that Main Streets nurtured over the years has helped keep their business's doors open.** 



# Washington's Main Street Communities delivered an extensive range of much-needed pandemic-related resources and services to downtown businesses.

Main Street Communities transformed their downtowns to meet the challenges and needs brought on by the pandemic and provided support and guidance for navigating changing regulations and health protocols. Importantly, Main Street Communities across the state connected local businesses with financial assistance programs such as the Paycheck Protection Program (PPP), assisted with loan and grant application processes, provided direct financial support, and served as the liaison between city, regional, and state officials to help leadership better understand on-the-ground business needs. By providing direct technical assistance to small and local businesses, Main Street Communities played pivotal roles in enhancing e-commerce and digital platforms for businesses across the state. The wide range of investments not only helped businesses stem the tide throughout the pandemic but will bring gains and a more resilient future for years to come.

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## **About This Report**

Introduction to the Economic Resiliency of Washington's Main Streets

#### Purpose of This Report

Washington's local Main Street Communities, all of which are small non-profit organization, played a vital role across the state in supporting their business community and commercial districts during the COVID-19 pandemic. This report provides WSMPS with a quantitative assessment to help programmatic leadership and stakeholders understand how Washington's Main Street Communities impacted business resiliency during the COVID-19 pandemic.

#### Study Participants

Washington Trust for Historic Preservation (WTHP) is dedicated to saving the places that matter in Washington State and promoting sustainable and economically viable communities through historic preservation. WTHP facilitates state-funded programs, such as WSMSP, in conjunction with the Department of Archaeology & Historic **Preservation (DAHP)**, Washington State's primary agency with knowledge and expertise in historic preservation. DAHP advocates for the preservation of Washington's irreplaceable historic and cultural resources such as significant buildings, structures, sites, objects, and districts as assets for the future.

**Washington State Main Street Program (WSMSP)** helps communities revitalize the economy, appearance, and image of their historic downtown districts by leveraging each community's unique heritage and attributes. WSMSP currently serves a network of nearly 70 towns, including 36 Main Street Communities and 33 Affiliate programs. This report reflects the resiliency of the 36 Main Street Communities that maintain robust nonprofit operations and participation with WSMSP.

**Jon Stover & Associates (JS&A)** is an Economic Development Consulting firm that bridges the gap between the different worlds of policy, business, real estate development, and community interest to help make neighborhoods great.

#### Methodology and Data Sources

This analysis includes third-party credit carding spending data provided through MasterCard Retail Location Insights, reflecting consumer spending in Census Block and Tract Groups. Supplemental data sources include InfoGroup, the US Census, and onthe-ground insights reflected in Main Street surveys conducted during 2020 and 2021.



Image: Wenatchee Downtown Association



Image: Olympia Downtown Alliance

#### What is a Main Street?

Since 1984, WSMSP has been helping communities administer economic development programming, support local businesses, preserve downtown character and identity, and create vibrant places for visitors, workers, and residents. Since 2010, WSMSP has been a program of the Department of Archaeology & Historic Preservation that is managed through a partnership with the Washington Trust for Historic Preservation.

Main Street Communities help commercial districts revitalize the economy, appearance, and perceived image of their downtown districts, leveraging the successfully proven Main Street Approach<sup>™</sup>. In Washington State, designated Main Street Communities are independent 501(c)3 or 501(c)6 nonprofit organizations dedicated to the revitalization of their downtown communities. These nonprofit organizations rally community support, build public and private partnerships and leverage their local community's unique assets, including heritage, entrepreneurship, and expertise.

"Over the last four decades, the Main Street movement has proven that downtowns are the heart of our communities, and that a community is only as strong as its core."

> — Main Street America on the Main Street Movement

#### The Main Street Four-Point Approach™

The Main Street Approach<sup>™</sup> is a national comprehensive framework that allows local communities to take ownership of their futures through incremental changes in focus areas known as the Four Points. Economic Vitality emphasizes economic tools to support both new and existing businesses, catalyze property development, and foster an environment that drives local economies. Design focuses on community transformation via enhancing visual and physical assets. Promotion leverages the downtown core as the hub of economic activity by emphasizing and showcasing each downtown's unique characteristics. The last point, Outreach, prioritizes partnerships, community involvement, and resources to create a strong foundation that can sustain changes over time.

Main Street Communities structure their organizations around the Four-Point Approach™ allowing Main Street Communities to achieve a full breadth of impacts and programmatic initiatives for their downtown districts. Importantly, the real effects of Main Street Communities result from a combination of the Four-Points rather than a siloed approach; as these Four-Points align and come together within а Main Street. transformational change can occur.



Learn more about Washington State Main Street Program at: www.preservewa.org/mainstreet More information about Main Street America can be found at: www.mainstreet.org

## Measuring the Economic Resiliency of Main Streets in the State of Washington

About Economic Resiliency and This Study's Methodology

The COVID-19 pandemic disrupted the livelihood and day-to-day experience of places across the country as both businesses and customers navigated challenging health and safety protocols and recommendations that altered how people shopped, dined, socialized, and conducted business. Businesses of all sizes and in all types of places experienced dire needs to pivot their operations and adjust to changing dynamics after March 2020. Nationally and throughout the state of Washington, critical conversations centered around economic resiliency emerged as the pandemic continued.

Economic resiliency refers to how a community can survive, recover, and rebuild their local economies after facing a devastating disaster, such as the global pandemic. There are many ways of measuring economic resiliency, and leading best practices reflect the World Bank's categorization of two types of resiliency, instantaneous and dynamic resiliency.

**Instantaneous resiliency refers to the ability of a community to limit the immediate effects of the disaster.** Essentially, in relation to the COVID-19 pandemic, instantaneous resiliency reflects the revenue decline during the first months of the pandemic. In Washington's economy, this occurred during March and April 2020. Dynamic resiliency stretches beyond the immediate effects and centers around and reconstruction recovery after а disaster. A community's dynamic resiliency encompasses their abilities to improve economic conditions and increase revenue and sales beyond the lowest point immediately after a disaster. In many cases, the specific time frame of dynamic resiliency may not be clear-cut, and this held true during the pandemic. This study classifies dynamic resilience as when consumer spending reached the highest levels after the onset of the pandemic; dynamic resiliency throughout this analysis is defined as October 2021.

and understand the role of explore То Washington's Main Street Communities in economic resiliency, communities with dedicated Main Street programming were compared with communities that did not have a Main Street program, defined as Non-Main Street Communities. This comparative assessment features 100 comparable communities randomly selected based on an equal distribution of population size to ensure an adequate and appropriate comparative set. This methodology framework helps isolate the attributable effects of Main Street, analyzing economic data from January 2019 through October 2021. Importantly, there are many factors that influence the implications of the pandemic on local economies and the state continues its recovery trajectory.

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## Main Street Districts and Comparative Assessment Communities Across Washington

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#### Washington's Designated Main Street Communities

Downtown Aberdeen Association - Bainbridge Island Downtown Association - Downtown Bellingham Partnership Downtown Camas Association - Centralia Downtown Association - Experience Chehalis Historic Downtown Chelan Association - Cle Elum Downtown Association - Colfax Downtown Association Colville Together - Coupeville Historic Waterfront Association - Dayton Development Task Force Ellensburg Downtown Association - Downtown Everett Association - Gig Harbor Downtown Waterfront Alliance Downtown Issaquah Association - Historic Downtown Kennewick Partnership - Kent Downtown Partnership Langley Main Street Association - Olympia Downtown Alliance - Downtown Pasco Development Authority Port Townsend Main Street Program - Historic Downtown Prosser Association - Puyallup Main Street Association Sumner Main Street Association - Selah Downtown Association - Stevenson Downtown Association Wenatchee Downtown Association - Vancouver Downtown Association - Downtown Walla Walla Foundation

#### Comparative Community Not Designated as a Main Street Program

Albion - Bay View - Bellevue - Bethel - Bingen - Bothell - Brewster - Carson - Cathcart Clarkston Heights-Vineland Curlew Lake - Deer Park - Des Moines - Duluth - East Renton Highlands - Fort Lewis - Green Bluff - High Bridge Hockinson - Home - Kelso - Kenmore - Keyport - Kirkland - Lacey - Lake Bosworth - Lake Stevens - Lakewood Lynden - Maple Valley - Martha Lake - Marysville - McKenna - Medical Lake - Millwood - Mukilteo - Napavine Okanogan - Pacific - Palouse - Parkland - Picnic Point - Port Hadlock-Irondale - Raymond - Redmond - River Road Rocky Point - Ruston - Sequim - Shelton - South Bend - Southworth - Tanner - Tracyton - Tukwila - Union Hill Novelty Hill - Vashon - Woodland - Whidbey Island Station  $\bigcirc$ 

## Washington's Main Street Resiliency During the COVID-19 Pandemic

Economic Impact of the COVID-19 Pandemic on Businesses

### **Consumer Spending Trends**

January 2019 through October 2021

While consumer spending in Washington's Main Street districts reflects similar trends as communities without designated Main Street programmatic efforts, businesses in Main Street districts outperformed comparable areas starting in May 2021 with higher spending levels in their districts.



----- Comparative Communities

Statewide Trends

The above figures are adjusted for inflation and represent consumer spending trends indexed to pre-pandemic conditions in October 2019. Source: MasterCard Retail Location Insights (2021)

June 30, 2021



Consumer spending at businesses in Main Street districts between January 2019 and October 2021.



Consumer spending at businesses in Main Street districts between January 2019 and October 2021.



The above three graphics depict consumer spending in Main Street districts between January 2019 and October 2021.

> Source: MasterCard Retail Location Insights (2021)

#### **Instantaneous Resiliency of Main Streets**

March 2020 Compared with March 2019

At the onset of the pandemic, in March 2020, spending at businesses in Main Street districts declined 7% compared with the prior year. Washington's Main Street districts fared slightly better than other areas of the state, with 0.8% less reduction than the overall state trend. While Main Street districts, comparable downtowns, and the state overall experienced a drop in consumer spending and revenue during March and April 2020, spending levels improved in May. Businesses in Main Street districts outperformed comparable areas without dedicated resources. This boost demonstrates the value the Main Street Community brought to their local businesses and greater community.

#### **Dynamic Resiliency of Main Streets**

October 2021 Compared with October 2019

As the COVID-19 pandemic stretched through 2020 and 2021, businesses in Washington's Main Street districts remained economically resilient with dedicated loyal customers and resource support provided by the Main Streets. In October 2021, consumer spending increased 18% compared with October 2019. This dynamic economic resiliency of Main Street districts was 4% higher than communities without Main Street programs (14.2%) and more than triple the overall state trend (5.4%).

These longer-term consumer spending trends highlight the importance of the local Main Street Community's work in generating broader resiliency for the local and small business community. The third quarter of 2021 ended with more substantial spending and revenue than before the pandemic began.

#### **Pre-Pandemic Consumer Spending Patterns**

Seasonal Spending in Washington Main Streets

Many of Washington's Main Street districts feature seasonal economies with an uptick in sales revenue during the spring and the highest collective sales during the summer months. This economic trend occurred before the pandemic and remained steadfast during 2020 and 2021, with Main Street districts experiencing their highest consumer spending volumes in July and August annually. The comparable communities without dedicated Main Street programming mirrored similar seasonal patterns; however, the average spending remained higher in general in the Main Street districts.

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## The COVID-19 pandemic impacted different types of Main Street districts in different ways.

Nationally, large cities with heavily concentrated populations of office workers and dense populations, such as Washington's Seattle-Tacoma-Bellevue Metropolitan Statistical Area, faced significant economic hardship during the pandemic. Businesses in urban areas experienced dramatic shifts in operations as their reliable customer base of office employees began working from home. With the increase in hybrid and remote work accelerated by the pandemic, cities continued to struggle with the critical mass of customers they once had.

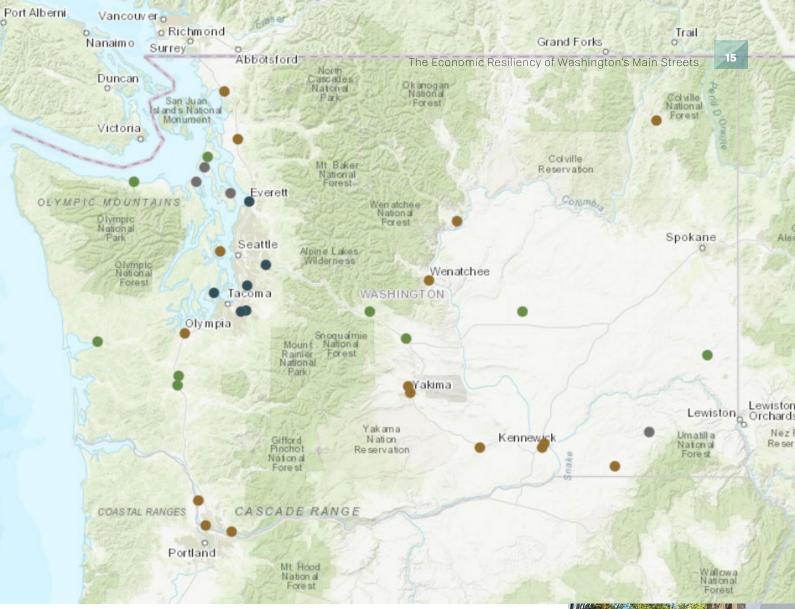
This national trend affected Washington's Main Street districts. On average, Main Street districts in Seattle's metropolitan area fared worse than Main Street districts in rural and smaller urban areas. On average, the Main Street districts in the Seattle-Tacoma-Bellevue Metropolitan Statistical Area recovered to nearly pre-pandemic levels by the fall of 2021. In contrast, the Main Streets in other parts of the state experienced, on average, a swell of retail spending, with consumer spending higher in the fall of 2021 than before the pandemic.

Contrary to the economic shifts in large cities, smaller towns with a more diversified economy and a robust mix of uses were generally more resilient during the pandemic. This trend is exemplified by Washington's Main Street districts in smaller metro areas and areas with populations between 10,000 and 50,000 residents (commonly referred to as micropolitan statistical areas by the US Census).

Unsurprisingly, Washington's tourism draw helped support many of the state's Main Street districts in their resiliency efforts. The pandemic disrupted travel and vacation for people both across the country and globally. With closed international borders, domestic tourism picked up after the initial onset of the pandemic, and the Pacific Northwest region attracted many of these domestic tourists. Similarly, Washingtonians flocked across the state to explore new places and communities, escaping the day-to-day realities of the pandemic.

#### Continued Pathway to Recovery

*In 2021, almost 70% of Washington's Main Street districts experienced more consumer spending than before the pandemic in 2019, signifying economic recovery.* As of October 2021, about 30% of Washington's Main Street districts remained actively working toward economic recovery from the pandemic, demonstrating the ongoing resiliency and tenacity of Main Streets efforts. Main Street Communities implement various initiatives to aid in local economic resilience such as technical assistance, financial resources to businesses, events and use of public space to attract customers, and resource sharing for small businesses.



## **Economic Resiliency by Geographic Considerations**

Main Street Districts Located In	2021 Compared with 2019 Average Consumer Spending
Seattle-Tacoma-Bellevue Metropolitan Area	-1%
• Other Metropolitan Statistical Areas	+15%
Micropolitan Statistical Areas*	+31%
Rural Areas	+10%

\*Micropolitan Statistical Areas defined as urban areas with populations between 10,000 and 50,000 residents. Note: Chart above shows change in average consumer spending between January and October 2019 compared with January through October 2021. Source: MasterCard Retail Location Insights (2021)

> Images (Opposite Page): Kent Downtown Partnership, Bainbridge Island Downtown Association Image (Right): Mount Vernon Downtown Association



## Local Customer Support in Main Streets During the Pandemic

Changes in the Share of Local Customer Spending in Main Street Districts

The COVID-19 pandemic altered Main Street market areas, drawing higher levels of local customer spending to their commercial districts. Before the pandemic, just over one in four customers on Main Streets were nearby residents, accounting for 27% of the sales and transactions at businesses in Washington's Main Street districts. This local customer share increased with the onset of the pandemic, surging in the spring months of 2020 as Washingtonians began working at home, schools closed, and stay-at-home orders were initiated. During this time, local customers accounted for half of the average spending and transactions in Main Streets, a 23% increase in the share of local customers, partly attributable to the decline in office workers and destination visitors to downtowns. In concert with similar actions in other neighborhoods and downtowns across the state and country, Main Street Communities launched community-centric marketing campaigns harnessing the resounding momentum for supporting small and local businesses during the economic uncertainty.

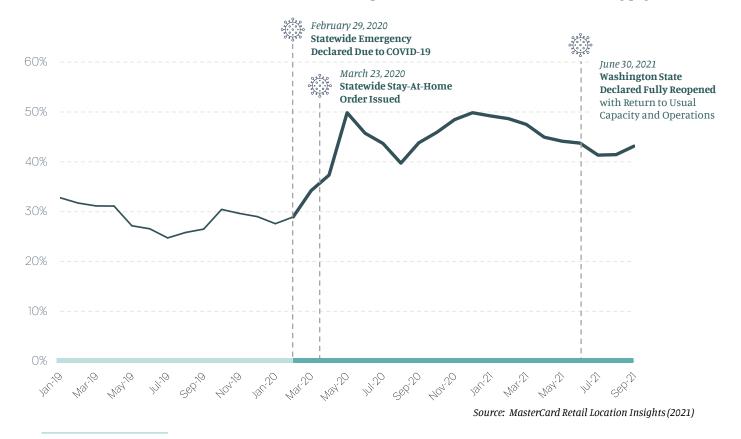
As the pandemic continued and lifestyles began to normalize, local customers in Main Street districts remained resilient in their support for their small and local businesses. In September 2021, local customers still comprised 43% of the total customer base for Main Streets, a 17% increase compared to pre-pandemic patterns. The following tables show comparisons of local customers' sales during the onset of the pandemic and when consumer spending peaked.

Instantaneous Change	Average Share of Local Customers in Main Street Districts	
Before the Pandemic in N	27%	
During the Onset of the I	Pandemic in May 2020	50%
	Increase in Local Customers' Share of Sales:	23%
Dynamic Change in Lc		
Before the Pandemic in S	26%	
During Peak Spending D	43%	
	17%	

Source: MasterCard Retail Location Insights (2021)

### How the Share of Local Customer Spending at Businesses in Main Street Districts Changed Throughout the Pandemic

Local residents became the customer heroes during the pandemic. They have stayed loyal to their small and local businesses through recovery, in part due to the efforts of Main Street Communities, which shared small business stories and resources, helped build new and creative business spaces, and promoted the value of the Main Street district far and wide. A few examples of these initiatives are on the following pages.



Post-Pandemic Opportunities and Considerations for Main Streets

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Retaining local customers' enthusiasm and support for their nearby businesses can be of value to commercial districts, downtowns, and the business community in the post-pandemic economy. Main Streets that keep nearby customers returning to local businesses as outside visitors return to downtowns are well-positioned for economic resiliency in the coming years.





## "Green Means Go" in Downtown Bellingham

In the initial months following the onset of the pandemic, businesses' frequent changing and disruption of business hours created confusion for customers across the country. Downtown Bellingham Partnership, in collaboration with Historic Fairhaven Association and the City of Bellingham, launched an innovative solution to help customers quickly understand whether businesses were open or closed while driving by and socially distancing. The Main Street distributed green cones that businesses placed in front of their doors during open hours to signify being open for business. These simple visual cues prompted customers to stop inside, grab curbside, and support local businesses.

## Dine-Out DWTN Kennewick and Alfresco Saturday

The Historic Downtown Partnership brought highly desired outdoor dining to its downtown streets through strategically programmed events to support local restaurants during the pandemic. The Main Street closed its streets during designated times to cars, offering needed and soughtafter outdoor dining space for residents and visitors to enjoy lunch and dinner.





## Love Letters to Langley

Inspired by the resiliency of its local business community, Langley Main Street Association launched a unique campaign centered around gestures of community support: Love Letters to Langley. The Main Street's initiative installed signs of encouragement and appreciation in business windows throughout its downtown. These hope-filled messages brought positivity and encouragement to its businesses and customers during challenging and unsettling times of the pandemic.



## Bricks and Clicks Grants for Local Stevenson Businesses

The Stevenson Downtown Association launched an innovative grant program for local businesses mirroring business needs sparked by the pandemic with the organization's well-executed historic preservation efforts. The Bricks and Clicks Grant blended tried-and-true historic preservation and building improvement efforts with modern-day e-commerce and website assistance. Funds distributed to Stevenson businesses ensured high-quality appearance and perceptions in both the physical and digital landscapes. Businesses leveraged available funds to improve exterior signage, awning and building façade improvements, and landscaping beautification as part of the "bricks" initiative. "Clicks" initiatives centered around supporting improved online point of sale systems, website hosting, and shopping cart software such as Shopify.



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## Connecting Businesses with Financial Resources

To help its local businesses survive the financial burdens brought by the pandemic, Mount Vernon Downtown Association stepped up to be a valuable and reliable conduit for connecting small businesses. The Main Street Community helped businesses navigate federal relief such as PPP loans and other state and local financial assistance, helping keep its businesses' doors open.



## Rebuilding Employment Bases During Heightened Tourism

Coupeville Historic Waterfront Association experienced a swell in tourism after the start of the pandemic as domestic tourism sparked and Seattle-based residents flocked to the charming waterfront town. However, the pandemic's labor shortage affected business operations as local establishments struggled to fill job vacancies. The Main Street offered support by hosting job fairs to encourage a new labor pool so businesses could capture this peaked customer spending. *(Image Credit: KUOW Photo/Joshua McNichols)* 

## **Restaurant Spending on Main Streets**

Economic Impact of the COVID-19 Pandemic on the Restaurant Industry

The COVID-19 pandemic particularly affected the food and beverage industry both across the state of Washington and nationally. Many restaurants, taverns, and bars faced closures at the pandemic onset, followed by reduced occupancy through social distancing regulations and norms. Restaurants in Washington's Main Street districts experienced an immediate decline in customer spending in March and April 2020, mirroring state trends with over a 40% reduction in restaurant spending in Main Street districts during these two months. However, following April 2020, restaurants in Main Street districts collectively experienced an uptick in sales, mirroring pre-pandemic seasonality patterns and outperforming Washington's restaurant spending trends. The resiliency of the Main Street restaurant scene resurged during the spring and summer of 2021, with restaurant spending in Main Street districts exceeding comparable downtowns starting in April 2021.

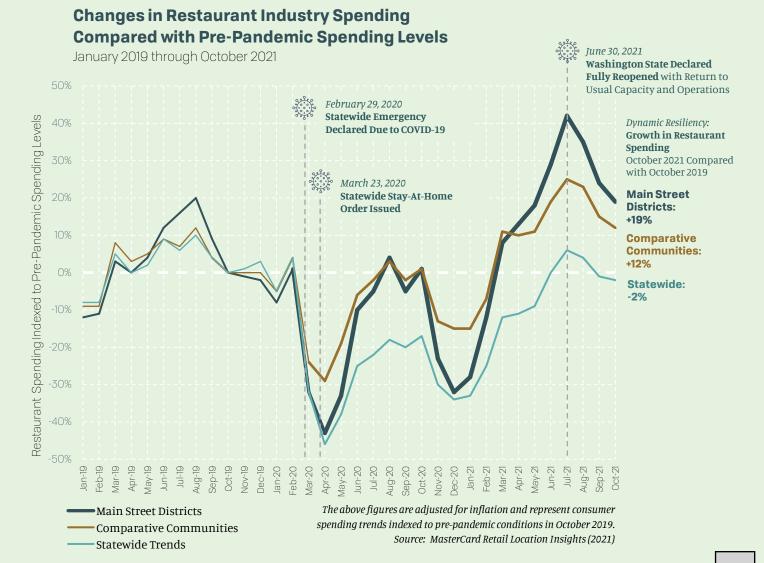




Image: Olympia Downtown Alliance

### Main Street Support Services for Restaurants Early in the Pandemic Set the Stage for Robust Long-Term Recovery

With the initial decline in restaurant spending when the pandemic started, Main Street Communities were quick to help support their restaurant industries and strategize for placemaking solutions that accommodated changing restaurant operations, social distancing protocols, and customer preferences.

Main Street districts' physical environment, density, and pedestrian-orientation of the historic downtowns led to increased difficulty with curbside pick-up and outdoor dining, two strategies deployed during the pandemic to help encourage patronage of restaurants, taverns, and bars while navigating social occupancy limitations and dining room closures. Comparatively, business districts in clusters of commercial activity in suburban and newer developed areas were designed around ease for cars, a consideration that led to easier retrofitted areas for curbside pick-up. Washington's Main Street Communities developed unique and innovative strategies based on the specific needs of their communities. Programs implemented solutions to ease curbside restaurant pick-up, expand outdoor dining offerings through communal spaces along sidewalks and pop-up seating in the streets of downtowns, distribute PPE and navigate health protocols, and connect businesses with PPP and other financial support services that helped keep businesses open.

With the support of nonprofit organizations and robust relationships with their local businesses and municipal agencies, Main Street Communities launched experiences and events for restaurant customers that encouraged dining at their small and local restaurants. These strategies are one of many contributing factors and reasons why restaurants in Main Street districts became more resilient than those in comparative communities.

#### Post-Pandemic Opportunities and Considerations for Main Streets

The COVID-19 pandemic amplified customer preferences for outdoor dining options, a trend anticipated in the industry to continue post-pandemic. In a national survey of restaurant goers conducted by Open Table in early 2022, 82% of people voiced that they want to see continued outdoor seating options.

Manning, Jay. "What Diners Want: How Dining is Changing in 2022." Open Table. February 2022.

# During the pandemic in 2020, Washington's Main Street Communities supported ...



## 1,118 Small Businesses with Direct Technical Assistance

Washington's Main Street Communities supported local and small businesses with guidance and technical operational support throughout the pandemic, such as helping businesses transition operations to online and e-commerce platforms, navigate processes for curbside pick-up, and market to a changing customer base.



## 708 Small Businesses with Direct Financial Resources

Through grants and loan programs, Main Street Communities brought direct financial resources to many businesses throughout the state of Washington, alleviating financial burdens during the economic shifts and shutdowns attributable to the pandemic.



## **3,610** Small Businesses with Information and Education

Washington's Main Street Communities connected their local businesses with critical health, safety, and operational information, helping businesses navigate changing regulations, decision-making hurdles, and operational challenges through the pandemic.



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## 342,672 Square Feet of Public Space Activated for

### Commercial Uses

Main Streets worked closely with their municipalities and business communities to support social distancing during the pandemic. Main Streets converted streets and alleys into outdoor public spaces, transformed parking spaces into pop-up sidewalk cafes, and increased the amount of outdoor area for businesses in the public realm.

Source: Annually Reported Data to WSMSP by individual Main Street Communities (2020) Images: Downtown Yakima, Ellensburg Downtown Association, Downtown Walla Walla Foundation, Kent Downtown Partnership

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Main Street Communities connected local businesses with critical financial resources during the pandemic.

At the onset of the pandemic in 2020, Washington's Main Street Communities were quick to connect their small and local businesses with various funding opportunities to ensure businesses had the capital necessary to continue operations.

71%

Served on Planning or

Selection Committee at

**County or City Level** 

As local leaders in their

communities, over two-thirds of

Main Streets worked

collaboratively with their

*municipality to connect* 

businesses with grants and loans.



100%

Provided Support and Guidance to Connect Small Businesses with Financial Resources

All of Washington's Main Street Communities connected local businesses with resources and support for grants and loans.



71%

Assisted Businesses with Grant and Loan Application Processes

With Main Street leadership helping businesses through the application process for financial resources, businesses were able to more efficiently and correctly apply for grants and loans.



38%

#### Directly Administered Funding to Businesses on Main Street

Main Street Communities provided grants and loans directly to businesses in their Main Street district.



**47**%

#### Provided Other Support Connecting Businesses with Financial Resources

Nearly half of Washington's Main Street Communities found other ways of helping to financially support their businesses in addition to connecting businesses with grants and loans.

Source: Annually reported aata to WSMSP by individual Main Street Communities (2020)

# WSMSP and its Main Street Communities enhanced the economic recovery, stability, and resiliency of its downtown business districts, and in part, Washington State overall, during the COVID-19 pandemic.

100%

**Promoted Grant and Loan** 

**Opportunities to Small** 

**Businesses in the Main** 

**Street District** 

Reducing necessary time for

businesses to research and find

financial support, Main Street

Communities brought

opportunities directly to the

businesses in their district.

The Main Street model is a successful approach to economic development with its track record of positive economic and community impacts. The same elements that make it successful during good times make it even more valuable and essential in challenging times such as the COVID-19 pandemic. Washington's Main Street Communities demonstrated their unique abilities to communicate and address the needs of Washington's downtowns quickly and, in turn, directed outside resources into vital funding and programmatic support to businesses most in need. This economic resiliency study surfaced Main Street Communities' loyal customer base and strong identity and the value of the organizations' local knowledge, stakeholder trust, and understanding of local business conditions to recover from the pandemic's turbulent economic times for a resilient future.

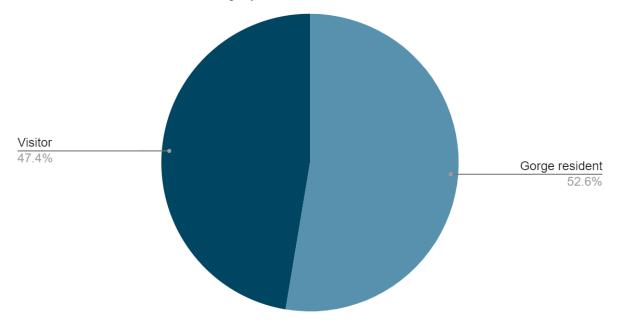


JS&A

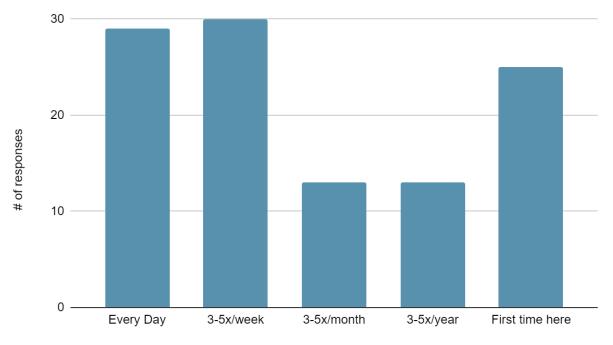
## SDA Branding Survey - Chart Results Farmers Market Season 2021

(110 surveys conducted, in person, on paper)

Do you live in the Gorge area or are you a visitor? (data from 38 out of the 110 surveys)



How often do you come to downtown Stevenson?



### ASSUMPTIONS & ESTIMATES of our SURVEY RESPONDENTS

## Estimated number of visits by Gorge residents vs visitors based on the previous two charts:

Assuming that Gorge residents were the ones to choose:

- Every day
- 3-5x/week

Let's also assume, visitors were the ones to choose:

- 3-5x/year
- First time here

Therefore, the remaining choice could be estimated by breaking out the percentages of the sample size (47% visitor / 53% Gorge resident):

• 3-5x/month = 13 people (6 visitor / 7 resident)

That means the following filled out the survey (estimated):

	Every Day		3-5x/week		3-5x/month	TOTAL
Assumed residents	2	29	30	0	7	66 residents
	3-5x/month		3-5x/year		First time here	
Assumed visitors		6	13	3	25	44 visitors

Thus, with our survey sample size, *#* of Gorge resident visits could be estimated at a range of 15,517-18,805 visits in a year:

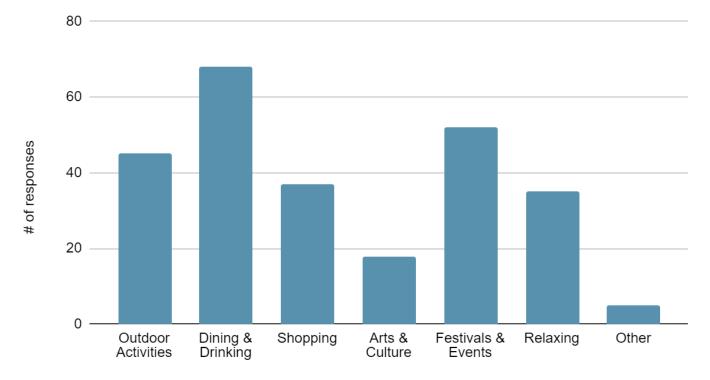
	GORGE RESIDENTS:					
	Every Day	3-5x/	week	3-5x/month		
Assumed # residents visiting	29	3	0	7		66
# of days per year	365	156	260	36	60	
Visits	10585	4680	7800	252	420	
Low range estimate # of visits per year:	10585	4680		252		15,517
High range estimate # of visits per year:	10585		7800		420	18,805

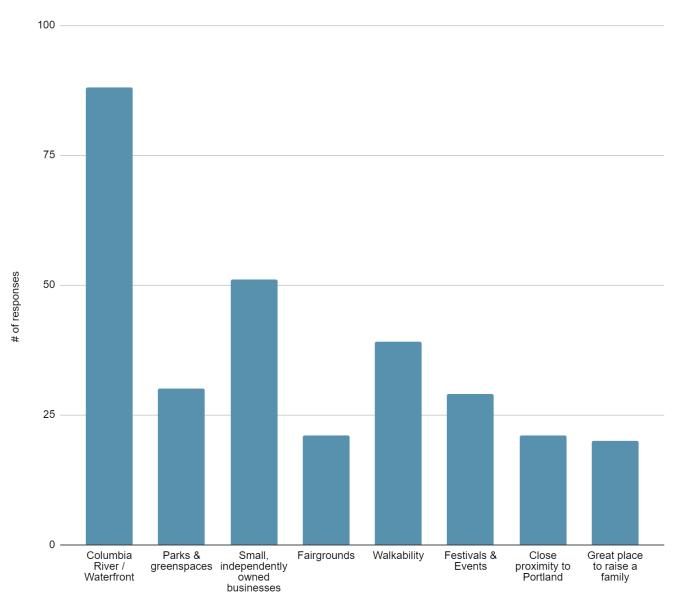
And, with our survey sample size, # of external visits could be estimated at a range of 280-450 visits in a year:

	VISITORS					
	3-5x/m	nonth	3-5x/	year	First time	
Assumed # external visitors	6		1:	3	25	44
# days per year	36 60		3	5	1	
Visits	216	360	39	65	25	
Low range estimate # of visits per year	216		39		25	280
High range estimate # of visits per year		360		65	25	450

### SURVEY RESULTS CONTINUED

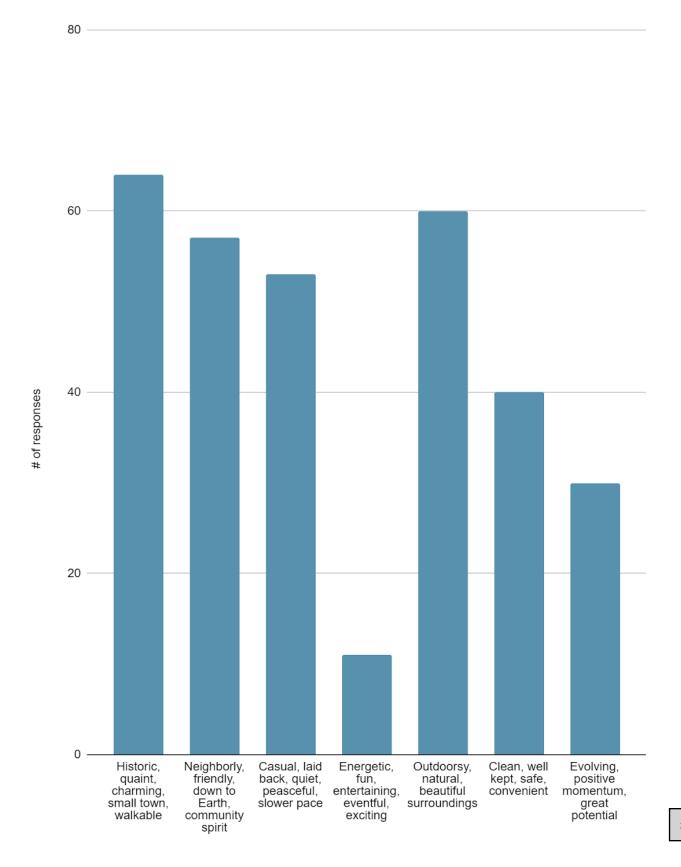
# What describes your favorite downtown Stevenson experiences? (select all that apply)

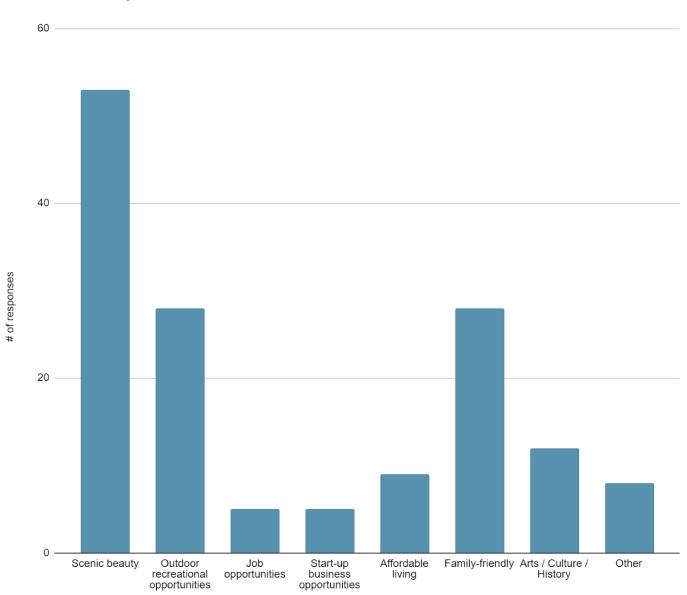




What are the greatest assets of downtown Stevenson? (select multiple if needed)

Describing the 'personality' of downtown Stevenson, what positive words come to mind? (select all that apply)





## What attracted you to Stevenson?

#### INTERLOCAL AGREEMENT BETWEEN SKAMANIA COUNTY AND THE CITY OF STEVENSON FOR PROMOTION AND OPERATION OF EVENTS IN STEVENSON TO ATTRACT TOURISTS - 2025

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of January, 2025 between Skamania County, a municipal corporation, hereinafter referred to as "**COUNTY**", and the City Stevenson, a municipal corporation, hereinafter referred to as the "**CITY**" for purposes hereinafter mentioned:

**WHEREAS**, the City is the recipient of Hotel/Motel Funds for the promotion of travel and tourism and the marketing and operation of special events and festivals and related tourist activities in Stevenson,

**WHEREAS**, the City wishes to increase publicity about the City to attract visitors to the local region, to increase overnight stays at our local hotels, inns and lodges and to encourage tourism expansion,

WHEREAS, the City and the County and its Department of Community Events and Recreation mutually agree that the County can provide promotional information and operation of **events described in Exhibit "A"** that will increase tourism; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City and the County through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

- 1. <u>Performance</u>: The County shall design and conduct promotion for tourist events/festivals as described on Exhibit A, and operate said events,
- 2. <u>Completion</u>: All work shall be completed by December 31, 2025. To meet reporting requirements set by Substitute Senate Bill 5647 the contractor, the County, must submit to the City a completed copy of the Lodging Tax Report for each of the events described in Exhibit A. Final payment on the contract will be withheld until receipt of report.
- 3. <u>Term</u>: The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
- 4. Payment.
  - a. The City will reimburse the County up to \$50,000 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 12, 2026. INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.
  - c. The Tourism Funding Expenditure Report required by section 2 above shall be submitted before final payment under this contract is made.

- 5. <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.
- 6. <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.
- 7. <u>Financial Records</u>: The County shall maintain financial records of all transactions related to this agreement for six (6) 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.
- 8. <u>Status of Community Events and Recreation Department</u>: It is hereby understood, agreed and declared that the County 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.
- 9. <u>Insurance and Liability</u>. The County agrees to indemnify and hold harmless the City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by the 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.

The County further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims made against the City by Skamania County employees, agents, contractors, subcontractors or other representatives.

- 10. <u>Assignment</u>: This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 11. <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 agreement, written or oral, not incorporated herein.
- 12. <u>Equal Opportunity and compliance With Laws</u>: The County shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Community Events and Recreation Department shall

comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

- 13. <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 Skamania County shall be the venue for any litigation brought in relation to this agreement.
- 14. <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 herby promises to pay all cost and expenses so incurred by the non-defaulting party, including without limitation, reasonable attorney costs and fees and 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.
- 15. <u>Certification of Authority</u>: The parties hereby certify that the person executing this agreement on behalf of City and County, have legal authority to enter into this agreement on behalf of City and County, and are able to bind City and County, in a valid agreement on the terms herein.

#### 16. Interlocal Agreement Representations

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

- a. Duration. This AGREEMENT shall terminate on December 31, 2025 or sooner as provided in paragraph 6.0 above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for event promotion and operation.
- d. Manner of Financing. The City intends to finance this agreement in cash as part of its Tourism Promotion Fund budget.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 6.0 above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

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

#### **CITY OF STEVENSON**

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

Chairman

Commissioner

City of Stevenson, Mayor

ATTEST:

Anders Sorestad, Clerk

Commissioner

Clerk of the Board

APPROVED AS TO FORM: City Attorney APPROVED AS TO FORM: Prosecuting Attorney

#### **EXHIBIT A** Tourism Promotional and Event Operation Services

Skamania County Fair& Bluegrass Festival	\$ 20,,000
Columbia Gorge Blues and Brews	\$ 17,000
Fourth of July	<u>\$ 13,000</u>
Fairgrounds Operations	\$20,000
Total Award:	<u>\$ 27,800</u>

- 1. Movement of funds between programs of up to 10% of the total contract amount is allowed.
- 2. Community Events and Recreation shall plan and operate the above events as described on the respective Tourism Funding Application Forms submitted by Community Events and Recreation for these events, incorporated herein by reference.



### City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Skamania County Community Events and Rec	reation 91-6001363
Organization/Agency	Federal Tax ID Number
Alex Hays	
Contact Name	
PO Box 369, Stevenson, WA 98648	
Mailing Address	
509-427-3980	hays@co.skamania.wa.us
Phone	Email
Skamania County Fair and Timber Carnival/ C	olumbia Gorge Bluegrass Festival
Name of Proposed Event/Activity/Facility	
Tourism Promotion Activities	

- □ Tourism-Related Facility
- Events/Festivals

Amount Requested: \$20,000

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

These two events draw campers not only to the fairgrounds, but fill other local campgrounds and add additional room nights to hotels and lodges in the area. Bringing music, carnivals, games and animals to our fairgrounds benifits the community as a whole adding revenue to other local businesses as well.

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.

See Attached

3. Iden	ntify your top 5 sources of Revenue:		
	1.Columbia Gorge Bluegrass Camping	\$32,000	
	2. Fair Camping	\$23,000	
	3. Carnival Proceeds	\$ 19,000	
	4.Vendor Fees (Fair)	\$ 14,000	
	5.Vendor Fees (Bluegrass)	\$ 7,000	

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. See Attached

Describe your plans for advertising and promoting your proposed activity or facility.
 We are trying to break away from newspapers and magazines as they are not as effective and are expensive.
 Last year we used Koin 6 to create a short commercial and it was highly successful. We would like to do the same as well as utilizing our social media outlets. We will still use local newspapers (Stevenson, Camas, White Salmon)

6. Explain how your activity or facility will result in increased tourism and overnight stays. Both events guarantee overnight stays. Just at the fairgrounds we have between 200 (fair) and 300 (bluegrass) campers. Local campgrounds and hotels are used as well. We know if two other campgrounds that fill during our events.

- 7. List the number of tourists expected to attend your activity or facility in each of these categories:
  - 1. <u>2500</u> Staying overnight in paid accommodations.
  - 2. <u>200</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  - 3.  $\frac{400}{\text{residence or business.}}$  Staying for the day only and traveling 50 miles or more from their place of
  - 4. <u>0</u> Attend but are not included in any one of the categories above.
  - 5.  $\frac{700}{\text{from another state or country.}}$  Estimated number of participants in any of the above categories that attend
- 8. 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.

With every event that we produce we work with the Chamber of Commerce. We share their events on our social media and they do the same with ours. We also work with local business like A&J who puts our events on their readerboard. Skamania Lodge passes out fliers that we bring to their front desk and the Pioneer partners with us with fair and bluegrass.

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

See Attached

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? Many of those who support our events are the local businesses. As part of our cooperation with them we hang banners, signs, and post their information on our Facebook page. At the end of the year we put a thank you ad in the paper.

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

Alex Hays10/14/24SignaturePrinted NameDate

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.

Supplemental Questions:

2. It is our goal to get the word out to the public in as many ways as possible. We have found success with using Koin 6, putting our events on the radio waves and sometimes a commercial on TV. We have noticed an influx of folks visiting from Vancouver or Portland, which makes our events better. We use newspapers and produce signage so that cars passing by will see what we have going on. For bluegrass we have a representative go to other shows and market for us and for our fair, we go to the Washington State Fair Convention to promote our fair as well.

4. It is always our goal to be self funded, but at this time we are not there. Costs are increasing and our town cannot support a bigger fair than we already have. Being a free gate fair lends to it's draw, but in the future, such decisions will have to be made.

9. We are a tourism related facility and a portion of the ask is to help support our operations. Labor, water and power are increasing, and the support of lodging tax will need to be there to help make these events work.

#### City of Stevenson Lodging Tax Committee

Thank you for your consideration for our application for Lodging Tax through the City of Stevenson. I am writing to you to help you understand the unique nature of our fairgrounds and its direct correlation with the lodging tax that the City of Stevenson receives. Over the course of a year, Community Events and Recreation either participates, partners, or runs events that bring people into our community. These people not only camp in our grounds, earning lodging tax for future years, but they spend money in our stores, restaurants, and shops.

Although there are specific events that we are looking to be funded by lodging tax, we are seeking support for the operation of our grounds, which is considered tourism related. Without Community Events and Recreation, events like the Skamania County Fair, Columbia Gorge Bluegrass Festival, Gorge Blues and Brews, Outrigger Races, Fire Fest, Downwind Champs, Columbia Gorge Poultry Exhibitors, Gorgeous Ink, Gorge Games (horse show), 4<sup>th</sup> of July and others similar would not be possible. Many of these events are awarded lodging tax, either through the city or the county. Also, many of these events have camping that directly pays into the city's lodging tax. These events also do not include the numerous weddings, few family reunions, and pass through campers we receive.

In RCW 67.28.1816 under Lodging Tax – Tourism Promotion is reads:

(1) Lodging tax revenues under this chapter may be used, directly by any municipality.
 (c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality

Costs for upkeep of our facilities and staff to support the setup, operation and cleanup of the Skamania County Fairgrounds is increasing. With the increase of power and water, our costs in just this category have risen from \$26,500 in 2019 to an estimate of \$50,654 in 2025, nearly doubling. We have increased pricing for our rentals, festivals and other general costs, but with the Secure Rural Schools Act looming over the county, and the current \$600K deficit the county is assessing, the future of our department and all that it contributes to the tourism of our county might not be available or restructured.

We are asking the following to be considered:

\$17,000 for the Blues and Brews \$12,000 for bands, sound \$5,000 for supplies and operations

\$13,000 for the 4<sup>th</sup> of July \$1,000 for a band \$12,000 for fireworks \$20,000 Bluegrass and Fair: \*(see note below)

\$10,000 for marketing in Portland /Vancouver and other markets outside of our county \$5,000 for operation of Bluegrass \$5,000 for operation of Fair

\$20,000 Operations of the Skamania County Fairgrounds for other events that bring in tourism into the county.

\*The ask related to the operations and marketing of the Skamania County Fair and Timber Carnival and the Bluegrass Festival is separate from the ask from the Fair Board. Our two organizations work hand in hand with each other but fulfill different aspects of our operation. Our goals are the same, to create the best events we can. The focus for the Fair Board is on the animals, 4H, entertainment, exhibits, and shows during fair, while we focus on the food, rides, camping, parking and cleaning. During bluegrass, the Fair Board pays for the bands, sound, lodging and they specifically ask to recoup some of those costs, while the county focuses on the outward marketing of the event, camping, and the setup, operations, and cleanup of the event. Their ask for marketing dollars is different than what we use ours for which would go to social media and signage to capture and different market than we do.

Again, I appreciate you time reviewing and considering the impacts that the Lodging Tax could provide. We are seeking support from our county lodging tax as well. If you have any questions, please reach out.

Alex Hays Program Manager Community Events and Recreation 509-427-3978 hays@co.skamania.wa.us



# City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Skamania County Community Events and R	ecreation	91-6001363
Organization/Agency		Federal Tax ID Number
Alex Hays		
Contact Name		
PO Box 369, Stevenson, WA 98648		
Mailing Address		
509-427-3980	hays@co.skamania.wa.us	
Phone	Email	
4th of July		
Name of Proposed Event/Activity/Facilit	ty	
Tourism Promotion Activities		

Tourism-Related Facility

Events/Festivals

Amount Requested: \$13,000

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility:

For many years the Chamber of Commerce partnered with Skamania County to hold a 4th of July event. In 2020 they announced that they are no longer hosting the event and have given it to the county to run. This event includes a band and the fireworks display. Last year the price for the firework went up significantly. We have increased our ask to cover these costs.

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.

Although this event draws many local people, we still have many people who stay at our lodges, hotels and campgrounds during our 4th of July festivities. The cost of shipping has increased the price for fireworks.

3. Ident	ify your top 5 sources of Revenue:	 
	1.N/A	\$
	2.	\$
	3.	\$ 
	4.	\$
	5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. This is a free event that we don't have plans on making a revenue source. the 4th is a way for our community to celebrate our independence.

5. Describe your plans for advertising and promoting your proposed activity or facility. We will work with the Chamber of Commerce to ensure that we use some of the same marketing tools they have used in the past.

6. Explain how your activity or facility will result in increased tourism and overnight stays. People come into the gorge to watch our small town fireworks. It is promoted by local hotels, lodges and campgrounds and folks stay there as families to watch our fireworks.

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

- 1. <u>200</u> Staying overnight in paid accommodations.
- 2. <u>20</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
- 3. 50 Staying for the day only and traveling 50 miles or more from their place of residence or business.
- 4. <u>50</u> Attend but are not included in any one of the categories above.
- 5.  $\frac{45}{\text{from another state or country.}}$  Estimated number of participants in any of the above categories that attend
- 8. 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.

For this event, the Chamber will work with us to make sure that the event is successful and that we follow the plan they have used for the last several years.

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

n/a

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?
One idea that we have for the 4th is to bring in the local food trucks. We also work with several businesses with our other
events, with we will include with this one.

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

Alex Hays 10/13/24 Signature Printed Name 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.



# City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Skamania County Community Events and Rev	creation 91-6001363
Organization/Agency	Federal Tax ID Number
Alex Hays	
Contact Name	
PO Box 369, Stevenson, WA 98648	
Mailing Address	
509-427-3980	hays@co.skamania.wa.us
Phone	Email
Gorge Blues and Brews	
Name of Proposed Event/Activity/Facility	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism Polated Facility</li> </ul>	

Tourism-Related Facility
 Events/Festivals

Amount Requested: \$17,000

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility: See Attached

 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.

See Attached

3. Identify your top 5 sources of Revenue:

\$ 14,000	
\$ Unknow	
\$	
\$	
\$	
-	

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. See Attached

5. Describe your plans for advertising and promoting your proposed activity or facility. See Attached

6. Explain how your activity or facility will result in increased tourism and overnight stays. See Attached

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

1. \_\_\_\_\_Staying overnight in paid accommodations.

- 2. Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
- 3. <u>Staying for the day only and traveling 50 miles or more from their place of residence or business.</u>
- 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
- 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 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.
   See Attached

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

See Attached

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? See Attached

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

	Alex Hays	10/14/24
Signature	Printed Name	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.

# 1. Describe your Tourism-Related Activities, Event or Facility:

Community Events and Recreation is taking over the Columbia Gorge Blues and Brews in 2025 from the Chamber of Commerce. The event is a staple in the community and draws a large crowd of people from outside our county.

# 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.

Although at this point the festival has a large following, we plan on reaching out to our partners to draw in folks from the east and west of our area. We have been successful with Koin 6 and plan on using some marketing to push the event in the local area as well. We will utilize the Chamber of Commerce to help boost our reach. The event will be June 20-21<sup>st</sup> 2025. As this is our first year, and the event was run by another group the year before, we really don't have much data to go on.

# 3. Identify your top 5 sources of Revenue:

- 1. Camping \$14,000
- 2. Admission \$Unsure. Based on conversations with the Chamber, with L-Tax it covers cost.
- 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. It is always a goal, but we rely on L-Tax to make our festivals sustainable and better.
- **5. Describe your plans for advertising and promoting your proposed activity or facility.** TV, Radio and some newspapers. Nearly all focused in the cities east and west of us.
- 6. Explain how your activity or facility will result in increased tourism and overnight stays. The Skamania County Fairgrounds are full during the event. All folks who camp are outside out county.

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

1. <u>800</u> Staying overnight in paid accommodations.

2. <u>200</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.

- 3. <u>100</u> Staying for the day only and traveling 50 miles or more from their place of residence or business.
- 4. <u>0</u> Attend but are not included in any one of the categories above.
- 5. <u>500</u> Estimated number of participants in any of the above categories that attend from another state or country.

# 8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business

In 2024 we worked with the Chamber to help produce the event and see how it was run. This year, we will use them for promotion and support with questions related to the event.

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

N/A

# 10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

We send businesses a list of all the activities that we do, so they can prepare for the events with staff. We also look for sponsors, who are then promoted via banners on the grounds.



# City of Stevenson TOURISM FUNDING APPLICATION FORM

#### **Organization/Agency Information**

Skamania County Community Events and Re	ecreation	91-6001363
Organization/Agency		Federal Tax ID Number
Alex Hays		
Contact Name		
PO Box 369, Stevenson, WA 98648		
Mailing Address		
509-427-3980	hays@co.skamania.wa.u	S
Phone	Email	
Fairgrounds Operations		
Name of Proposed Event/Activity/Facility	у	
<ul> <li>Tourism Promotion Activities</li> <li>Tourism-Related Facility</li> <li>Events/Festivals</li> </ul>		
Amount Requested: \$20,000		

#### **Supplemental Questions**

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 Tourism-Related Activities, Event or Facility: See Attached

 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.
 See Attached

3.	Identify your top 5 sources of Revenue:	
	1.See Attached Budget	\$
	2.	\$
	3.	\$
	4.	\$
	5.	\$

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date. See Attached

5. Describe your plans for advertising and promoting your proposed activity or facility. See Attached

6. Explain how your activity or facility will result in increased tourism and overnight stays. See Attached

- 7. List the number of tourists expected to attend your activity or facility in each of these categories:
  - 1. \_\_\_\_\_Staying overnight in paid accommodations.
  - 2. <u>Staying overnight in unpaid accommodations (with friends or family) and</u> traveling 50 miles or more from their place of residence or business.
  - 3. <u>Staying for the day only and traveling 50 miles or more from their place of residence or business.</u>
  - 4. \_\_\_\_\_Attend but are not included in any one of the categories above.
  - 5. Estimated number of participants in any of the above categories that attend from another state or country.
- 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.
   See Attached

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

See Attached

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging? See Attached

- 11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.
- 12. Sign and date your proposal.

Signature

Alex Hays Printed Name 10/14/24 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.

# 1. Describe your Tourism-Related Activities, Event or Facility:

Community Events and Recreation and the Skamania County Fairgrounds is a tourism based organization and without the space and the staff, many events would not be held in the county. We are seeking funds to help sustain the operations of the staff and the fairgrounds.

# 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.

This is not one specific event, but the combination of events, rentals, and weddings. Tourism takes place almost all year round and our facilities are central to its success.

# 3. Identify your top 5 sources of Revenue:

See attached budget.

#### 4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

With rising costs which include utilities, labor it is a challenge to become self funded without sources such as lodging tax. It is our goal to continue to bring new user groups and festivals to bolster our bottom line.

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

TV, Radio and some newspapers.

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

Almost every festival, wedding and camper results in .09 lodging tax generated for the City of Stevenson..

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

1. <u>10,000</u> Staying overnight in paid accommodations.

2. <u>4,000</u> Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.

3. 2000 Staying for the day only and traveling 50 miles or more from their place of residence or business.

4. <u>0</u> Attend but are not included in any one of the categories above.

5. <u>6,000</u> Estimated number of participants in any of the above categories that attend from another state or country.

# 8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business

The Chamber is one of our partners with all of our events. We used them for marketing and other operational needs.

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

N/A

**10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?** We send businesses a list of all the activities that we do, so they can prepare for the events with staff. We also look for sponsors, who are then promoted via banners on the grounds.

# MINUTES CITY OF STEVENSON COUNCIL MEETING December 19, 2024 6:00 PM, City Hall and Remote

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

**Mayor Anderson** called the meeting to order at 6:00 p.m., led the group in reciting the pledge of allegiance and conducted roll call.

#### Attending:

#### **Elected Officials:**

Mayor Scott Anderson; Councilmembers Dave Cox, Pat Rice, Chuck Oldfield, Lucy Lauser, Michael Johnson.

#### **City Staff:**

Ben Shumaker, Community Development Director/Interim City Administrator; Carolyn Sourek, Public Works Director; Anders Sorestad, City Clerk/Treasurer, Robert Muth, City Attorney.

#### **Guests:**

Barbara Ayers, Skamania County Department of Emergency Management; Skamania County Undersheriff Tracy Wyckoff.

#### **Public attendees:**

Sam Kniesteadt, Sarah Fuller, and others unidentified.

#### **2. PUBLIC COMMENTS:**

- a) Written comment received from Mitch Patton on 12/06/2024
  - > Sam Kniesteadt complimented the City on new sidewalk on First Street.
  - > Sarah Fuller questioned how elected officials could best represent citizens.

#### 3. CHANGES TO THE AGENDA: None

4. CONSENT AGENDA: The following items were presented for Council approval.

\*Item c) was removed for further discussion at the request of Councilmember Cox \*Item d) was removed for further discussion at the request of Councilmember Rice

 a) Transportation Improvement Board Grant - Public Works Director Carolyn Sourek presented for ratification a grant contract with the Transportation Improvement Board involving \$128,398 for the resurfacing of Seymour and Railroad streets.

- b) Skamania County Fire Marshal Services Interim Administrator Ben Shumaker presented the request from Skamania County regarding an amendment to the interlocal agreement. The amendment authorizes the County to collect fees for fire inspection services performed in the city.
- \*c) 3-Party Interlocal Agreement, Probation Services Interim Administrator Ben Shumaker presented the request from Skamania County to the cities of North Bonneville and Stevenson related to probation services. The agreement commits the City of Stevenson to pay \$1000/month in 2025.
- \*d) 2025 Salary Schedule **Interim City Administrator Shumaker** presented a resolution to adopt the salary schedule for 2025 for council review and consideration. The schedule includes a Cost of Living Adjustment of 2.6% and adjusts the City Administrator steps to increase the maximum salary range. These updates are included in the 2025 adopted budget.
- e) Water Adjustment The water customer at meter no.704425 requested a billing adjustment of \$922.65 for a water leak which they have since repaired. The repair and adjustment request occurred 45 days after notification (Council policy requires the repair within 30-Days). The customer was immediately in contact with the City and diligent in finding and repairing the leak. The Council is asked to make an exception to the policy and grant the request.
- f) Minutes of November 21 City Council and December 10, 2024 meetings.

**MOTION** to approve consent agenda items a, b, e and f (minus c and d) was made by **Councilmember Johnson**, seconded by **Councilmember Cox.** 

# Voting aye: Councilmembers Johnson, Lauser, Rice, Cox, Oldfield

\*c) 3-Party Interlocal Agreement, Probation Services - Interim Administrator Ben Shumaker presented the request from Skamania County to the cities of North Bonneville and Stevenson related to probation services. The agreement commits the City of Stevenson to pay \$1000/month in 2025.

Following a discussion on data sources used to determine the costs, the Council unanimously agreed to table the agreement until January 2025.

\*d) 2025 Salary Schedule - **Interim City Administrator Shumaker** presented a resolution to adopt the salary schedule for 2025 for council review and consideration. The schedule includes a Cost of Living Adjustment of 2.6% and adjusts the City Administrator steps to increase the maximum salary range. These updates are included in the 2025 adopted budget.

**MOTION** to approve the 2.6% cost of living increase for all city employees, excepting those employees whose base, non overtime salary was more than \$100,000 in 2024; and prior to approving a cost of living increase for this later group of employees, we do a salary study of what other municipalities in the Columbia River gorge pay their employees was made by **Councilmember Rice** and died due to lack of a second.

**MOTION** to pass the resolution adopting the salary schedule for 2025 as presented was made by **Councilmember Lauser**, seconded by **Councilmember Johnson**. The

schedule included a Cost of Living Adjustment of 2.6% and adjusted the City Administrator steps to increase the maximum salary range

#### Voting aye: **Councilmembers Johnson, Lauser, Oldfield**. Voting nay: **Councilmembers Rice, Cox.**

# **5. SHERIFF'S OFFICE REPORT:**

a) Sheriff's Report - Undersheriff Wyckoff presented the Skamania County Sheriff's report for activity within Stevenson city limits for November 2024.

#### 6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) Department of Emergency Management - Emergency Manager Barbara Ayers shared information and materials on department activities that help residents prepare for emergency situations such as fires, earthquakes, floods and power outages.

- 7. PUBLIC HEARINGS: None were held.
- 8. SITUATION UPDATES: None provided.
- 9. UNFINISHED BUSINESS: None presented

#### **10. COUNCIL BUSINESS:**

a) Proposed 2024 Budget Amendments-First Reading - Interim City Administrator Shumaker presented and explained proposed changes to the 2024 budget. Two options were offered.

Option 1 includes a \$10,000 transfer to the Street Fund from the General Fund and a \$100,000 transfer to the Fire Reserve Fund from the General

Option 2 would only transfer \$10,000 to the Street Fund.

**MOTION** to approve the ordinance with Option 1 (Transfers to Street Fund and Fire Reserves) amending the 2024 budget as presented was made by **Councilmember Johnson**, seconded by **Councilmember Oldfield**.

After further discussion Voting aye: Councilmembers Johnson and Oldfield Voting nay: Councilmembers Lauser, Rice and Cox

Mayor Anderson called for a motion regarding the ordinance with Option 2.

**MOTION** to approve the proposed ordinance amending the 2024 budget with Option 2 only was made by **Councilmember Lauser**, seconded by **Councilmember Cox**.

Voting aye: Councilmembers Johnson, Lauser, Oldfield, Rice, Cox.

# **11. INFORMATION ITEMS:**

- a) Contracts Awarded Administratively The report on contracts, purchases, and change orders over \$10,000 approved administratively over the past month was attached. A contract for improvements to the WWTP with Martin's Mobile Welding for \$23,155.50 was awarded.
- b) Chamber of Commerce Report The report presented described some of the activities conducted by Skamania County Chamber of Commerce in the prior month
- c) Financial Report The Treasurer's Report and year-to-date revenues and expenses through the prior month were presented for council review.
- d) Housing Programs Report The report for the prior month on housing services provided by Washington Gorge Action Programs in Skamania County was enclosed for council information.
- e) Planning Commission Minutes Minutes were attached from the Planning Commission meeting for November 2024.
- f) \*Public Records Officer Update Since the last Council meeting, there have been two new Public Records Requests, both of which were able to be completed within the 5 day statutory period. Staff is also working to provide installments for two additional requests at this time. A list of all Public Records Requests and the records provided for them can be found online at the City's Public Record Portal.

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

#### a) Ben Shumaker, Community Development Director

- i. Planning is working on the cloud module for online submission of plans and proposals. Individuals can apply, submit, and review progress online. Building permit module has been successful.
- ii. An upcoming zoning change request will go to Planning Commission, then to City Council.
- iii. It's a slow time for building permits and other applications
- iv. The city is partnering with Skamania County on critical areas ordinance updates. An RFQ for consultants is set to go out by early January.

# b) Carolyn Sourek, Public Works Director

- i. She met with an engineer to review the city's long-term water supply project. Well capacity and future demand all need to be considered.
- ii. Projects with the Waste Water Treatment Plant are advancing. The work is substantially complete; with all pump stations on line.
- iii. Keeping the streets debris free in advance of plowing snow.
- iv. Equipment maintenance is taking place during the slower winter months.
- v. Clean up at Walnut Park took place recently.
- vi. People for People has placed a part-time person at Public Works for landscape maintenance. This will be a six month position beginning January 2025.
- vii. She and Ben Shumaker attended a Port of Skamania meeting and discussed the Cascade Avenue project.
- viii. First Street is open, the railing is in.
  - ix. Storage shed roof has all asbestos out. Windy weather has caused delays in work.

# Anders Sorestad, City Clerk/Treasurer

- i. He shared information on withdrawing motions through Robert's Rules of Order and suggested having a workshop on Parliamentary procedure for Councilmembers.
- ii. He announced his resignation, effective January 17th, 2025. He will stay to help close out the 2024 fiscal year.

# c) Ben Shumaker, Interim City Administrator

- i. Staffing currently is a challenge, will be looking to bring in an interim clerk to help with tasks. Will keep the Clerk Treasurer position open to allow the incoming City Administrator to structure the position.
- ii. Placement of water meter discussed at the November 2024 Council meeting was resolved.
- iii. Work is being done on closing out the 2024 budget.
- iv. With passage of the 2025 budget, the city is looking to revise how staff costs for Streets and the Water/Sewer Fund are covered.

# **13. VOUCHER APPROVAL:**

a) November 2024 payroll and December 19, 2024 AP checks were audited and presented for approval. November payroll totals \$128,720.81 which included EFT payments. December 19, 2024 AP checks 18245 thru 18334 total \$976,606.75, which included EFT payments. The AP check register with fund transaction summary was attached for review.

**MOTION** to approve vouchers as presented was made by **Councilmember Lauser**, seconded by **Councilmember Cox**.

Voting aye: Councilmembers Johnson, Lauser, Oldfield, Rice, Cox.

# 14. MAYOR AND COUNCIL REPORTS: None provided.

# **15. ISSUES FOR THE NEXT MEETING:** None reported.

- 16. ADDITIONAL PUBLIC COMMENT: No additional comments were received.
- 17. ADJOURNMENT Mayor Anderson adjourned the meeting at 7:51 p.m.

#### CITY OF STEVENSON RESOLUTION NO. 2025-

# A RESOLUTION OF THE CITY OF STEVENSON REGARDING THE TEMPORARY CLOSURE OF A ROAD TO ENSURE PUBLIC SAFETY

**WHEREAS** the Stevenson City Council is charged by state law under RCW 47.48.010 with authority to close City streets; and

**WHEREAS** a new home is currently being constructed on School Street, between Kanaka Creek Road and Hot Springs Alameda; and

**WHEREAS** the existing public sewer main is located within the public School Street Right of Way; and

**WHEREAS** the Director of Public Works believes the safety of the workers and the motoring public will be enhanced by the temporary closure of the street; and

**WHEREAS**, the Public Works Department intends to timely notify the public, through publication in the Skamania County Pioneer, about the closure and alternate routes to avoid the closure; and

**WHEREAS** the City Council considered this matter at a duly advertised public meeting and finds and concludes this Resolution will further the public health and welfare.

**NOW, THEREFORE**, it is hereby ORDERED and RESOLVED by the Stevenson City Council as follows:

**Section 1. Findings.** The Council hereby adopts as finding those statements contained in the recitals above.

**Section 2. Safety.** The Council hereby finds good cause to allow temporarily closure of the entire roadway width for School Street between Kanaka Creek Road and Hot Springs Alameda, specifically to ensure the safety of workers and the motoring public during the term of the proposed work.

**Section 3. Notice.** The Council directs the Public Works Director to provide appropriate notice of the road closure pursuant to RCW 47.48.020.

**Section 4. Road Closure.** Upon proper notice, the Council authorizes closure of entire roadway width for School Street between Kanaka Creek Road and Hot Springs Alameda, for up to three days to complete the private service line connection to public.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 16<sup>th</sup> day of January, 2025.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

#### Beacon Rock State Park Entrance Road Realignment

#### Project description:

With guidance from a previously completed predesign report and public comments, this project will design and permit a safe entrance and road realignment to Beacon Rock State Park facilities with safer driving conditions for Washington State Route 14 (SR14) motorists. A roundabout at the intersection of Washington SR14 will slow traffic, provide a clearly defined parking lot with controlled ingress and egress that will make exiting and merging more predictable. This project will provide controlled turning into Hamilton Mountain Trailhead Access Road, bring Hamilton Mountain Trailhead Access Road up to standard for two-way traffic, a welcome center, and comfort station centrally located in the parking lot.

A tunnel will prevent pedestrians from crossing SR14. The pedestrian tunnel will direct visitors through a safe passage under the highway that connects Beacon Rock, campgrounds, Hamilton Mountain Trail, and day-use areas all together.

The project also modernizes park utilities, repairs degraded internal park roads, and renovates the caretaker house and maintenance shop.

Beacon Rock State Park is a very popular recreational destination due to the proximity to the metropolitan area of Portland, Oregon and Seattle, Washington. Beacon Rock sees over 300,000 visitors per year with increasing annual use. Visitors flock to Beacon Rock for technical rock climbing, the scenic beauty of the Columbia River Gorge, and over twenty miles of hiking, mountain biking, and equestrian trails. The park also has popular boating and camping facilities that all combine to attract both overnight and day-use visitors.

The current parking is directly along the side of Washington State Route 14, causing pedestrians to cross in front of and interact with vehicles traveling along State Route 14. With the highway bisecting the park, it results in dangerous pedestrian crossings over the highway to visit the park headquarters or access other trails within the park. This particular location, the park headquarters and Kueffler Road, is problematic as it has limited sightlines in each direction. This interaction with park visitors creates great safety risks to both drivers and pedestrians accessing park facilities. Every year accidents requiring emergency responses are reported in this area due to the entrance, parking, and highway route through the park.

This entrance road realignment design will greatly reduce accidents along this section of SR14, creating a safer entrance and trail head parking for visitors. The preferred concept chosen in predesign considered public requests to slow SR14 traffic through the park, create additional parking, as well as establish safer access for buses and recreational vehicles. Additional parking will create numerous community benefits for residents and visitors from the Portland area. Providing better access to disadvantaged communities and communities of color will help to reduce nature deprivation. Access to nature among those of all ages, social groups, and abilities can alleviate some of the most important problems in public health, including: obesity, stress, social isolation, injury, and violence.

# YOUR LETTERHEAD

January 27, 2025

Secretary Peter Buttigieg U.S. Department of Transportation Office of the Secretary of Transportation 1200 New Jersey Avenue, SE Washington D.C. 20590

To the Honorable Secretary Buttigieg:

I am pleased to support Washington State Parks and Recreation Commission (WSPRC) Rebuilding American Infrastructure with Sustainable and Equity (RAISE) grant request for the design and permitting of the Entrance and Road Realignment project at Beacon Rock State Park located in Skamania County, Washington.

Beacon Rock State Park is a very popular recreational destination. Due to the proximity to the metropolitan area of Portland, Oregon. Beacon Rock sees over 300,000 visitors per year with increasing annual use. Visitors flock to Beacon Rock for technical rock climbing, the scenic beauty of the Columbia River Gorge, along with over twenty miles of trails. The park also has popular boating and camping facilities that all combine to attract both overnight and day use visitors.

The current parking is directly along the side of Washington State Route 14 (SR14) causing pedestrians to cross in front of and interact with vehicles traveling along State Route 14. With the highway bisecting the park it results in dangerous pedestrian crossings over the highway to visit the park headquarters or access other trails within the park. This particular location at the park headquarters and Kueffler road is problematic as it has limited sightlines in each direction. This interaction with park visitors creates great safety risks to both drivers and pedestrians accessing park facilities. Every year accidents requiring emergency responses are reported in this area due to the entrance, parking, and highway route through the park.

WSPRC's project will greatly reduce accidents along this section of SR14, creating a safer entrance and trail head parking for visitors. The preferred concept chosen in predesign took into account public requests to slow SR14 traffic through the park, create additional parking, as well as establish safer access for buses and recreational vehicles. Additional parking will create numerous community benefits for residents and visitors from the Portland area. Providing better access to disadvantaged communities and communities of color will help to reduce nature deprivation. Access to nature among those of all ages, social groups, and abilities can alleviate some of the most important problems in public health, including obesity, stress, social isolation, injury, and violence. Supporting this project helps the WSPRC in taking the next crucial step of providing a safe entrance, parking, and highway realignment to Beacon Rock State Park. These

improvements will reduce safety risks and costly accidents that accrue emergency response, property damage, and cleanup expenses.

Thank you for the consideration you can give to this application, which will allow for this important project to be shovel ready. Please do not hesitate to contact me should I be of any assistance.

Sincerely,

(Enter Name) (Enter Tittle)



Summer N. Scheyer SHERIFF

# **OFFICE OF THE SKAMANIA COUNTY**

# SHERIFF

PO Box 790 200 Vancouver Ave. Stevenson WA 98648 Phone (509)427-9490 Fax (509)427-4369 www.skamaniasheriff.com scso@co.skamania.wa.us Tracy Wyckoff Undersheriff

Steve Minnis Chief of Corrections

Ondine Obias Chief Civil Deputy

December 2024 City of Stevenson Service Hours Calls/Patrol 134 Total Calls 30 Medical 3 Fire 437 Hrs. 0 Court Hrs. Milage 1,533

01/02/25 10:36		ia County Sher ncident Audit		5059 Page: 1
Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
$\begin{array}{c} 24-08415\\ 24-08417\\ 24-08418\\ 24-08437\\ 24-08442\\ 24-08442\\ 24-08444\\ 24-08445\\ 24-08450\\ 24-08457\\ 24-08460\\ 24-08461\\ 24-08461\\ 24-08463\\ 24-08466\\ 24-08466\\ 24-08466\\ 24-08466\\ 24-084501\\ 24-08505\\ 24-08505\\ 24-08506\\ 24-08527\\ 24-08528\\ \end{array}$	Mental Subject Business Alarm Medical Found Property Disorderly Information Information Residential Ala Theft Prop Oth Fraud Medical Information Medical Citizen Dispute Medical Theft Prop Oth Medical Citizen Assist Mental Subject Medical Citizen Dispute Custodial Int.	MENT ABLA AMAS AMAS INFO DCON INFO ALRA TPOT FRAU AMAS INFO AMAS CDIS CITA TPSH AMAS CITA MENT AMAS CDIS CITS CITA	21 21 21 21 21 21 21 21 21 21 21 21 21 2	Transferred to Other A Transferred to Other A Transferred to Other A Transferred to Other A Transferred to Other A INFORMATION Cleared Adult Arrest INFORMATION INFORMATION Unfounded Inactive INFORMATION Transferred to Other A INFORMATION Transferred to Other A INFORMATION Investigation Complete INFORMATION Investigation Complete Investigation Complete Transferred to Other A Cleared Adlt Exception INFORMATION
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10.00	-			-
Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-08670	Information	INFO	21	INFORMATION
24-08671	Medical	AMAS	21	Transferred to Other A
24-08673	Abandon Private	INFO	21	INFORMATION
24-08683	Animal Other	THAZ	21	INFORMATION
24-08684	Theft Prop Oth	TVOT	21	Investigation Complete
		TPMV	21	Investigation Complete
24-08694 24-08695	Carprowl Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
		BNFE	21	Investigation Complete
24-08696	Burg Bus Unl En	TOFF	21	CLEARED DRIVER WARNING
24-08716 24-08724	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
	Traffic Stop	MENT	21	Investigation Complete
24-08726	Mental Subject	IN91	21	Investigation Complete
24-08731	Incomplete 911		21	Response/No Transport
24-08736	Medical	AMAS	21	Unfounded
24-08737	Abandon Vehicle	ABVR	21	Settled By Contact
24-08738	Citizen Dispute	CDIS		Ambulance Service Prov
24-08741	Medical	AMAS	21	
24-08745	Medical	AMAS	21	Cleared Adlt Exception
24-08754	Suspicious	SUSP	21	Cleared Adlt Exception
24-08755	Suicide Attempt	SUIA	21	Investigation Complete
24-08767	Patrol Request	PATR	21	INFORMATION
24-08777	Suspicious	SUSP	21	Investigation Complete
24-08780	Public Nuisance	NOIS	21	Unfounded
24-08787	Medical	AMAS	21	INFORMATION
24-08788	Vandalism	VAND	21	Unfounded
24-08791	Prowler	SUSP	21	Active
24-08809	Parking Problem	PARK	21	INFORMATION
24-08813	Wild Fire	FIRE	21	INFORMATION
24-08828	Abandon Vehicle	ABVR	21	Cleared Adlt Exception
24-08829	Medical	AMAS	21	Transferred to Other A
24-08833	Disorderly	DCON	21	Cleared Adlt Exception
24-08854	Juvenile Prob	JUVP	21	UNABLE TO LOCATE
24-08855	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-08858	Jail Problem	JPRB	21	Settled By Contact
24-08869	Mental Subject	MENT	21	INFORMATION
24-08874	Information	INFO	21	INFORMATION
24-08877	9-1-1 Abuse	911	21	Cleared Adlt Exception
24-08887	Incomplete 911	IN91	21	Investigation Complete
24-08888	Information	INFO	21	INFORMATION
24-08891	Hospice Death	HOSP	21	INFORMATION
24-08900	Medical	AMAS	21	Transferred to Other A
24-08902	Trespassing	INFO	21	INFORMATION
24-08903	Incomplete 911	IN91	21	Investigation Complete
24-08904	Agency Assist	CITA	21	Cleared Adult Arrest
24-08914	Welfare Check	WELF	21	Settled By Contact
24-08925	Hospice Death	HOSP	21	INFORMATION
24-08930	Medical	AMAS	21	Transferred to Other A
24-08931	Civil Process	CITA	21	Settled By Contact
24-08931	Theft Prop Oth	TPOT	21	Settled By Contact
24-08933	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
	-	INFO	21	INFORMATION
24-08960	Harrassment.		21	Cleared Adlt Exception
24-08965	Domestic Viol	DOMV	21	INFORMATION
24-08967	Parking Problem	INFO	21	Response/No Transport
24-08971	Medical	AMAS	21	Cleared Adlt Exception
24-08973	Incomplete 911	IN91	21	Investigation Complete
24-08985	Suspicious	SUSP	<u>د</u> ۲	THIS CONTRACTOR COMPTCIC

01/02/25 10:36

#### Skamania County Sheriff's Office Incident Audit Report

5059 Page: 3

Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition		
$\begin{array}{c} 24-08992\\ 24-08993\\ 24-08998\\ 24-09000\\ 24-09013\\ 24-09015\\ 24-09018\\ 24-09021\\ 24-09030\\ 24-09033\\ 24-09038\\ 24-09038\\ 24-09039\\ 24-09039\\ 24-09046\\ 24-09054\\ 24-09057\\ 24-09057\\ 24-09059\\ 24-09059\\ 24-09070\\ 24-09073\\ 24-09075\\ 24-09074\\ 24-09086\\ 24-09087\\ 24-09090\end{array}$	Traffic Stop	AMAS ALRA DCON TOFF INFO ANDC AMAS HARR TOFF AMAS INFO TOFF AMAS TPOT INFO CIVP INFO INFO INFO ABLA INFO INFO JPRB TOFF	21 21 21 21 21 21 21 21 21 21	Transferred to Other A Investigation Complete Settled By Contact CLEARED DRIVER WARNING INFORMATION Transferred to Other A Investigation Complete CLEARED DRIVER WARNING Transferred to Other A Transferred to Other A INFORMATION CLEARED DRIVER WARNING Transferred to Other A Cleared Adlt Exception Cleared Adlt Exception Standby Completed INFORMATION Transferred to Other A Investigation Complete Transferred to Other A INFORMATION Settled By Contact CLEARED DRIVER WARNING		
Total Incidents: 134 Report includes: All dates reported between `00:00:00 12/01/24` and `00:00:00 01/01/25` All agencies matching `SCSO` All nature of incidents All offenses observed All offenses reported All offense codes All dispositions All responsible officers All locations matching `21` *** End of Report /tmp/rptnlp5Ug-rplwiar.r1_1 ***						

Page			Skamania County			Jan 2, 2025 10:45
	8.0 8.0	Sep 30, 2024 Total:	Sep 30, 2024	mobilization lechn	P.I.I. (Precision Immobilization Techn	Ourside i raining
	6.0 <b>6.0</b>	Sep 19, 2024 Total:	Sep 19, 2024	Laws and investig	Domestic violence Laws and investig	In-Service
Certificate		End	Start	Full Name	Course	Course Category
					Evans, Josh	Employee
					00004	Employee ID
	10.0	Grand Total:				
	10.0	Total:				
	6.0 4.0	Nov 21, 2024 Oct 7, 2024	Nov 21, 2024 Oct 7, 2024	Laws and Investig ons - Low Light	Domestic Violence Laws and Investig Firearms Qualifications - Low Light	In-Service
Certificate	Hours (	End	Start	Full Name	Course	Course Category
					Coltrane, Trevor	Employee
					000018	Employee ID
	10.0	Grand Total:				
	10.0	Total:				
	4.0	Oct 7, 2024	Oct 7, 2024	ons - Low Light	Firearms Qualifications - Low Light	
	6.0	Nov 21, 2024	Nov 21, 2024	Laws and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours C	End	Start	Full Name	Course	Course Category
					001731 Benton, Austin	Employee ID Employee
	54.0	Grand Total:				
	8.0	Total:				
	8.0	Sep 30, 2024	Sep 30, 2024	nobilization Techn	P.I.T. (Precision Immobilization Techn	<b>Outside Training</b>
	6.0	Total:				
	6.0	Nov 21, 2024	Nov 21, 2024	Laws and Investig	Domestic Violence Laws and Investig	In-Service
	40.0	Total:				
	40.0	Sep 20, 2024	Sep 16, 2024	or Course	Patrol Rifle Instructor Course	CJTC
Certificate	Hours C	End	Start	Full Name	Course	Course Category
					Beacock, Nick	Employee
					80008	Employee ID
Sep 1, 2024 - Dec 31, 2		<b>)e</b> ployees	Course Category By Employee Branch: Sheriff's Office Filter: All Unit: All All Employees	Course C Branch: Sheriffs Off		nbeacock

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Ра			Skamania County	Ska		Jan 2, 2025 10:45
	6.0	Grand Total:				
	6.0	Total:				
	6.0	Nov 21, 2024	Nov 21, 2024	vs and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Lyle, Christian	Employee
					000022	Employee ID
	6.0	Grand Total:				
	6.0	Total:				
	6.0	Nov 21, 2024	Nov 21, 2024	vs and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Kioroglo, Boris	Employee
					000019	Employee ID
	6.0	Grand Total:				
	6.0	Total:				
	6.0	Sep 19, 2024	Sep 19, 2024	vs and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Helton, Will	Employee
					000011	Employee ID
	10.0	Grand Total:				
	10.0	Total:				
	4.0	Oct 7, 2024	Oct 7, 2024	- Low Light	Firearms Qualifications - Low Light	
	6.0	Nov 21, 2024	Nov 21, 2024	/s and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Frederickson, Spencer	Employee
					000010	Employee ID
	14.0	Grand Total:				
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Evans, Josh	Employee
					00004	Employee ID
Sep 1, 2024 - Dec 31, 2		<b>ye</b> ployees	Course Category By Employee Branch: Sheriff's Office Filter: All Unit: All All Employees	Course Cate Branch: Sheriff's Office		nbeacock

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Branch: Sheriff's Office Filter: All Unit: All All Employees **Course Category By Employee** 

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	4.0	Oct 7, 2024	Oct 7, 2024	Low Light	Firearms Qualifications - Low Light	
	6.0	Sep 19, 2024	Sep 19, 2024	and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Vejar, Jennifer	Employee
	10.0	Grand Total:				
	8.0	Total:				
	8.0	Sep 30, 2024	Sep 30, 2024	zation Techn	P.I.T. (Precision Immobilization Techn	<b>Outside Training</b>
	2.0	Total:				
	2.0	Nov 19, 2024	Nov 19, 2024	olence	Recognizing Domestic Violence	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Taylor, Ryan	Employee
					00005	Employee ID
	10.0	Grand Total:				
	10.0	Total:				
	4.0	Oct 7, 2024	Oct 7, 2024	_ow Light	Firearms Qualifications - Low Light	
	6.0	Nov 21, 2024	Nov 21, 2024	and Investig	Domestic Violence Laws and Investig	In-Service
Certificate	Hours	End	Start	Full Name	Course	Course Category
					Schultz, Jeremy	Employee

TOT HRS	10141 1440	Tradeal Trada 2	Total Ove	SAR Title 3	SAP Count	County 11a	County Traffic Enfo	ppal	Drug	Marine Patrol	Training	USFS	Superior Court	District Court	N. Bonneville Court	N. Bonneville	Stevenson Court	Stevenson	County	Schools/Com Svc	OV Time	SubTotal Reg	Tral 2 C. Ku					SAR Missions	Emergency	SAR County	County Traf	Eradication County	Special Contracts	Drug	pp&L	Gorge Scenic	Supenor Court	District Court	N. Bonn Court	N. Bonneville	Stev Court	County	<b>X</b> 9	Schools/Com Svc	PatrolInve	Administratic	Training	Vacation	Hourly Report	TOTAL	PP&L	Title 3	USFS	Stevenson	County	Mileage	1	
		2	Time	Louis and some statement of the second	Haus	verial Contracte	For Enforce			Ø			un	<b>A</b>	le Court	ē	Court			m Svc		7	L					75	mergency Response		ounty Traffic Enforce.	County	tracts			ñ	F	. <b>1</b>	ħ	0			A REAL PROPERTY AND A REAL PROPERTY A REAL PROPERTY AND A REAL PROPERTY AND A REAL PRO	n Svc	atrol/Investigations	3			2011				a			17.84 E		
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405.50	58.50	27.50	94.25	41.50	47.75	28.25	26.50	36.00	15.00	30.25	0.00	0.00	Total Title 3
1282 58	56 85	54.55	40.00	85.50	85	8 111 80	27.27	103.00	145.75	166.33	128.75	136.25	Total Overtime
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	SAR COUNTY
116.75	0.00	0.00	0.00	0.00	19.00	74.75	0.00	0.00	15.00	0.00	8.00	0.00	Special Contracts
7.50	0.00	0.00	2.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.25	1.25	County Traffic Enforce.
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	Eradication County
12.50	0.00	0.00	0.00	0.00	8.50	0.00	3.50	0.00	0.00	0.50	0.00	0.00	Pp&L
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	Drug
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	Marine Patrol
39.50	0.00	0.00	0.00	16.00	0.00	5,50	2.00	10.50	0.50	0.00	5.00	0.00	Training
32.25	0.00	0.00	0.00	9.00	23.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	USFS
39.25	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	3.00	12.00	21.25	0.00	Superior Court
15.75	0.00	0.00	10.00	3.50	0,00	0.00	0.00	0.00	0.00	2.25	0.00	0.00	District Court
1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125	0.00	0.00	0.00	0.00	N. Bonneville Court
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105.75	0.00	3.00	21.00	15.00	29.00	4.00	6.00	5.00	8.00	14.75	0.00	0.00	SAR Missions
20.00	0.00	0.00	0.00	8.00	0.00	2.00	0.00	0.00	0.00	10.00	0.00	0.00	Emergency Response
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2000.10	00.671	164./5	1.52.00	4 EA	c7.117	0.00	0.00	DC.COL	139.00	000	104.50	0 M C	COUNTY TRAINC CTILORD.
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5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Special Contracts
13.00	0.00	0.00	0.00	0.00	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	Drug
830.50	0.00	143.25	149.00	147.75	147.75	87.00	89,50	55.25	0.00	3.50	5.50	2.00	Tsdd
1325.75	105.75	104.75	86.25	85.75	102.75	111.75	131.75	105.25	129.50	91.00	119.75	151.50	Gorge Scenic
325.00	36.00	13.75	48.25	51.75	50.00	36.25	39.00	32.00	3.50	5.50	5.50	3.50	USFS
9.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	2.00	5.75	0.00	Superior Court
0.00	8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	District Court
2021.15	186.50	179.50	135.25	163.75	213.25	221.50	185.00	174.25	164.00	120.50	134.75	149.50	N. Bonneville
13.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	11.00	0.00	0.00	0.00	Stev Court
5088.50	437.00	437.75	356,75	438.50	466.50	497.00	430.25	372.25	399.25	453.25	399.00	401.00	Stevenson
12870.75	1060.50	1056.50	977.50	1141.25	1336.50	1264.25	1350.00	1193.75	1102.50	759,50	752.00	876.50	County
24.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.25	K9
8.50	0.00	0.00	0.00	0.00	2.75	0.00	4.00	1.75	0.00	0.00	0.00	0.00	Schools/Com Svc
2140.00	140.00	133,00	06.761	200.00	209.00	178,00	00.101	102.00	10/.UU	1/2.00	143.00	182.00	Patrol/Intertiontione
71012.50	20.50	34.25	105.25	168.75	156.25	279.50	131.50	353.00	77.50	27.00	36.50	122.50	Training
1540.75	98.25	68.75	327.00	102.50	29.25	71.75	9.50	201.75	310.50	14.25	143.00	164.25	Sick Leave
1581.50	241.25	226.00	132.75	135.50	177.00	155.25	175.00	10.25	94.00	123.00	0.00	111.50	Vacation
													Hourly Report
272178	21669	23654	23667	25390	27838	27598	25866	21864	18105	18143	18080	20304	TOTAL
9455	0	1654	1495	1534	1370	1009	1356	863	30	153	- c	<b>-</b> -	DDSI
4653	284	348	500	629	927	358	<del>.</del> 368	433	305	501	0	0	USFS
8976	782	858	618	727	906	1037	813	801	523	620	572	719	N. Bonneville
18999	1533	1626	1287	1757	2090	1985	1502	1448	1412	1327	1452	1580	Stevenson
227866	18711	18874	19169	20509	22283	23192	21752	18199	15827	15289	16056	18005	County
		and a start and a second											Mileage
IVIAIS	Decension	NOVERIDES	Octoper	actuardac	sugna	kınr	JUNC	may	BRÓW	March	reoruary	January	LULT OTCIAII
Tatala	-	:		,					-	:			JUJY UNIT

# Inter-Local Agreement Probation Services

This Agreement, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, by and between Skamania County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Stevenson a political subdivision of the State of Washington; hereinafter referred to as the "Stevenson," and the City of North Bonneville a political subdivision of the State of Washington; hereinafter referred to as "North Bonneville."

WHEREAS County has a fully staffed probation office, which supervises both misdemeanor and gross misdemeanor defendants for Skamania County District Court, pre-trial supervision for defendants in Skamania County Superior Court, and misdemeanor and gross misdemeanor defendants for Stevenson, and misdemeanor and gross misdemeanor defendants for North Bonneville; and

WHEREAS County has in the past provided misdemeanor probation services for Stevenson and North Bonneville defendants under an informal understanding that the fees charged to Stevenson and North Bonneville defendants for probation services will be passed through to County when paid as required by statute; and

WHEREAS many defendants are unable to pay and are determined to be indigent, so either are asked to perform community service in lieu of paying costs or are relieved of any duty to pay costs at all; and

WHEREAS the County still incurs the costs associated with supervising those indigent defendants who can't or don't pay supervision fees, which means that County is incurring the expense associated with supervising indigent defendants convicted in Stevenson and North Bonneville Municipal Court; and

WHEREAS the cities of Stevenson and North Bonneville desire to pay a reasonable share of the costs incurred by the County for supervising indigent defendants from their courts; and

WHEREAS the City of Stevenson cases have generally constituted about 21% of total probation cases (in County, North Bonneville and Stevenson, combined), and North Bonneville has generally constituted about 3% of total combined probation cases, and Skamania County has generally handled about 200 – 250 total probation cases at any particular time; and

WHEREAS in order to do so, the County and Stevenson and North Bonneville have developed this interlocal agreement for probation services.

Witness: It is Hereby covenanted and agreed as follows:

- 1. Stevenson and North Bonneville request the County perform probation services for misdemeanor and gross misdemeanor defendants prosecuted in their respective municipal courts.
- 2. The County, through the Skamania County Probation department, shall provide a probation officer qualified to be a probation officer in the State of Washington. If a probation officer is not available for any reason, the County may provide a probation

Clerk. Skamania County shall also provide adequate offices and resources for the Probation Officer or Probation Clerk to safely meet with clients, perform interviews, do urinalysis testing and other tasks generally associated with probation services.

- 3. County agrees to provide probation services for individuals charged in and/or convicted in Stevenson and North Bonneville Municipal Courts to the same degree and under the same conditions that they do so for cases charged in and/or convicted in Skamania County District Court.
- 4. Any payments made by individuals toward probation costs ordered by the Court must be used for probation services. Stevenson and North Bonneville agree to remit all payments from individuals made to the court for probation costs, either supervised or bench, back to County for use by Skamania County Probation.
- 5. Skamania County Probation shall keep track of the number of probation cases from each court, per month. For each month, the County shall determine the proportion of Stevenson and North Bonneville cases as a share of the total number of cases handled that month by Skamania County Probation. This number shall not include cases where the defendant has absconded from supervision and a warrant has been issued for the defendant's arrest, effectively tolling the defendant's period of probation. An individual shall be considered on probation if they are on probation for any portion of the month. Skamania County probation costs each month from each of Stevenson, North Bonneville and County cases. An individual is considered on probation for a case if that case originated in Stevenson or North Bonneville, even if the defendant is simultaneously on probation in County.
- 6. Stevenson and North Bonneville agree to pay a flat monthly fee to County to compensate County for probation services provided for indigent defendants who either convert their probation costs to community service or who do not have probation costs imposed at all due to indigency. For Stevenson, that flat monthly rate shall be \$1000 per month in 2025 and for the city of North Bonneville that amount shall be \$140 per month in 2025.
- 7. Stevenson and North Bonneville and County agree that the burden of the costs associated with indigent and/or otherwise non-paying defendants should be born in proportion to the number of non-paying defendants on probation with County from each jurisdiction. County has conservatively estimated the cost of supervised probation at \$50 per month per defendant.
- 8. County and Stevenson and North Bonneville agree to negotiate a more formal allocation of probation service costs to replace the flat rates established in section 6. Said allocation may be based on the previous year's average case proportion, average total cases, and average probation costs received. The formula may be generally as follows: average total combined cases per month multiplied by average monthly case proportion (for each respective city) multiplied by the estimated cost of probation services stated in Section 7 minus the average monthly receipts (for each respective city).
- 9. Stevenson and North Bonneville will pay the monthly flat fee amount at the same time they remit any payments made by individuals ordered to pay probation costs as part of their sentence, diversion agreement or pre-trial monitoring.
- 10. The County, in the performance of work under this Agreement shall abide by the provisions of RCW 39.34, Interlocal Cooperation Act. It is the purpose of this statute to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will accord best with geographic, economic,

population and other factors influencing the needs and development of local communities.

- 11. The term of this Agreement shall be from January 1, 2025 to December 31, 2025, and shall automatically renew annually unless terminated or amended by mutual agreement.
- 12. Either party may terminate the Agreement upon thirty (90) days written notice given to the other party. Upon termination by Stevenson or North Bonneville, each jurisdiction shall still be responsible for remitting payments from any municipal court defendants (respectively) for payments made for previously court ordered probation fees and shall continue to make payments under Section 6 above for 12 months after termination. Upon termination by County, North Bonneville and Stevenson shall not be required to make additional payments under Section 6 but shall still be required to remit any payments made for probation services performed by County and still owing from an individual supervised by County on Stevenson or north Bonneville's behalf.
- 13. This Agreement shall be governed exclusively by the laws of the State of Washington. The Skamania County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation arising in contract, tort or otherwise, each party shall bear its own attorney's fees incurred in the action, arbitration or proceeding.
- 14. No separate legal or administrative entity is created as part of this agreement.
- 15. Each of County, Stevenson and North Bonneville shall fund this agreement through their general budget authority.
- 16. Any real or personal property acquired or held by County for the purposes of use in this agreement shall be purchased by and remain the property of County.
- 17. This Agreement shall be filed or listed by subject on a public agency's website in accordance with RCW 39.34.040.
- 18. The Skamania County Adult Probation Officer shall be the Administrator for this Interlocal Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF NORTH BONNEVILLE

BOARD OF COUNTY COMMISSIONERS

Authorized Representative

Chairman

Title

Commissioner

Commissioner

CITY OF STEVENSON

Authorized Representative

Title

#### Attest:

Clerk of the Board	City Clerk	City Clerk	
Approved As To Form Only			
Adam Kick Skamania County Prosecutor	City Attorney	City Attorney	

#### Contracts and/or Change Orders awarded above \$10,000 December 2024 and January 2025

Date	Contractor	Amount	Total Contract	Description of service
1/9/202	5 Stellar J Corporation	720.52	10,542,597.64	Ethernet switch connectors for Fairgrounds and
				Rock Creek PS fiber connections
1/14/202	5 People for People	No Cost	No Cost	Employing a Field Maintenance Worker 20 hours
				per week. Employee cost is paid for by People for
				People.

City Of Stevenson

Time: 17:28:57 Date: 01/16/2025

			Page:	
1 General Expense Fund		0.	1/01/2024 To: 12	/31/2024
venues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	1,499,109.80	1,499,109.80	0.00	0.0%
102 Unemployment Reserve	33,414.00	33,414.00	0.00	0.0%
104 Custodial Reserve	51,135.13	51,135.13	0.00	0.0%
308 Beginning Balances	1,583,658.93	1,583,658.93	0.00	0.0%
311 Property Tax	551,865.92	556,748.02	(4,882.10)	0.0%
313 Sales Tax	480,000.00	453,471.23	26,528.77	5.5%
316 Utility Tax	32,000.00	49,702.29	(17,702.29)	0.0%
317 Other Tax	16,000.00	29,476.54	(13,476.54)	0.0%
310 Taxes	1,079,865.92	1,089,398.08	(9,532.16)	0.0%
321 Licenses	2,900.00	7,227.48	(4,327.48)	0.0%
322 Permits	0.00	5.00	(1,02,110)	0.0%
– 320 Licenses & Permits	2,900.00	7,232.48	(4,332.48)	0.0%
330 Grants	100,000.00	97,338.13	2,661.87	2.7%
335 State Shared	11,000.00	5,293.71	5,706.29	51.9%
336 State Entitlements, Impact Payments & Taxe	19,657.15	23,781.47	(4,124.32)	0.0%
337 Interlocal Loan Repayments	0.00	0.00	(4,124.32)	100.0%
330 Intergovernmental Revenues	130,657.15	126,413.31	4,243.84	3.2%
341 Admin, Printing & Probation Fees	305,156.28	296,813.39	8,342.89	2.79
342 Fire District 2	50,000.00	48,358.79	1,641.21	3.39
345 Planning	4,500.00	3,130.00	1,370.00	30.49
376 Parks	0.00	0.00	0.00	100.0%
340 Charges For Goods & Services	359,656.28	348,302.18	11,354.10	3.2%
350 Fines & Penalties	12,700.00	9,238.20	3,461.80	27.3%
000	0.00	50.00	(50.00)	0.0%
100 General Interest Income	5,500.00	54,631.89	(49,131.89)	0.0%
376 Parks	2,500.00	2,160.00	340.00	13.6%
360 Interest & Other Earnings	8,000.00	56,841.89	(48,841.89)	0.0%
380 Non Revenues	40,000.00	36,225.15	3,774.85	9.4%
390 Other Financing Sources	0.00	5,074.25	(5,074.25)	0.0%
nd Revenues:	3,217,438.28	3,262,384.47	(44,946.19)	0.0%
penditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	37,000.00	24,737.39	12,262.61	33.1%
512 Judical	60,510.00	87,591.26	(27,081.26)	0.0%
513 Executive	153,889.18	132,064.65	21,824.53	14.2%
514 Financial, Recording & Elections	149,965.57	141,074.54	8,891.03	5. <b>9</b> %
515 Legal Services	16,750.00	21,497.92	(4,747.92)	0.0%
517 Employee Benefit Programs	10,525.00	301.38	10,223.62	97.19
518 Centralized Services	136,510.00	132,776.92	3,733.08	2.7%
521 Law Enforcement	278,860.00	282,006.41	(3,146.41)	0.0%
202 Fire Department	208,107.50	188,561.22	19,546.28	9.4%
203 Fire District 2	64,850.00	53,813.97	11,036.03	17

2024	BUDGET POSITION			
City Of Stevenson		Time: 17:28	3:57 Date: 01/ Page:	16/2025 2
001 General Expense Fund		<u>_</u>	)1/01/2024 To: 12	/31/2024
Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 Fire Control	272,957.50	242,375.19	30,582.31	11.2%
524 Protective Inspections	2,000.00	3,200.00	(1,200.00)	0.0%
528 Dispatch Services	6,000.00	3,243.96	2,756.04	45.9%
553 Conservation	500.00	449.00	51.00	10.2%
550 Building	40,000.00	36,225.15	3,774.85	9.4%
560 Planning	299,398.75	165,746.13	133,652.62	44.6%
570 Economic Development	27,685.00	28,845.00	(1,160.00)	0.0%
558 Planning & Community Devel	367,083.75	230,816.28	136,267.47	37.1%
562 Public Health	10,000.00	10,000.00	0.00	0.0%
565 Welfare	10,000.00	10,000.00	0.00	0.0%
566 Substance Abuse	150.00	216.11	(66.11)	0.0%
573 Cultural & Community Activities	1,500.00	1,383.02	116.98	7.8%
576 Park Facilities	70,392.00	28,027.53	42,364.47	60.2%
580 Non Expeditures	0.00	(1,439.95)	1,439.95	100.0%
597 Interfund Transfers	65,000.00	75,000.00	(10,000.00)	0.0%
100 Unreserved	1,483,296.15	0.00	1,483,296.15	100.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	100.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	100.0%
999 Ending Balance	1,567,845.28	0.00	1,567,845.28	100.0%
Fund Expenditures:	3,217,438.28	1,425,321.61	1,792,116.67	55.7%
Fund Excess/(Deficit):	0.00	1,837,062.86		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025 3
010 General Reserve Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings	344,042.65 0.00	344,042.65 10,742.77	0.00 (10,742.77)	0.0% 0.0%
Fund Revenues:	344,042.65	354,785.42	(10,742.77)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	344,042.65	0.00	344,042.65	100.0%
Fund Expenditures:	344,042.65	0.00	344,042.65	100.0%
Fund Excess/(Deficit):	0.00	354,785.42		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	'16/2025 4
020 Fire Reserve Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings 397 Interfund Transfers	1,902,519.12 0.00 25,000.00	1,902,519.12 62,217.89 25,000.00	0.00 (62,217.89) 0.00	0.0% 0.0% 0.0%
Fund Revenues:	1,927,519.12	1,989,737.01	(62,217.89)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	1,927,519.12	0.00	1,927,519.12	100.0%
Fund Expenditures:	1,927,519.12	0.00	1,927,519.12	100.0%
Fund Excess/(Deficit):	0.00	1,989,737.01		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	'16/2025 5
030 ARPA			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues	298,313.00 0.00	298,313.00 0.00	0.00 0.00	0.0% 100.0%
Fund Revenues:	298,313.00	298,313.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers 999 Ending Balance	298,313.00 0.00	298,313.00 0.00	0.00 0.00	0.0% 100.0%
Fund Expenditures:	298,313.00	298,313.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

City Of Stevenson

			Page:	6
100 Street Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	81,567.58	81,567.58	0.00	0.0%
313 Sales Tax	458,000.00	421,827.23	36,172.77	7.9%
316 Utility Tax	70,000.00	69,463.91	536.09	0.8%
310 Taxes	528,000.00	491,291.14	36,708.86	7.0%
320 Licenses & Permits	600.00	2,893.00	(2,293.00)	0.0%
330 Grants	221,992.85	140,641.00	81,351.85	36.6%
336 State Entitlements, Impact Payments & Taxe	41,958.50	41,521.67	436.83	1.0%
330 Intergovernmental Revenues	263,951.35	182,162.67	81,788.68	31.0%
360 Interest & Other Earnings	0.00	1,700.48	(1,700.48)	0.0%
390 Other Financing Sources	0.00	8,872.19	(8,872.19)	0.0%
397 Interfund Transfers	40,000.00	50,000.00	(10,000.00)	0.0%
Fund Revenues:	914,118.93	818,487.06	95,631.87	10.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Roadway	397,957.74	487,018.17	(89,060.43)	0.0%
543 Stormwater	34,330.00	45,738.41	(11,408.41)	0.0%
545 Lights, Signs, Paths, Landscaping	39,150.00	43,305.32	(4,155.32)	0.0%
546 Snow Removal	34,957.00	23,523.56	11,433.44	32.7%
542 Streets - Maintenance	506,394.74	599,585.46	(93,190.72)	0.0%
543 Streets Admin & Overhead	156,296.63	162,923.55	(6,626.92)	0.0%
544 Road & Street Operations	25,000.00	6,025.28	18,974.72	75.9%
566 Substance Abuse	0.00	236.28	(236.28)	0.0%
594 Capital Expenditures	145,000.00	45,893.88	99,106.12	68.3%
597 Interfund Transfers	0.00	0.00	0.00	100.0%
999 Ending Balance	81,427.56	0.00	81,427.56	100.0%
Fund Expenditures:	914,118.93	814,664.45	99,454.48	10.9%
- Fund Excess/(Deficit):	0.00	3,822.61		

City Of Stevenson		Time: 17:2	8:57 Date: 01/ Page:	'16/2025 7
103 Tourism Promo & Develop Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	1,384,100.01 487,190.00 0.00	1,384,100.01 723,270.39 48,446.91	0.00 (236,080.39) (48,446.91)	0.0% 0.0% 0.0%
Fund Revenues:	1,871,290.01	2,155,817.31	(284,527.30)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities 594 Capital Expenditures 597 Interfund Transfers 999 Ending Balance	477,553.02 10,000.00 332,252.00 1,051,484.99	479,587.38 33,601.95 201,163.11 0.00	(2,034.36) (23,601.95) 131,088.89 1,051,484.99	0.0% 0.0% 39.5% 100.0%
Fund Expenditures:	1,871,290.01	714,352.44	1,156,937.57	61.8%
Fund Excess/(Deficit):	0.00	1,441,464.87		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	'16/2025 8
105 Affordable Housing Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	17,455.62 5,000.00 0.00	17,455.62 4,445.22 349.91	0.00 554.78 (349.91)	0.0% 11.1% 0.0%
Fund Revenues:	22,455.62	22,250.75	204.87	0.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	22,455.62	0.00	22,455.62	100.0%
Fund Expenditures:	22,455.62	0.00	22,455.62	100.0%
Fund Excess/(Deficit):	0.00	22,250.75		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	'16/2025 9
107 HEALing SCARS Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 360 Interest & Other Earnings	10,246.39 0.00	10,246.39 190.25	0.00 (190.25)	0.0% 0.0%
Fund Revenues:	10,246.39	10,436.64	(190.25)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	10,246.39	0.00	10,246.39	100.0%
Fund Expenditures:	10,246.39	0.00	10,246.39	100.0%
Fund Excess/(Deficit):	0.00	10,436.64		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025 10
300 Capital Improvement Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 310 Taxes 360 Interest & Other Earnings	265,030.70 20,000.00 0.00	265,030.70 44,547.14 10,909.76	0.00 (24,547.14) (10,909.76)	0.0% 0.0% 0.0%
Fund Revenues:	285,030.70	320,487.60	(35,456.90)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers 999 Ending Balance	36,221.00 248,809.70	34,081.34 0.00	2,139.66 248,809.70	5.9% 100.0%
Fund Expenditures:	285,030.70	34,081.34	250,949.36	88.0%
Fund Excess/(Deficit):	0.00	286,406.26		

		=		
City Of Stevenson		Time: 17:2		16/2025
			Page:	11
311 First Street			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	100.0%
330 Intergovernmental Revenues	1,018,000.00	585,383.74	432,616.26	42.5%
397 Interfund Transfers	31,221.00	32,687.44	(1,466.44)	0.0%
Fund Revenues:	1,049,221.00	618,071.18	431,149.82	41.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,049,221.00	1,003,375.78	45,845.22	4.4%
999 Ending Balance	0.00	0.00	0.00	100.0%
Fund Expenditures:	1,049,221.00	1,003,375.78	45,845.22	4.4%
Fund Excess/(Deficit):	0.00	(385,304.60)		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	/16/2025 12
312 Columbia Ave			01/01/2024 To: 12	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues	(19,620.00) 19,620.00	(19,620.00) 19,620.00	0.00 0.00	0.0% 0.0%
Fund Revenues:	0.00	0.00	0.00	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures 999 Ending Balance	0.00	0.00 0.00	0.00 0.00	100.0% 100.0%
Fund Expenditures:	0.00	0.00	0.00	100.0%
Fund Excess/(Deficit):	0.00	0.00		

	2021 DOD GET T COTTION			
City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025 13
313 Park Plaza Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues 397 Interfund Transfers	0.00 50,000.00 332,252.00	(82,612.07) 0.00 201,163.11	82,612.07 50,000.00 131,088.89	100.0% 100.0% 39.5%
Fund Revenues:	382,252.00	118,551.04	263,700.96	69.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
576 Park Facilities 594 Capital Expenditures 999 Ending Balance	0.00 382,252.00 0.00	3,859.05 114,691.99 0.00	(3,859.05) 267,560.01 0.00	0.0% 70.0% 100.0%
Fund Expenditures:	382,252.00	118,551.04	263,700.96	69.0%
Fund Excess/(Deficit):	0.00	0.00		

		-		
City Of Stevenson		Time: 17:2		16/2025
			Page:	14
314 Lasher Street Improv. Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	100.0%
330 Intergovernmental Revenues	350,000.00	0.00	350,000.00	100.0%
397 Interfund Transfers	5,000.00	1,393.90	3,606.10	72.1%
Fund Revenues:	355,000.00	1,393.90	353,606.10	99.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	355,000.00	39,143.74	315,856.26	89.0%
999 Ending Balance	0.00	0.00	0.00	100.0%
Fund Expenditures:	355,000.00	39,143.74	315,856.26	89.0%
Fund Excess/(Deficit):	0.00	(37,749.84)		

City Of Stevenson

City of Stevenson			Page:	15
400 Water/Sewer Fund	_	(	)1/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
400 Water/Sewer	1,050,601.86	1,050,601.86	0.00	0.0%
401 Water	607,546.75	607,546.75	0.00	0.0%
402 Sewer	247,035.18	247,035.18	0.00	0.0%
308 Beginning Balances	1,905,183.79	1,905,183.79	0.00	0.0%
343 Water	0.00	891.00	(891.00)	0.0%
344 Sewer	0.00	891.00	(891.00)	0.0%
320 Licenses & Permits	0.00	1,782.00	(1,782.00)	0.0%
343 Water	973,361.25	902,951.56	70,409.69	7.2%
344 Sewer	1,520,609.34	1,548,084.20	(27,474.86)	0.0%
340 Charges For Goods & Services	2,493,970.59	2,451,035.76	42,934.83	1.7%
350 Fines & Penalties	0.00	1,850.00	(1,850.00)	0.0%
343 Water	46,674.00	52,458.29	(5,784.29)	0.0%
344 Sewer	56,532.00	92,953.23	(36,421.23)	0.0%
400 Water/Sewer	4,000.00	8,259.49	(4,259.49)	0.0%
360 Interest & Other Earnings	107,206.00	153,671.01	(46,465.01)	0.0%
380 Non Revenues	0.00	0.00	0.00	100.0%
Fund Revenues:	4,506,360.38	4,513,522.56	(7,162.18)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
534 Water Utilities	1,029,201.20	932,793.74	96,407.46	9.4%
535 Sewer	1,252,164.84	1,053,164.90	198,999.94	15.9%
534 Water	60,738.17	59,781.17	957.00	1.6%
535 Sewer	82,249.18	82,249.20	(0.02)	0.0%
591 Debt Service	142,987.35	142,030.37	956.98	0.7%
534 Water	110,464.80	14,665.24	95,799.56	86.7%
535 Sewer	150,000.00	34,745.00	115,255.00	76.8%
594 Capital Expenditures	260,464.80	49,410.24	211,054.56	81.0%
534 Water	1,775.00	1,067.00	708.00	39.9%
535 Sewer	999,430.34	68,304.49	931,125.85	93.2%
597 Interfund Transfers	1,001,205.34	69,371.49	931,833.85	93.1%
400 Water/Sewer	272,548.92	0.00	272,548.92	100.0%
401 Water	394,220.75	0.00	394,220.75	100.0%
402 Sewer	153,567.18	0.00	153,567.18	100.0%
999 Ending Balance	820,336.85	0.00	820,336.85	100.0%
Fund Expenditures:	4,506,360.38	2,246,770.74	2,259,589.64	50.1%
Fund Excess/(Deficit):	0.00	2,266,751.82		

City Of Stevenson		Time: 17:	28:57 Date: 01/ Page:	/16/2025 16
406 Wastewater Short Lived Asset Res. Fund			01/01/2024 To: 12	2/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	87,116.00 21,779.00	87,116.00 21,779.00	0.00 0.00	0.0% 0.0%
Fund Revenues:	108,895.00	108,895.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	108,895.00	0.00	108,895.00	100.0%
Fund Expenditures:	108,895.00	0.00	108,895.00	100.0%
Fund Excess/(Deficit):	0.00	108,895.00		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025 17
408 Wastewater Debt Reserve Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	61,191.00 0.00	61,191.00 0.00	0.00 0.00	0.0% 100.0%
Fund Revenues:	61,191.00	61,191.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	61,191.00	0.00	61,191.00	100.0%
Fund Expenditures:	61,191.00	0.00	61,191.00	100.0%
Fund Excess/(Deficit):	0.00	61,191.00		

City Of Stevenson		Time: 17:2	28:57 Date: 01. Page:	/16/2025 18
410 Wastewater System Upgrades			01/01/2024 To: 12	2/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 330 Intergovernmental Revenues 390 Other Financing Sources 397 Interfund Transfers	(759,760.33) 2,527,445.11 2,468,928.59 1,274,189.34	(759,760.33) 2,174,966.35 1,790,807.55 343,771.49	0.00 352,478.76 678,121.04 930,417.85	13.9% 27.5%
Fund Revenues:	5,510,802.71	3,549,785.06	1,961,017.65	35.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
591 Debt Service 594 Capital Expenditures 999 Ending Balance	12,000.00 5,498,802.71 0.00	23,814.84 4,881,623.32 0.00	(11,814.84) 617,179.39 0.00	11.2%
Fund Expenditures:	5,510,802.71	4,905,438.16	605,364.55	11.0%
Fund Excess/(Deficit):	0.00	(1,355,653.10)		

City Of Stevenson		Time: 17:2		16/2025
			Page:	19
415 Cascade Avenue Utility Improvements		_	01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	100.0%
390 Other Financing Sources	164,683.00	26,513.00	138,170.00	83.9%
397 Interfund Transfers	3,550.00	2,134.00	1,416.00	39.9%
Fund Revenues:	168,233.00	28,647.00	139,586.00	83.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	168,233.00	77,647.30	90,585.70	53.8%
999 Ending Balance	0.00	0.00	0.00	100.0%
Fund Expenditures:	168,233.00	77,647.30	90,585.70	53.8%
Fund Excess/(Deficit):	0.00	(49,000.30)		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025 20
420 Cascade Avenue Mitigation Fund			01/01/2024 To: 12	/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 397 Interfund Transfers	19,550.00 0.00	19,550.00 0.00	0.00 0.00	0.0% 100.0%
Fund Revenues:	19,550.00	19,550.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	19,550.00	0.00	19,550.00	100.0%
Fund Expenditures:	19,550.00	0.00	19,550.00	100.0%
Fund Excess/(Deficit):	0.00	19,550.00		

2021	DODOLIIOUIION			
City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	16/2025/16/ 21
500 Equipment Service Fund			01/01/2024 To: 12	2/31/2024
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	84,171.92	84,171.92	0.00	0.0%
340 Charges For Goods & Services	231,000.00	255,471.02	(24,471.02)	0.0%
360 Interest & Other Earnings	0.00	1,637.65	(1,637.65)	0.0%
390 Other Financing Sources	500,000.00	515,550.00	(15,550.00)	0.0%
Fund Revenues:	815,171.92	856,830.59	(41,658.67)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	181,128.85	190,539.42	(9,410.57)	0.0%
591 Debt Service	29,000.00	11,854.21	17,145.79	59.1%
594 Capital Expenditures	580,000.00	552,115.81	27,884.19	4.8%
999 Ending Balance	25,043.07	0.00	25,043.07	100.0%
Fund Expenditures:	815,171.92	754,509.44	60,662.48	7.4%
Fund Excess/(Deficit):	0.00	102,321.15		

City Of Stevenson		Time: 17:2	28:57 Date: 01/ Page:	/16/2025 22
630 Stevenson Municipal Court			01/01/2024 To: 12	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances 380 Non Revenues	0.00 0.00	0.00 5,211.29	0.00 (5,211.29)	100.0% 0.0%
Fund Revenues:	0.00	5,211.29	(5,211.29)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expeditures 999 Ending Balance	0.00 0.00	5,211.29 0.00	(5,211.29) 0.00	0.0% 100.0%
Fund Expenditures:	0.00	5,211.29	(5,211.29)	0.0%
Fund Excess/(Deficit):	0.00	0.00		

# 2024 BUDGET POSITION TOTALS

### City Of Stevenson

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Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Expense Fund	3,217,438.28	3,262,384.47	0.0%	3,217,438.28	1,425,321.61	56%
010 General Reserve Fund	344,042.65	354,785.42	0.0%	344,042.65	0.00	100%
020 Fire Reserve Fund	1,927,519.12	1,989,737.01	0.0%	1,927,519.12	0.00	100%
030 ARPA	298,313.00	298,313.00	0.0%	298,313.00	298,313.00	0%
100 Street Fund	914,118.93	818,487.06	10.5%	914,118.93	814,664.45	11%
103 Tourism Promo & Develop Fund	1,871,290.01	2,155,817.31	0.0%	1,871,290.01	714,352.44	62%
105 Affordable Housing Fund	22,455.62	22,250.75	0.9%	22,455.62	0.00	100%
107 HEALing SCARS Fund	10,246.39	10,436.64	0.0%	10,246.39	0.00	100%
300 Capital Improvement Fund	285,030.70	320,487.60	0.0%	285,030.70	34,081.34	88%
311 First Street	1,049,221.00	618,071.18	41.1%	1,049,221.00	1,003,375.78	4%
312 Columbia Ave	0.00	0.00	100.0%	0.00	0.00	100%
313 Park Plaza Fund	382,252.00	118,551.04	69.0%	382,252.00	118,551.04	69%
314 Lasher Street Improv. Fund	355,000.00	1,393.90	99.6%	355,000.00	39,143.74	89%
400 Water/Sewer Fund	4,506,360.38	4,513,522.56	0.0%	4,506,360.38	2,246,770.74	50%
406 Wastewater Short Lived Asset Re	s. 108,895.00	108,895.00	0.0%	108,895.00	0.00	100%
408 Wastewater Debt Reserve Fund	61,191.00	61,191.00	0.0%	61,191.00	0.00	100%
410 Wastewater System Upgrades	5,510,802.71	3,549,785.06	35.6%	5,510,802.71	4,905,438.16	11%
415 Cascade Avenue Utility Improven	n 168,233.00	28,647.00	83.0%	168,233.00	77,647.30	54%
420 Cascade Avenue Mitigation Fund	19,550.00	19,550.00	0.0%	19,550.00	0.00	100%
500 Equipment Service Fund	815,171.92	856,830.59	0.0%	815,171.92	754,509.44	7%
630 Stevenson Municipal Court	0.00	5,211.29	0.0%	0.00	5,211.29	0%
	21,867,131.71	19,114,347.88	12.6%	21,867,131.71	12,437,380.33	43.1%

#### City Of Stevenson

#### CHECK REGISTER

#### 01/01/2025 To: 01/31/2025

Time: 17:42:31 Date: 01/16/2025 Page: 1

Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
68	01/16/2025	Claims	1	18384	Association of WA Cities	990.00	AWC City Membership
69	01/16/2025	Claims	1	18385	Black Lab Excavation, LLC	786.20	Stafford Gravel Water Service; Stafford Gravel Water Service
70	01/16/2025	Claims	1	18386	CenturyLink	99.97	Jan 2025 Statement; Jan 2025 Statement
71	01/16/2025	Claims	1	18387	HD Fowler Company	1,856.40	SO#O8411035; SO#O8411042
72	01/16/2025	Claims	1	18388	Office of State Treasurer-Cash Mgmt Di	27.87	January 2025 Remittance
73	01/16/2025	Claims	1	18389	.,	3,816.24	Jan 2025 Statement; WW Improvements
74	01/16/2025	Claims	1	18390	RTC SW Regional Transportation Co	800.00	2025 Membership
75	01/16/2025	Claims	1	18391	SBRK Finance Holdings Inc	19,392.84	2025 Annual Springbrook Contract
76	01/16/2025	Claims	1	18392	Sea-Western Inc	6,696.25	INV38514; Helmets; 1/10 Statement; 1/6/25 Statement
77	01/16/2025	Claims	1	18393	Skamania County Treasurer	27,338.64	Jan 2025 Remittance; January 2025 Remittance
78	01/16/2025	Claims	1	18394	US Bank Voyager Fleet Systems	57.75	2025 Purchase on December 2024 Statement
79	01/16/2025	Claims	1	18395	US Bank	1,157.19	1/6/2024 Statement - 13th Month - 4631; 1/6/2025 Statement - 8023
80	01/16/2025	Claims	1	18396	US Postmaster	377.54	Postage for Ballot Measure Informational Flyer
81	01/16/2025	Claims	1	18397	Vestis	32.32	1/2/2025 Statement; 1/9/2025 Statement
82	01/16/2025	Claims	1	18398	Washington Cities Insurance Authority	164,894.00	2025 Member Assessment
83	01/16/2025	Claims	1	18399	Wave Division Holdings LLC	231.55	Jan 2025 Statement WWTP; Jan 2025 Statement Fire Hall
		100 Stree 103 Touri	ral Expense F t Fund sm Promo & r/Sewer Fund	Develop		86,580.73 17,961.44 316.20 109,286.18	

410 Wastewater System Upgrades

- 500 Equipment Service Fund
- 630 Stevenson Municipal Court

- Claims: 228,554.76

180.77

28.51

14,200.93

424

<sup>228,554.76</sup> 

				CHECK	REGISTER				
City Of Steven	son					Time:	17:42:31	Date:	01/16/2025
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Trans Date	Туре	Acct #	Chk #	Claimant		An	nount Memo	)	

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

Clerk Treasurer: \_\_\_\_\_ Date:\_\_\_\_\_

Claims Vouchers Reviewed By:

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Auditing Committee (Councilmembers or Mayor)

# City Of Stevenson

# CHECK REGISTER

#### 12/20/2024 To: 12/31/2024

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Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
3288	12/31/2024	Claims	1	EFT	US Bank	11,854.21	Local Programs Bond Semi-Annual Payment
3298	12/31/2024	Claims	1	EFT	Department of Revenue	7,639.45	Dec 2024 Excise Taxes
3299	12/31/2024	Claims	1	18336	A&J Select	10.75	Dec 2024 Statement
3300	12/31/2024	Claims	1	18337	ASI	24,987.28	Lower Shop Reroof - Asbestos Abatement
3301	12/31/2024	Claims	1	18338	Ajax Northwest LLC	106,287.20	First Street Overlook
3302	12/31/2024	Claims	1	18339	BSK Associates	3,295.50	Compliance Testing: 12/31/2024 Statement; 12/31/24 Statement; WW Lab Testing
3303	12/31/2024	Claims	1	18340	Board For Volunteer Firefighters	3,900.00	2025 Fire Fighter Pension Fees
3304	12/31/2024	Claims	1	18341	CGTA		2025 CGTA Funding
3305	12/31/2024	Claims	1	18342	Cascade Columbia Distribution		12/30/24 Statement
3306	12/31/2024	Claims	1	18343	Centurylink Comm Inc		320154272 12.19.24
3307	12/31/2024	Claims	1	18344	City of Hood River		Sludge Hauling Nov 2024
3308	12/31/2024	Claims	1	18345	Columbia Hardware Inc		12/31/2024 Statement
3309	12/31/2024	Claims	1	18346	DOWL, LLC		First Street Overlook
3310	12/31/2024	Claims	1	18347	Day Wireless Systems Day		Radio Install
3310	12/31/2024	Cialitis	1	10347	Management Corporation	030.03	
3311	12/31/2024	Claims	1	18348	DeVaul Publishing	77 70	12/31/24 Statement
3312	12/31/2024	Claims	1	18349	Gorge Auto Parts Inc		12/17/2024 Statement; 12/24/2024 Statement
3313	12/31/2024	Claims	1	18350	Grainger	167 91	Lower Shop Pilot Assembly
3314	12/31/2024	Claims	1	18351	Grayling Engineers		Cascade Ave Utility Improvements; Hegewald Well - Corrosion
							Control; Long Term Water Supply
3315	12/31/2024	Claims	1	18352	Gregory Scott Cheney		Missed Cheney Payment
3316	12/31/2024	Claims	1	18353	H2Oregon		WWTP
3317	12/31/2024	Claims	1	18354	Ironclad Company		11/22/2024 Invoice -Plows
3318	12/31/2024	Claims	1	18355	Jammie's Environmental Inc	4,308.00	Sludge Hauling Dec 2024
3319	12/31/2024	Claims	1	18356	Kilmer, Voorhees & Laurick P.C.	3,517.93	WW System Upgrades Counsel; December 2024 Legal Services
3320	12/31/2024	Claims	1	18357	Kimball Midwest	493.04	12/16/2024 Statement
3321	12/31/2024	Claims	1	18358	Kitchen Electric LLC	2,807.44	Street Light Repairs- reissue
3322	12/31/2024	Claims	1	18359	Main Street - Singh	1,690.72	12/30/24 Statement; 12/4/24 Statement
3323	12/31/2024	Claims	1	18360	Motorola	2,812.38	Pagers
3324	12/31/2024	Claims	1	18361	One Call Concepts Inc	10.53	Dec 2024 statement
3325	12/31/2024	Claims	1	18362	Optimist Printers LLC	49.51	Tax Due on previous purchase
3326	12/31/2024	Claims	1	18363	PUD No 1 of Skamania County	8,664.65	12/15/2024 Statement; 12/15/2024 Statement; 12/15/2024 Statement; 12/15/2024 Statement; 12/15/2024 Statement; 12/15/2024 Statement; 12/15/2024 Statement
3327	12/31/2024	Claims	1	18364	RADCOMP Technologies	550 04	WWTP Improvements
3328	12/31/2024	Claims	1	18365	Ricoh USA Inc		Dec 2024 Statement
3329	12/31/2024	Claims	1	18366			E26/C21 Equipment; Turnouts; Hoods, Helmets, Tics; Hoods, Helmets, Tics; Helmets; FLIR, Lights, hose; Turnouts; 11/2024 Statement
3330	12/31/2024	Claims	1	18367	Skamania County Building Division	9,636.22	Dec 2024 Passthrough Fees
3331	12/31/2024	Claims	1	18368	Skamania County Chamber of Commerce	29,116.31	2024 Christmas in the Gorge TAC Reimbursement; December 2024 Chamber Reimbursement for
							426

#### City Of Stevenson

#### CHECK REGISTER

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City		11		1'	2/20/2024 To: 12/31/2024	TIME: T7.	Page: 2
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Trans	Date	Туре	Acct #	Chk #	Claimant	Amount	Memo
3332	12/31/2024	Claims	1	18369	Skamania County Community Events & Recre	26,745.00	2025 TAC Reimbursement for County
3333	12/31/2024	Claims	1	18370	Skamania County Probation	570.00	December 2024 Probation Costs
3334	12/31/2024	Claims	1	18371	Skamania County Treasurer		Jan 2025-13th Month Remittance
3335	12/31/2024	Claims	1	18372	Stellar J Corporation	30,184.41	WWTP Construction
3336	12/31/2024	Claims	1	18373	Timothy Charles Shell	3,108.00	Shell - Development Review & Eng; Shell - Development Review & Eng
3337	12/31/2024	Claims	1	18374	Tripepi, Smith & Associates	3,498.75	Ballot Measure
3338	12/31/2024	Claims	1	18375	US Bank Safekeeping	32.00	Custody Charges Dec 2024
3339	12/31/2024	Claims	1	18376	US Bank Voyager Fleet Systems	293.05	December 2024 Statement - 2024 purchases
3340	12/31/2024	Claims	1	18377	US Bank	10,732.57	1/6/2025 Statement - 4631; 1/6/2025 Stmt. 13th Month- 8023; 1/6/25 Stmt - 13th month - 2311
3341	12/31/2024	Claims	1	18378	Van Pelt Inc	22,509.30	Lower Shop Reroof
3342	12/31/2024	Claims	1	18379	Vancouver Defenders	408.32	Public Defender - Katherine Kauffman
3343	12/31/2024	Claims	1	18380	Verizon Wireless	501.47	November 2024 Statement; December 2024 Statement
3344	12/31/2024	Claims	1	18381	Vestis	32.32	Statement 12/19/24; 12/26/24 Statement
3345	12/31/2024	Claims	1	18382	Wallis Engineering PLLC	79,179.53	WWTP Construction Phase Services; Lasher Street Improvements - Design; WW Collection System (EDA/USDA)
3346	12/31/2024	Claims	1	18383	Wave Division Holdings LLC	269.66	12/20/24 Statement WWTP
		001 Gene	ral Expense F	und		117,365.38	
		100 Stree				5,372.84	
		103 Touri	sm Promo &	Develop	Fund	60,942.69	
		311 First S				110,824.01	
			er Street Impr			8,358.59	
			r/Sewer Fund			36,432.42	
			ewater Syster			101,556.29	
			ide Avenue L		rovements	12,272.10	
		500 Equip	oment Service	e runa		74,148.70	Claims: 527,273.02
						527,273.02	

427

				CHECK	REGISTER				
City Of Stevenso	n					Time:	17:42:59	Date:	01/16/2025
			1	2/20/2024	To: 12/31/2024			Page:	3
Trans Date	Туре	Acct #	Chk #	Claimant		An	nount Memo	)	

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

Clerk Treasurer: \_\_\_\_\_ Date:\_\_\_\_\_

Claims Vouchers Reviewed By:

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Signed:\_\_\_\_\_

Auditing Committee (Councilmembers or Mayor)