

AGENDA
CITY OF STEVENSON COUNCIL MEETING
September 19, 2024
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 <https://us02web.zoom.us/j/88975507011> or via YouTube at <https://www.youtube.com/channel/UC4k9bA0IEEvsF6PSoDwjJvA/>

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) *Public Comments Received

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].*

a) *9/16 changes include:

- Additional public comments (item 2a)
- Added memo from staff regarding the Sewer Ordinance Update (item 8a)
- Removed item 4e from the Consent Agenda at the request of Councilmember Cox (item 10f)
- Added Housing Programs Reports for August and September 2024 (item 11a)
- Added Legal memo to council (item 11c)

b) **9/17 changes include:

- Added memo from staff regarding scope of work for consulting services (item 9c)

-Added memo from staff regarding recent issues regarding building permit fees in CloudPermit (item 10c)

-Added Approval of Lasher Street Agreement (item 10g)

c) ***9/19 changes include:

-Added Financial Reports (item 11d)

-Added September Vouchers (item 13a)

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) **Liquor License Renewal** - El Rio Texicana

b) **Special Occasion Liquor License Application** - Friends of Stevenson Library/No. Bonneville Community Center at the Library on October 5 from 6-8pm.

c) **Water Adjustment** - Christian River Parsonage (meter No. 405800) requests a water adjustment of \$223.36 for a water leak which they have since repaired.

d) **Approve Resolution 2024-441 Personnel Policy Update** - City Administrator Leana Kinley presents a resolution revising the personnel policy for council consideration. The changes include the addition of a job description for Fire Chief and neutralizing all gender references.

e) **Minutes** of July 18th and August 7th 2024 Regular Council Meetings, August 5th, 21st, 22nd, 28th, September 10th and 11th 2024 Special Council Meetings.

MOTION: To approve consent agenda items a-e.

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. No staff representative will be present at the meeting.

6. PRESENTATIONS FROM OUTSIDE AGENCIES:

a) **Chamber of Commerce** - Angie Martin, Skamania County Chamber of Commerce Executive Director, will be present to discuss activities for the past quarter.

7. PUBLIC HEARINGS:

- a) **Ordinance 2024-1221 Assuming the Rights, etc. of the Stevenson Transportation Benefit District - First Reading** - City Administrator Leana Kinley presents the staff memo and ordinance 2024-1221 for assumption of the rights, powers, functions, and obligations of the Stevenson Transportation Benefit District.

MOTION: To approve ordinance 2024-1221 assuming the rights, powers, functions, and obligations of the Stevenson Transportation Benefit District pursuant to RCW 36.74 [as presented/with changes as discussed]. OR No motion and it moves to the October 17th meeting for a second reading.

8. SITUATION UPDATES:

- a) ***Sewer Ordinance Update** - Staff presents a memo regarding the proposed ordinance as discussed at the August 7th meeting for council discussion and direction.

9. UNFINISHED BUSINESS:

- a) **Discuss Communications Support** - City Administrator Leana Kinley presents the attached staff memo regarding outside communications support for council discussion and staff direction.
- b) **Discuss Changes to Park Plaza Interlocal Agreement** - A copy of the current interlocal agreement regarding the use of the courthouse lawn for a park plaza is attached for council discussion.
- c) ****Discuss Scope of Work for Recruitment Consultant Services** - City Administrator Leana Kinley presents a staff memo regarding a scope of work for consultant services based on the council discussion at the September 11th council meeting for council discussion and consideration.

10. COUNCIL BUSINESS:

- a) **Discuss Utility Billing Issue** - City Administrator Leana Kinley presents the attached staff memo for council discussion.
- b) **Discuss Scan and Toss Policy** - City Administrator presents the attached resolution adopting a scan and toss policy for council discussion.
- c) ****Discuss Building Permit Fees and CloudPermit** - City Administrator Leana Kinley presents a staff memo regarding recent issues discovered regarding building permit fees and CloudPermit.
- d) **Discuss Roofing of Lower Public Works Shop** - Public Works Director Carolyn Sourek presents the attached memo regarding roofing the lower public works shop for council discussion and consideration.

- e) **Preliminary 2025 Budget** - City Administrator Leana Kinley will present a staff memo and preliminary 2025 budget for council review and discussion.
- f) ***Approve Resolution 2024-442 Authorizing Road Closure** - Public Works Director Carolyn Sourek presents the resolution regarding temporary road closure for road repair in Chinidere.

MOTION: To approve resolution 2024-442 authorizing the temporary closure of a road to ensure public safety.

- g) ****Approve Agreement with Wallis Engineering for Lasher Street Project** - Community Development Director Ben Shumaker requests council approval of the Agreement with Wallis Engineering for design phase services for a cost not to exceed \$265,531.

MOTION: To approve the Local Agency Consultant Agreement with Wallis Engineering for the Lasher Street Project for a cost not to exceed \$265,531.

11. INFORMATION ITEMS:

- a) ***Housing Programs Report** - The report for the prior and current months on housing services provided by Washington Gorge Action Programs in Skamania County is enclosed for council information.
- b) **Planning Commission Minutes** - Minutes are attached from the Planning Commission meeting for the prior month.
- c) ***Memo to Council** regarding roles and responsibilities from City Attorney Robert Muth.
- d) *****Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review.

12. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) Ben Shumaker, Community Development Director
- b) Carolyn Sourek, Public Works Director
- c) Leana Kinley, City Administrator

13. VOUCHER APPROVAL:

- a) *****August 2024 payroll and September 2024 AP checks** have been audited and are presented for approval. August payroll checks totals \$138,459.79 which includes EFT payments. September 2024 AP checks 18044 thru 18107 total \$646,701.76, which includes EFT payments. The AP check register with fund transaction summary is attached for review.

MOTION: To approve the vouchers as presented.

14. MAYOR AND COUNCIL REPORTS:

15. 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.]*

a) Attached is a list of items staff is working on for future meetings.

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

17. ADJOURNMENT - Mayor will adjourn the meeting.

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UPCOMING MEETINGS AND EVENTS:

- Thursday, September 26th, 6pm Special City Council Meeting
- Monday, October 14th, 6pm, Planning Commission Meeting
- Thursday, October 17th, 6pm, Regular City Council Meeting



Anders Sorestad <anders@ci.stevenson.wa.us>

Interim City Manger

Mitch Patton <nwtsrinc@gmail.com>

Sat, Sep 14, 2024 at 1:36 PM

To: City of Stevenson <citycouncil@ci.stevenson.wa.us>

Cc: Leana Kinley <leana@ci.stevenson.wa.us>, Ben Shumaker <ben@ci.stevenson.wa.us>, Scott Anderson <scott.anderson@ci.stevenson.wa.us>, planningcommissioners <planningcommissioners@co.skamania.wa.us>

City Council Members,

I am writing today regarding the interim city manager position. At your last meeting, the council voted to split the city manager's responsibilities between two all ready overloaded city staff members who recently requested to keep City Hall closed on Fridays. This was approved by the council to allow the doors to remain closed on Fridays while giving the overloaded staff an undisturbed day to catch up on necessary tasks to keep city permitting and business flowing in a timely manner.

So, my question is: why would the council now overburden that same city staff even further by adding the full duties of the city manager to their workload? Scott Anderson had suggested appointing an interim manager from an outside agence this is a common practice in city and county governments. but at your last meeting you voted to not seek outside help, I truly believe you need to revisit the decision to place this responsibility of the city manager on the city staff who already need one full day each week to focus on keeping city business running smoothly. Please don't overload the staff more than they already are.you only have less than 2 weeks to correct your decision to overload staff even more than they already are today

I also think it was Caralin in Public Works who said it best a few times now: the city has gone unmanaged correctly for so long, it's no wonder the sewer failed. This is a huge reason to bring in fresh eyes to see how a small city can be run properly and efficiently. In fact, it may have been a blessing that Leana chose to take on new work and leave the City of Stevenson on such short notice, especially right at budget time. It almost feels like that decision was calculated to me and not something I would consider an act of someone who truly cared about the citizens of stevenson washington whatsoever or she could have stayed longer to a sure her position was filled with a qualified person and that the transition for the new city manager would go over smoothly not a 30 day notice i will be gone at the end of the month and have fun with that budget for next year. not very professional at all.

Thank you for your time

SEEK

OUTSIDE MANAGEMENT

PLEASE ADD TO PUBLIC COMMENT AT YOUR NEXT MEETING

--

Mitch Patton 360-903-9040

"Never give up, for that is just the place and time that the tide will
turn."

- Harriet Beecher Stowe, from "Oldtown Folks"



Anders Sorestad <anders@ci.stevenson.wa.us>

Ben Shumaker and Ryan Taylor

Perry Colburn <perryleecolburn@gmail.com>

Mon, Sep 9, 2024 at 4:52 PM

To: City of Stevenson <citycouncil@ci.stevenson.wa.us>, leana@ci.stevenson.wa.us

Dear Stevenson City Council:

I just finished reading City Manager Leana Kinley's memo online that concerns your upcoming Wednesday night meeting. I am surprised, but yet not surprised, that it would be put before you to hire Ben Shumaker as your interim city manager. Skamania County is known for ignoring the huge 3000 pound gorilla in the room. If you want specifics of what I am talking about, read what Nick Hogan, your former city manager, wrote about Mr. Shumaker. I am including my copy as part of this email.

From talking with folks around the community and spending time at one of our local watering holes, Walking Man, it's a matter of common public knowledge that the problems Mr. Hogan wrote about in 2017 haven't gone away and still exist to this very day. This is why you would be making a huge mistake putting Mr. Shumaker in as your city manager for even a few days. Why give someone who lacks "common sense" more control and power over citizens?

I hope and pray that you DO NOT put Mr. Shumaker temporarily into the role of city manager. While I am at it, I also hope and pray that when you negotiate with the Sheriff's Department over what you will pay them for police services, that you require that any deputy on the Brady List, NOT patrol any of your city streets. This would provide protection to your citizens; protection I was not given when when I had the misfortune of having two bad interactions with Mr. Taylor, one while walking my dogs alone in an open field during COVID, and the other time when he gave me a citation because he didn't like my lighted "Waymire for Sheriff" sign. The first citation was dropped, and I beat the other one in court while representing myself.

I know all about people who hold positions of power who should not.

Please make these comments, as well as the two attachments about Mr. Shumaker and the Brady List deputy, part of the official public record by including them in your city council packet update.

Perry Colburn
North Bonneville

2 attachments

Ben Shumaker-Nick Hogan's Written Direction.pdf
272K

What Adam Kick thinks of Sgt. Ryan Taylor.pdf
59K



City of Stevenson

(509) 427-5970

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

To: Ben Shumaker

Date: May 10, 2017

Re: **Written Direction**

You do great work for the City most of the time Ben, and I appreciate your input and help with the many areas outside of planning that you help with. Your work facilitating the fire hall site selection process was outstanding. You are currently heading up grant and funding opportunities for our sewer plant expansion, which I also greatly appreciate. I am concerned, however, about one specific issue – your apparent lack of concern for the consequences of saying “no” or otherwise denying a citizen request. As the Planning Director for the City of Stevenson, you are not an autonomous agency but a representative of the City of Stevenson. Your decisions reflect not just on the Planning Department, but on the City.

I’m asking you to interpret all rules with a strong dose of common sense, and to be more sensitive to how you say “no” when you have to say it. You go out of your way to give great customer service most of the time, but occasionally take a stance on a technical issue that we end up losing on appeal. Significant portions of your administrative decision in regard to the Remi Short Plat were overturned by the Hearings Examiner. The applicants (Lasher LLC) met with the Mayor and me to complain about what they perceived as unreasonable decisions you made, which were then overturned by the Hearings Examiner. Having a planning decision overturned on appeal causes the City to incur unnecessary legal fees, but more importantly damages the City’s reputation with our citizens.

In the three years I’ve worked for the City of Stevenson, your decisions have been formally appealed three times and we have lost all three appeals (or the significant portions of them). Please take the following actions with regard to decisions you make in the future:

1. You have a reputation for being overly rigid in your interpretation and enforcement of the rules. Please make a conscious effort to improve this perception. If you’re not sure whether or not a rule or law applies, check with the City Attorney before enforcing it.
2. All decisions are to be made with a strong dose of common sense. If a rule applies, of course we need to follow it. But if the rule doesn’t apply, rely on common sense and try to err on the side of the customer (citizen) when in doubt.
3. Most importantly, be more sensitive to how you work with our citizens when the rules or good practice require you to say “no”. Our citizens need to know that you will work with them when you can. Request pre-meetings for large projects such as short plats and BLA’s so that we can help the customer as much as possible. Similarly, request meetings with applicants when possible before issuing a final decision when the decision adversely affects them. (i.e. to explain to the customer the direction you are heading and why, and to give them a chance to provide additional information that might change your decision).

You are a very knowledgeable planner Ben and an exceptionally smart person, but you have an increasing number of citizens dissatisfied with you. Their dissatisfaction with the planning department reflects negatively on their perception of the City as a whole. I am confident you can reverse this trend by being more sensitive to the needs of our citizens, the importance of making sure they know you are trying to work with them, and ruling against a citizen only when it is required by rule or law or clearly in the City's best interest to do so. It is not enough to give them excellent technical answers to their questions – they need to know that you care about them and are doing everything you can to work with them.

Sincerely,



Nick Hogan, City Administrator



PROSECUTING ATTORNEY

ADAM N. KICK, PROSECUTOR

Memorandum Regarding Potential Impeachment Information

Deputy Ryan Taylor was previously employed as a Clark County Sheriff's Deputy. While employed by Clark County Sheriff's Office (CCSO), Deputy Taylor was investigated for using the ACCESS and MDC databases for his personal use in 2008 and 2011. Deputy Taylor was also investigated for using his CCSO issued Ford Expedition vehicle from March 2009 – March 2011 for personal use that was beyond de minimus, including transporting his children in that vehicle in violation of CCSO policy. Deputy Taylor was also investigated for using his CCSO issued mobile phone to make personal calls in 2009 – 2011 without accounting for and reimbursing the CCSO. During the Internal Affairs investigation, Deputy Taylor admitted to using the databases for personal reasons, admitted to some personal use of his vehicle, and admitted to making personal calls on his CCSO mobile phone. The CCSO found that the allegations were "sustained." Deputy Taylor was terminated by CCSO in July of 2011. A reasonable person could conclude based on the findings of the IA investigation that Deputy Taylor was dishonest in the performance of his duties as a CCSO deputy.

If you have any questions regarding any of these issues, please contact me.

A handwritten signature in black ink, appearing to read "A. N. Kick", is written above the typed name.

Adam N. Kick
Prosecuting Attorney
Skamania County



park plaza AKA pipe dream.

1 message

Mitch Patton <nwtsrinc@gmail.com>

Thu, Aug 22, 2024 at 11:54 AM

To: City of Stevenson <citycouncil@ci.stevenson.wa.us>, planningcommissioners <planningcommissioners@co.skamania.wa.us>

Cc: Commissioners <commiss@co.skamania.wa.us>, David Waymire <davidw@co.skamania.wa.us>, Mandy Hertel <hertel@co.skamania.wa.us>, "Waters, Rep. Kevin" <kevin.waters@leg.wa.gov>, "Harris, Rep. Paul" <paul.harris@leg.wa.gov>, repar@saw.net, Leana Kinley <leana@ci.stevenson.wa.us>, Ben Shumaker <ben@ci.stevenson.wa.us>, Scott Anderson <scott.anderson@ci.stevenson.wa.us>

Good afternoon, everyone.

I'm writing again regarding the Park Plaza agenda, which seems to be an ongoing pipe dream for a few city staff members and Mayor Scott Anderson. As far as I can remember, this discussion has dragged on for over 14 years. In one of the recent city council meetings, it was clear that the council decided not to approve something with so many loose ends and unforeseen costs. That was a great decision. Thank you city council members for doing your jobs and keeping the city staff in check.

With that being said, let's take a step back and think this through. First and foremost, we are being warned by the federal government about the serious issues related to global warming and climate change. Many states, counties, and cities are facing a state of emergency every summer, if not all year round, due to a lack of rainfall associated with climate change and global warming. Adding a water feature to downtown seems completely off track given these circumstances. As city managers and planners, these are critical issues that should be on your radar. Planning for a water feature in a downtown area where water might be scarce in a few years is highly irresponsible and a misappropriation of tax dollars and grant money.

Let's also consider the water usage itself. How many gallons per day will this feature require? And where will that water go? If it drains into the storm system, will it end up in the new sewage treatment plant, costing taxpayers even more money now to treat the water they just paid for to be treated as drinking water? or will it flow untreated into the Columbia River? Either option seems equally problematic. As city planners, you should be considering that the water in these splash ponds will likely contain human urine and feces from children playing in it, adding another layer of concern that doesn't seem to be fully addressed.

I've also heard there are two ideas for water supply—either using city water or drilling a well. Using city water means it will already be treated, at the taxpayers' expense in the Stevenson Water District. Drilling a well, on the other hand, is costly and reflects further poor planning.

If you go with a filtering water system, how much will it cost per day to run the filter system, and what will the ongoing maintenance expenses be per year and when will

it need to be replaced? I know for a fact that just filtering and maintaining water in a swimming pool has become quite costly every year.

Finally, consider the location: children and senior citizens crossing a busy stretch of Highway 14 to reach the park is a terrible idea. I can't understand why, after the city council voted no on the grant funding and the Park Plaza project, the city manager , planner and mayor are still pursuing this pipe dream. Let's focus on maintaining what we have for the next few years then think about possible new things the city of Stevenson NEEDS not want. Let's face it the city has failed to maintain the parks and streets and sidewalks, sewer and water infrastructures for years now so put a stop to this pipe dream of a park plaza to attract more people into downtown stevenson and focus on what you can't seem to maintain already.

Please add this to public comment at
your next city council meeting as well as the BOCC meeting

--

[Mtch Patton 360-903-9040](tel:360-903-9040)

"Never give up, for that is just the place and time that the tide will
turn."

- Harriet Beecher Stowe, from "Oldtown Folks"

**CITY OF STEVENSON
RESOLUTION NO. 2024-441
A RESOLUTION OF THE CITY OF STEVENSON
REVISING THE PERSONNEL POLICY**

WHEREAS, the City has in place a personnel policy that needs updates based on recommendations from Washington Cities Insurance Agency and adding the Fire Chief job description; and

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

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

Key: ~~Strikethrough~~ means repealed. Underlined means new.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 19th day of September, 2024.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Exhibit A



City of Stevenson
Personnel Policy

Revised ~~November 16, 2023~~ September 19, 2024



City of Stevenson Personnel Policy

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City of Stevenson Personnel Policy

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City of Stevenson Personnel Policy

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 policies 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.



City of Stevenson Personnel Policy

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.



City of Stevenson Personnel Policy

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

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

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

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

Child: 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).

Class: 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.

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

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

Compensatory Time Off. Time off from work to compensate the employee for overtime worked.

Controlled Substance/Drugs: 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



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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.

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

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

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

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

Parent: Biological parent or someone who was “in loco parentis” a legal term meaning a person or entity that stands in place of a parent.

Regular Full-Time Employee: 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.

Regular Part-Time Employee: 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.

Retirement: 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: PERS 2

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



City of Stevenson Personnel Policy

Salary Range. 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.

Standby Pay: 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.



City of Stevenson Personnel Policy

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-workers 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.



City of Stevenson Personnel Policy

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



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

2.7 EMPLOYEE RECORDS

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

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

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

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

2.8 EMPLOYMENT REFERENCES

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



City of Stevenson Personnel Policy

CHAPTER 3: RECRUITING & HIRING

3.1 RECRUITING

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

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

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

3.2 HIRING

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

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

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

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

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



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

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

3.3 TEMPORARY EMPLOYEES

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

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

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

3.4 TRIAL PERIOD

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

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

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



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

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

3.5 EMPLOYMENT OF RELATIVES (NEPOTISM)

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

3.6 PROMOTIONS

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

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

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

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

New Trial Period: 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.



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CHAPTER 4: HOURS & ATTENDANCE

4.1 WORKING HOURS

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

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

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

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

4.2 HOURS OF WORK AND OVERTIME

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

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

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

Neither the federal FLSA nor the state Minimum Wage Act (Ch 49.46) requires payment of overtime for work on a holiday. It is the City's practice to allow on call field staff to charge a minimum of two (2) hours of overtime for any call outs when on call. When that call out is on a holiday the rate of pay will be double time and a half (2 ½) rather than overtime for all call outs on a holiday.



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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 his/her 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 his/her employees.

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

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

4.5 UNUSUAL CONDITIONS

WEATHER 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.

PANDEMIC 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



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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.



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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 1st.

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.



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5.3 CERTIFICATION PAY

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

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

Examples of certifications include:

- Wastewater Treatment Plant Operator Group II
- American Institute of Certified Planner Certification
- American Public Works Association Certified Public Works Professional-Supervision
- American Public Works Association Certified Public Works Professional-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.

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.



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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.

5.4 PAYDAYS AND PAY PERIODS

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

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

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

5.5 DEDUCTIONS

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

5.6 TRAVEL AND TRANSPORTATION REGULATIONS

Responsibilities: 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



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showing proof of payment will be required for all expense except for per diem meal reimbursements.

Travelers: 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.



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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.

5.7 COMPENSATION UPON TERMINATION

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

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



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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.



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CHAPTER 7: BENEFITS POLICY

7.1 RETIREMENT BENEFITS

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

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

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

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

7.2 DISABILITY BENEFITS (WORKERS COMPENSATION)

When an employee is absent for one or more days due to an on-the-job accident, ~~he/she~~ ~~is/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.

Coordination of Benefits: When the employee receives Workers Compensation benefits, ~~he/she~~ ~~is/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 ~~he/she/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 ~~he/she/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



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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

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

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

Termination, Retirement, Leave of Absence: 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.



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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.



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CHAPTER 8: LEAVES

8.1 VACATION LEAVE

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

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

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

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

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

8.2 SICK LEAVE

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



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

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

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

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

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

8.3 LEAVE WITHOUT PAY

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



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8.4 JURY AND WITNESS LEAVE

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

8.5 ADMINISTRATIVE LEAVE

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

8.6 MILITARY LEAVE

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



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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 care.
- 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.

Substitution of Paid Leave: 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.



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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.

Advance Notice and Medical Certifications: 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.

Periodic Reporting: 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.

Health Insurance: 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.

Other Insurance: 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.



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Couples Employed by Us: 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.

Determining Leave Availability: 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.

Leave Related to Pregnancy: 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 his/her/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 his/her/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 his/her/their accumulated vacation and sick leave.
- While an employee is using shared leave, he or she/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.



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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 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving	4 th 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 1st will receive 2 Personal Days, while those with a start date of July 1st 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 2½ times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by the department head. An employee substituting paid sick/vacation for unpaid FMLA leave is entitled to any holiday pay that would be normally paid.

Temporary employees will be paid at their regular straight-time rate for hours worked on a holiday.

8.11 RELIGIOUS HOLIDAYS

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her departments head's approval, take the day off using vacation, compensatory time, 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:



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Regular Part-Time Employees: 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.

Temporary Employees: Temporary employees are not eligible to receive benefits, including leaves other than Sick Leave, holidays and insurance.



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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 his/her assigned City job. Outside work will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

9.3 CODE OF CONDUCT

From time to time employees will be asked to participate in the selection, award or administration of a contract supported by federal and/or state grant funds. The employee shall NOT participate in the selection, award or administration of the contract if there is a conflict of interest, real or apparent, such as:

- The employee, elected official, or agent;
- Any member of his/her immediate family;
- His/her partner; or
- An organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

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



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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 #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 his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause. Except as noted in this policy, City employees are otherwise free to fully exercise their constitutional First Amendment rights.

For persons employed by the City in positions which are financed primarily by federal grant-in-aid funds, political activity will be regulated by the rules and regulations of the United States Civil Service Commission.

9.6 NO SMOKING POLICY

For health and safety considerations, the City prohibits smoking by employees in all City facilities, including City owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices.

9.7 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. We do not, however, assume responsibility for any theft or damage to the personal belongings of employees, and we reserve the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary.



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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 A-4 for policy, procedures and agreements regarding Cell Phones and A-9 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)

Gas Credit Cards – An employee whose job responsibilities would be facilitated by the use of a credit card will be assigned a gas credit card to be used in the day to day operations of his/her department. Cash Advances, purchases of food or other non-automotive related items are not authorized.

Other Credit Cards – 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.



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9.10 CONTACT WITH THE NEWS MEDIA

The City Administrator shall designate the person to be responsible for official contacts with the news media during working hours, including answering of questions from the media. The City Administrator may designate specific employees to give out procedural, factual or historical information on particular subjects.

9.11 DRIVER'S LICENSE REQUIREMENTS

As part of the requirements for certain specific City positions, an employee may be required to hold a valid driver's license with the appropriate endorsements. If an employee's license is revoked, suspended or lost, or is in any other way not current, valid, and in the employee's possession, the employee shall promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor. Depending on the duration and the employee's duties, the license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action, including termination. 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 his/her supervisor if a physical condition or medical treatment might impair their driving ability.

9.12 SOLICITATIONS

Most forms of selling and solicitations are inappropriate in the workplace. They can be an intrusion on employees and citizens and may present a risk to employee safety or to the security of City or employee property. The following limitations apply:

1. Persons not employed by us may not solicit, survey, petition, or distribute literature on our premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.
2. Employees may not solicit for any purpose during work time. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal or break periods. Soliciting employees who are on non-work time may not solicit other employees who are on work time. Employees may not distribute literature for any purpose during work time or in work areas. The employee lunchroom is considered a non-work area under this policy.



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9.13 SAFETY

The City Administrator recognizes the need for the development of safe working conditions and practices for every employee and desires to promote on-the-job safety by encouraging the proper design and use of buildings, equipment, tools, and other design and use of buildings, equipment, tools, and other devices. Responsibility for development, promotion and coordination of the safety program throughout the various City departments shall be a primary function of the supervisors of each department.

Administration of the adopted safety program is the responsibility of supervisors. Supervisors and employees should be constantly on the alert to observe and report unsafe working practices or existing hazardous working conditions with the aim of immediate correction. Each supervisor shall insure that the employees under his supervision are well acquainted with existing safety rules and shall make certain that the rules are uniformly enforced. Each employee will be personally responsible for keeping informed and being constantly aware of all the latest State Industrial Safety guidelines and Safety Policies as they are presented and/or approved by the City. Safety education of all employees shall be promoted by supervisors adhering to all safety rules. Any employee who habitually or purposely ignores or fails to comply with established safety rules, as outlined by the State Industrial agency or the City, will be subject to suspension, without pay, or dismissal as deemed necessary by the supervisor.

9.14 DRUG-FREE WORKPLACE

The City will strive to educate and increase employee awareness of the dangers of drug abuse in the workplace, the City's commitment to maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug violations in the workplace, and the City's commitment of support for employees undergoing treatment and rehabilitation for chemical dependencies.

The City recognizes maintenance of a drug-free workplace as essential to the safety and welfare of its employees and the public. This policy establishes programs and practices that promote and support a drug-free working environment and brings the City into compliance with the Drug-Free Workplace Act of 1988.

- The manufacture, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees are strictly prohibited.
- The use of prescription and over-the-counter drugs which compromise safety in the workplace or the quality of the employee's work product is prohibited. It is the employee's responsibility to check with his/her physician as to whether or not a prescription or over-the-counter drug will impair performance and to notify his/her supervisor of the physician's opinion.



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

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

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

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

9.15 DRUG & ALCOHOL TESTING POLICY & PROCEDURES

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

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

DEFINITIONS

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

Safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL:
 - (1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or



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- (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

SCOPE

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

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

PROHIBITED BEHAVIOR

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



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

- Alcohol concentration: Reporting for duty or remaining on duty while having a blood alcohol concentration of 0.04 or greater
- Alcohol Possession: Possession of alcohol while on duty or operating a commercial motor vehicle.
- On Duty Use of Alcohol: Use of alcohol while on duty. (This includes alcohol that may be in medications.)
- Pre-duty Use of Alcohol: Performance by an on-call employee of safety sensitive functions within four hours after using alcohol. If called out, pre-duty use of alcohol must be discussed with supervisor. If the on-call employee claims the ability to perform his or her safety-sensitive function, ~~he or she~~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



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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 full-time 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**



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

- Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.
- The City may request that a specific employee submit to a search of his/her person or possessions if the City has probable cause that the employee has any drugs and/or alcohol concealed in a particular place on City property.
- A medical Review Officer (MRO) shall be utilized to review and interpret positive test results. The MRO must examine alternate medical explanations for any confirmed positive test result. This action may include conducting a medical interview with the addicted employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.
- The City recognizes that a flexible approach will be necessary in handling violations of this policy. As a result, the measures taken in response to a particular violation will depend on a number of factors including the nature of the violation, the risks to health and safety created by the violation, the employee's willingness to take steps toward rehabilitation and the employee's length of service and employment record. **All employees should be aware that any violation, by any employee, may result in termination of employment.**
- Employees who violate this policy may be subject to progressive discipline. Normally, a first offense will result in requirement that the employee successfully complete a course of rehabilitation if such course is suggested by a counselor. An employee may be suspended during such rehabilitation depending on the facts of each case. Upon completion of a course of rehabilitation following a first offense, the employee will sign an agreement (form attached), agreeing to submit to random testing at the City's expense and on City time during the six calendar months following the employees return to work. During this period, failure to submit to the appropriate drug screen test will result in immediate termination. However, if there are mitigating circumstances and the employee has 2 yrs. of service with the City and a work record which is otherwise good, a second rehabilitation may be attempted. A third violation will result in immediate termination. See [Appendix A-1](#) for agreement.
- 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.



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

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

FMCSA Drug Testing Exceptions

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

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

Reasonable Suspicion Testing

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

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

Post-Accident Testing

DOT FMCSA Procedures

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



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Fatal Accidents

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

Non-fatal Accidents

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

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

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

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

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

Random Testing

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

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



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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.



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

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

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



City of Stevenson Personnel Policy

DOT-FMCSA CLEARINGHOUSE

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

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

Drivers are not required to register for the Clearinghouse. However, a driver will need to be registered to provide electronic consent in the Clearinghouse if a prospective or current employer needs to conduct a full query of the driver's record. A driver must also be registered to electronically view the information in his or her own Clearinghouse record. Any covered employee refusing to provide consent (See Appendix A-13) for the company to conduct a limited query of the Clearinghouse will be prohibited from performing 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.



City of Stevenson Personnel Policy

VOLUNTARY SELF-REFERRAL

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

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

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



City of Stevenson Personnel Policy

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 his/her supervisor prior notice of such use and/or efficient work performance.
31. Possession of explosives or weapons on the premises or at any job site.
32. Conviction of a gross misdemeanor or felony.

10.2 POSSIBLE DISCIPLINARY ACTIONS

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

1. Oral Warning.
2. Written Reprimand.
3. Suspension
4. Demotion.
5. Termination.

Progressive discipline is the preferred alternative when appropriate. This system gives the employee an opportunity to correct problems. The choice of what discipline to apply in any particular case is solely the City's. Employees who are exempt from overtime laws will not be suspended without pay for disciplinary purposes for periods less than a full workweek, unless the infraction involves violation of safety rules of major significance. Serious misconduct may result in immediate discharge of any employee.

Employees shall comply with all existing rules that are not in conflict with the express terms of this policy, provided that reasonable notice has been given of the existence of the rule. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the complaint procedure. The City will make a good faith effort to enforce rules uniformly. (Supervisors reference [Appendix A-2](#) 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



City of Stevenson Personnel Policy

finalized. Thorough investigation is critical to comply with all constitutional safeguards and rules of just cause.

In the event a supervisor desires to terminate an employee, the employee shall be provided with a written notice of the recommendation for termination. The notice shall include an explanation for the charges on which the recommendation is based, and the time, place and date for a pre-termination hearing. If the employee fails or refuses to appear, the termination may proceed.

Pre-termination hearings will be presided over by the Mayor or a designated representative. The hearings are intended to be informal. The employee may show cause why ~~he/she~~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 ([Appendix A-3](#)).



City of Stevenson Personnel Policy

CHAPTER 11: COMPLAINT PROCEDURES

11.1 COMPLAINT PROCEDURES

The City recognizes that sometimes situations arise in which employees feel that they have not been treated fairly or in accordance with City policies. The complaint could be a dispute or misunderstanding between the employee and his/her direct supervisor concerning the application or interpretation of specific provisions of this policy. For this reason, the City provides its employees with procedures for resolving complaints. Use of this procedure will not reflect unfavorably on the employee or the employee's immediate supervisor.

Step 1: Employees should first try to resolve any problem or complaint with their supervisor.

Step 2: 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 complaint 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 agrees 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: _____



City of Stevenson Personnel Policy

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.



City of Stevenson Personnel Policy

Appendix # A-3

SEPARATION AGREEMENT (a)

This separation agreement (hereinafter referred to as "Agreement") is made effective _____, 20__ by and between the City of Stevenson and _____ (hereinafter referred to as the "Employee").

For and in consideration of the mutual covenants herein contained, the City of Stevenson and Employee agree as follows:

1. EMPLOYEE will separate active employment with the City of Stevenson effective _____, 20__.
2. The City of Stevenson will pay EMPLOYEE a total severance benefit of \$ _____, less required deductions upon the signing of this Agreement, equal to _____ month(s) of salary continuation. This severance payment will be payable over the three-month period, on the City of Stevenson's regularly scheduled pay periods. This payment is in lieu of all accrued salary, and benefits and continuation of EMPLOYEE'S salary, benefits, and any other matters to which EMPLOYEE might otherwise be entitled. EMPLOYER further agrees to provide EMPLOYEE with continued medical, dental and vision benefits under its current policies so long as EMPLOYEE is eligible under federal COBRA laws. If EMPLOYEE makes timely application for these COBRA benefits, EMPLOYER will pay the premium for these benefits, less any deduction for dependent coverage, for the period of salary continuation. After this period, for the remaining portion of the CORA benefits, EMPLOYEE will pay the premiums.
3. EMPLOYEE agrees that this severance benefit is not a benefit that he/she would otherwise be entitled to under existing employee benefit plans provided by the City of Stevenson. The severance payment will be made irrespective of whether EMPLOYEE accepts other employment or dies, and is subject to the usual federal income tax, social security, and any other applicable withholdings.
4. EMPLOYEE accepts the benefits specified herein in full payment and satisfaction of all his/her rights and interest relating to his/her employment with the City of Stevenson its affiliates, owners, directors, stockholders, agents, employees, and successors and assigns, from any and all claims, demands, and causes of action, which he/she now has or any manner arise out of his/her employment with, or separation from, the City of Stevenson. This release specifically covers, but is not limited to, any and all claims EMPLOYEE may have under federal, state, and local laws that prohibit discrimination in employment, any contract or tort claims arising under federal, state, or local law, and any claims under any express or implied contract or legal restriction on the City of Stevenson's rights to deal with employees. EMPLOYEE hereby covenants not to assert any such claims or causes of action.
5. EMPLOYEE represents that he/she has not filed any complaints, charges or lawsuits against the City of Stevenson with any governmental agency or any court, and that he/she will not do so at any time hereafter.
6. EMPLOYEE represents that he/she has read, considered, and fully understands this Agreement, and all its terms, and executes it freely and voluntarily.
7. EMPLOYEE acknowledges that he/she has had the opportunity to consult with his/her attorney prior to accepting this Agreement, and has had an adequate opportunity to do so.
8. EMPLOYEE agrees to maintain the confidentiality of this Agreement. EMPLOYEE agrees not to divulge the terms of this Agreement to, or discuss the events leading up to his/her separation from the City of Stevenson with, any person other than his/her attorney and members of his/her immediate family.
9. EMPLOYEE represents that in entering into this Agreement, he/she does not rely and has not relied upon any representation or statement made by the City of Stevenson or any of its employees or agents concerning this Agreement or Employee's separation from employment with the City of Stevenson.
10. It is understood and agreed that by entering into this Agreement, the City of Stevenson expressly denies that it has any legal liability in this matter. This Agreement is solely intended as the resolution of a disputed claim and may not be used by anyone as an admission of any kind by the City of Stevenson.
11. This Agreement is intended to constitute a full and final resolution of this matter. Interpretation of this Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorney's fees and costs.

EMPLOYEE Date

THE CITY OF STEVENSON

Mayor Date



City of Stevenson Personnel Policy

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. Separation of Employment. 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. Health Insurance. If EMPLOYEE makes timely application and remains eligible for such benefits, the City of Stevenson will provide EMPLOYEE and his/her dependents with continued medical, dental and vision benefits under its current health insurance policies for 18 months following the Separation Date (“COBRA” benefits). It is the intent of the parties that EMPLOYEE’s COBRA rights begin to run on the Separation Date.
4. Accrued Vacation and Floating Holidays. 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 from 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. Other Claims or Lawsuits. 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. No Admission. 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. Review and Revocation. 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.



City of Stevenson Personnel Policy

9. **Confidential Information.** 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. **Voluntary Execution.** EMPLOYEE represents that she has read, considered, and fully understands this Separation Agreement and all its terms, and executes it freely and voluntarily.
11. **Construction of Agreement; Governing Law.** 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. **No Representations.** EMPLOYEE represents that in entering into this Separation Agreement, 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 Separation Agreement.
13. **Confidentiality.** 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. **Remedies for Breach of Covenants.** 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 therewith) restraining EMPLOYEE from such breach or threatened breach. Nothing herein shall be construed as prohibiting the City of Stevenson from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from EMPLOYEE.
15. **Complete Agreement.** 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. **Amendment.** 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. **Titles.** 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, covenants or conditions of the Separation Agreement.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement as their free and voluntary act on the dates set forth below.

EMPLOYEE

Date

THE CITY OF STEVENSON

Mayor

Date



City of Stevenson Personnel Policy

Appendix # A-4:

CELL PHONE POLICY

PURPOSE

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



City of Stevenson Personnel Policy

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



City of Stevenson Personnel Policy

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.



City of Stevenson Personnel Policy

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.

Public Records Act – 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.



City of Stevenson Personnel Policy

RECEIPT OF THE CITY OF STEVENSON'S CELL PHONE USE POLICY

Please read the policy carefully to ensure that you understand the policy before signing this document.

I certify that I have received a copy of the City of Stevenson's Cell Phone Use Policy. I understand that it is my responsibility to read and comprehend this policy. I read and understand the content, requirements, and expectations of the Policy and I agree to abide by the Policy guidelines. I understand that if at any time I have questions regarding the Policy, I will consult with my immediate supervisor or the Personnel Office.

I agree to observe and follow the Cell Phone Use Policy. I understand that failure to abide by the policy could result in the loss of cell phone privileges and/or other disciplinary actions.

Employee Name (Signature)

Employee Name (Please Print)

Department

Date



City of Stevenson Personnel Policy

Appendix # A-5

City of Stevenson
Ordinance No. 879

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 from 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.



City of Stevenson Personnel Policy

- 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 from 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:
- Specifies the alleged retaliatory action; and
 - 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.



City of Stevenson Personnel Policy

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 and are made available to any employee upon request and are provided to all newly-hired employees. Officers, manager and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action, up to and including dismissal.
6. List of Agencies. The City Administrator will maintain a list of agencies responsible for enforcing federal, state and local laws and investigating other issues involving improper governmental action. Said list will be updated not less frequently than annually and copies thereof shall be made available to all employees. Employees having questions about these agencies or the procedures for reporting improper governmental action are encouraged to contact agencies shown on the list.

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

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Attorney for the City of Stevenson



City of Stevenson Personnel Policy

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

City of Stevenson
Mayor
Stevenson City Hall
PO Box 371
Stevenson, WA 98648
509-427-5970
City Attorney 509-427-5665

SKAMANIA COUNTY

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

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

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

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

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 Ecology
PO Box 47600
Olympia, WA 98504
360-459-6000

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

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

Washington State Department of
Community Development
9th & Columbia
MSGH-51
Olympia, WA 98504
360-725-2800

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



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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



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

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

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

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

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

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

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

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

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

Department of Transportation
Office of Inspector General
915 Second Avenue
Seattle, WA 98178
360-553-5720

Federal Emergency Management Agency
130 – 228th Street SW
Bothell, WA
360-487-4600

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

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

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

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

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

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

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



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Department of Veterans Affairs
Office of Inspector General
915 Second Avenue
Seattle, WA 98174
Fraud/Waste/Abuse Hotline
800-488-8244

Securities & Exchange Commission
Seattle, WA 98174
360-553-7990



City of Stevenson Personnel Policy

Appendix # A-7

Travel Reimbursement Request

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

Name: _____
Event: _____
Location: _____
Dates: _____

	<u>Paid by City</u>	<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 Council: _____	
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:	<u>\$0.00</u>	<u>\$0.00</u>

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



City of Stevenson Personnel Policy

Appendix # A-8

CITY ADMINISTRATOR

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

SUMMARY:

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

ESSENTIAL JOB DUTIES:

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

- Responsible for general governmental accounting, accounting systems, records, purchasing and payroll.
- Assist the Mayor in conducting all the city's business and performs such other duties and assumes such other responsibilities as the Mayor shall direct and as may be required by ordinances and resolutions passed by the City Council.
- Serve as the City's Clerk/Treasurer.
- Responsible for the preparation of monthly, quarterly, and annual fiscal reports.
- Monitor budgets.
- Generate information for other federal, state and local reports.
- Oversee issuance of debt, maintaining debt payments and debt ceilings.
- Oversee budget preparation and prepare final budget documents including preparation of financial forecasts for short- and long-term fiscal goals and conditions.
- Audit all City expenditures.
- Supervise all overall operations of the City.
- Interpret rules, policies, procedures of city functions and research data, laws, codes, regulations, and policies 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.



City of Stevenson Personnel Policy

- 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.



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- 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

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

Signature

Date



City of Stevenson Personnel Policy

PUBLIC WORKS DIRECTOR

POSITION: Public Works Director
REPORTS TO: 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.



City of Stevenson Personnel Policy

- 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.



City of Stevenson Personnel Policy

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 I (WWTPO I)

Water Distribution Manager I (WDM I)

POSSESSION OR ABILITY TO ACQUIRE WITHIN 5 YEARS OF EMPLOYMENT

Water Plant Operator II (WTPO II)

Wastewater Treatment Plant Operator II (WWTPO II)



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

Signature

Date



City of Stevenson Personnel Policy

COMMUNITY DEVELOPMENT DIRECTOR

POSITION: Community Development Director
REPORTS TO: City Administrator
EFFECTIVE DATE: June 21, 2018
FLSA STATUS: Exempt

SUMMARY:

Performs current and long-range planning functions related to the City's growth, development and change. Creates and facilitates programs and systems to improve the physical environment (public infrastructure, environmental protection, private investments), human/social capacity (public dialogue, civic involvement), and economic vitality of the community. Engages community stakeholders on emerging issues and relates community needs to City elected and appointed officials.

ESSENTIAL JOB DUTIES:

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

- Current Planning:
 - Act as ordinance administrator and ensuring compliance under SMC Title 16, Title 17, Title 18, and other/future ordinances as assigned.
 - Advise the public on City regulatory requirements.
 - Ensure that a comprehensive public record is developed and retained by the City through the carrying out of the required notices, reviews, assessments, and impact statements as authorized by the City.
- Long-Range Planning:
 - Develop programs (e.g. facilitative, informational, regulatory) necessary to implement the City's Comprehensive Plan.
 - Maintain compliance with state-mandated land use and environmental statutes.
 - Develop the community's capacity to engage in informed, shared decision-making.
 - 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.



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- 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 sitting, 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:



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- Local land use planning principles, practices and techniques.
- Environmental sciences.
- Computer literacy.
- City government functions, policies, rules and regulations.
- State planning statutes and general familiarity with legal foundations of planning.
- Research methods and sufficient technical/analytical skills to interpret and prepare data for planning studies and reports/recommendations pertaining to land use control and EIS.

PREFERRED QUALIFICATIONS:

Master's degree from an accredited college/university with a degree in land use planning, urban planning, geography, environmental studies or a closely related field
 American Institute of Certified Planners membership.

Working knowledge of:

- 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

Date



City of Stevenson Personnel Policy

DEPUTY CLERK/TREASURER

POSITION: Deputy Clerk/Treasurer
REPORTS TO: 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.



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- 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



City of Stevenson Personnel Policy

POSSESSION OR ABILITY TO ACQUIRE WITHIN 18 MONTHS OF EMPLOYMENT:

- First Aid & CPR Certification
- Notary Public Designation

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

Signature

Date



City of Stevenson Personnel Policy

UTILITIES CLERK

POSITION: Utilities Clerk
REPORTS TO: City Administrator
EFFECTIVE DATE: June 15, 2023
FLSA 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 receipting 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.



City of Stevenson Personnel Policy

- 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



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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

Date



City of Stevenson Personnel Policy

PLANNING AND PUBLIC WORKS ASSISTANT

POSITION: Planning and Public Works Assistant
REPORTS TO: City Administrator
EFFECTIVE DATE: June 15, 2023
FLSA 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.



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- 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.



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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

Date



City of Stevenson Personnel Policy

PUBLIC WORKS FIELD SUPERVISOR

POSITION: Public Works Field Supervisor
REPORTS TO: 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. 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 WWTP O 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.



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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 on-call 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.



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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

Date



City of Stevenson Personnel Policy

UTILITIES MAINTENANCE WORKER

POSITION: Utilities Maintenance Worker
REPORTS TO: Public Works Field Supervisor
EFFECTIVE DATE: June 15, 2023
FLSA STATUS: Non-Exempt

SUMMARY:

This is a field position responsible to the Public Works Field Supervisor and the Public Works Director. The position will work in the City's 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.



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- 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 on-call 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.



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- 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

Date



City of Stevenson Personnel Policy

FACILITIES MAINTENANCE WORKER

POSITION: Facilities Maintenance Worker
REPORTS TO: Public Works Field Supervisor
EFFECTIVE DATE: June 15, 2023
FLSA STATUS: Non-Exempt

SUMMARY:

This is a field position responsible to the Public Works Field Supervisor and the Public Works Director. The position will work in the City's utility (water and sewer), street, parks, equipment, and general facilities maintenance departments 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.



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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

Date



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WASTEWATER TREATMENT PLANT OPERATOR I

POSITION: Wastewater Treatment Plant Operator I
REPORTS TO: 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.



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- 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 on-call 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.



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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

Date



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WASTEWATER TREATMENT PLANT OPERATOR II

POSITION: Wastewater Treatment Plant Operator II
REPORTS TO: Public Works Director (or Wastewater Treatment Plant Operator III if the position is filled)
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.
- 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.



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- 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



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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 on-call 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.

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



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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

Date



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WASTEWATER TREATMENT PLANT OPERATOR III

POSITION: Wastewater Treatment Plant Operator III
REPORTS TO: 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.



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- 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.



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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 on-call 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.



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

Signature

Date



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MINUTE TAKER

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

SUMMARY:

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

ESSENTIAL JOB DUTIES:

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

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

ABILITY TO:

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

SUPERVISORY RESPONSIBILITIES:

There are no supervision responsibilities associated with this position.

JOB CONDITIONS:

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

MINIMUM QUALIFICATIONS

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

PREFERRED QUALIFICATIONS:

Prior experience with boards and/or governing bodies



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

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

Signature

Date



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FIRE CHIEF

POSITION: Fire Chief
REPORTS TO: 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.



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- 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.



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- 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



City of Stevenson Personnel Policy

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



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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-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

Date



City of Stevenson Personnel Policy

Appendix # A-9

CITY OF STEVENSON INTERNET/INTRANET, PERSONAL COMPUTER, VOICE MAIL AND E-MAIL USE POLICY

Section 1 - Purpose

This policy shall govern access to and use of City of Stevenson equipment, telecommunications, and services for employees of the City. The intent of this policy is to provide employees the tools to perform their job tasks without infringing on the rights of others, whether they are public or employee users of the personal computers, computer network, voice mail and Internet/Intranet communications systems. This includes minimizing the risk of computer virus infections, avoiding bandwidth congestion, adhering to software license agreements, and controlling private use of government equipment. This policy addresses issues such as acceptable conduct and usage procedures by public employees when using equipment provided by the employer or provider of such services.

Network and Internet access is provided to city employees as a research and communication tool to assist in conducting City business. Employees are trusted to use good judgment in use of City owned equipment, services (both duration and frequency of use), information technology or other resources.

Section 2 - Affected Parties

All City employees including appointed and elected officials, quasi-employees and authorized volunteers who use City equipment, services, and information technology must comply with this policy. All users are expected to use equipment and services in a professional manner.

Section 3 - References

The intent of this policy is to address the following Federal and State regulations as they relate to the use of telecommunication equipment and services:

:

- The Electronics Communications Privacy Act (ECPA)
- RCW 9.73.030 Privacy Act
- RCW 40.14 Retention, Storage and Destruction of Public Records.
- RCW 42.17 Open Public Records Act
- RCW 42.30 Open Meetings Act

Section 4 – Definitions

Terms used for the purposes of this policy --

- 4.1 Discoverable:
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 Downloading:
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 Email:
Refer to all Electronic Mail software applications, whether INTERNET, LAN or WAN.
- 4.4 Employee:



City of Stevenson Personnel Policy

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 INTERNET.
Refers to connectivity with other agencies, networks and/or services.
- 4.6 Official City Business Purposes:
Those activities performed by an official, employee, or quasi-employee or authorized volunteer of the City, as directed by the City through his/her supervisor in order to accomplish City programs or as required by the duties of his/her position or office.
- 4.7 Posted:
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. Public Records:
Those documents defined in RCW 42.17.020, including the exemptions listed in RCW 42.17.310 and 42.17.315.
- 4.9 Voice Mail:
Recorded telephone messaging system.
- 4.10 WWW.
Refers to World Wide Web sites.

Section 5 - Policies

- 5.1 City Business Purposes
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 may include:

Photocopy Machines - same rate charged to the public.

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



City of Stevenson Personnel Policy

Facsimiles Machine - 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



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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 subpoena 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



City of Stevenson Personnel Policy

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 of Stevenson Personnel Policy

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



City of Stevenson Personnel Policy

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

Section 6 - Procedures:

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

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

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

6.1.1 Access Limitation or Revocation

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

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

6.1.2 Disciplinary Action

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

Section 7 - Responsibilities:

7.1 Compliance with City Policies

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



City of Stevenson Personnel Policy

Internet Policy Waiver Form & Authorization to Use

I, _____,
have read and understand the City Computer Network, Internet, Intranet, E-mail and Voice Mail Use Policy.

I understand and agree to follow this policy which includes:

Network resources, whether LAN, WAN, Internet, Electronic Mail or Voice Mail systems should be used for official City business purposes only, as is the case with all forms City of equipment and resources. Personal use of the City equipment discussed in this policy is allowed only as described in Section 5. 1. 1.

Electronic Mail (Email) from an internal system and/or the Internet, is NOT private. All Email messages, (whether created or received) may be considered to be public records pursuant to the Public Disclosure Act, RCW Ch. 42.17, and the public has a right to examine most public records.

The City will maintain and monitor Internet access. Permission to access Internet or specific Internet sites may be revoked by a department head and at times internet access may be restricted due to bandwidth congestion and/or misuse of system resources.

I have read and understand this policy and will abide by its provisions.

Signed: _____

Date: _____



City of Stevenson Personnel Policy

Appendix # A-10

CITY OF STEVENSON AUTHORIZING THE USE OF CREDIT CARDS

1) Retail Gasoline Credit Cards

- A. Credit cards may be used for the purchase of gasoline and other minor automotive supplies for City vehicles. Cash advances, purchases of food or other non-automotive related items are not authorized.
- B. No single transaction will exceed \$500.00 unless authorized by the Mayor or City Administrator.
- C. The City Administrator shall be responsible for establishing all credit arrangements and agreements with applicable vendors and managing the use of credit cards by City employees and elected or appointed officials.
 - I. Except when being used by an employee, elected or appointed official to make an authorized transaction, credit cards shall remain in the possession of the City Administrator or his/her designee.
 - II. Any department head, elected or appointed official, or other authorized employee requesting to use a credit card shall make a request to the City Administrator and shall sign for receipt and return of the card. A copy of the receipt for all purchases shall be submitted to the City Administrator when the card is returned.
 - (i) An employee whose job responsibilities would be facilitated by the use of a credit card will be assigned a gas credit card to be used in the day to day operations of the Public Works Department.
 - III. The vendor which carries the account shall be required to submit a bill for the credit card to the City monthly. All charges will be reviewed by the accountable Department Head before being routed to the Accounts Payable Department.
 - IV. The City Administrator may disallow the use of any City credit card by a City employee or official for a violation or misuse of this policy.

1 All Other Credit Cards

- A. The City of Stevenson shall contract with an appropriate banking facility for one VISA credit card account with a limit of \$5,000.00. The City may establish credit arrangements with other vendors from time to time. The City Administrator shall set individual credit limits on each account as they are established, not to exceed \$5,000.00 per account.
- B. Credit cards may be used by City employees, and by the elected or appointed officials, for advance payment of expenses associated with authorized travel such as registration and tuition fees, lodging expenses and transportation expenses,



City of Stevenson Personnel Policy

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

Employee Name: _____

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 balance
Grabbing for support
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 INDICATORS

- Normal
Poor manual dexterity
Work errors
Excessive time off task
Absent from work station
Inability to follow directions
Inattentive
Customer complaints
Co-worker complaints

PHYSICAL

- Normal
Complaints of dizziness
Flu-like symptoms
Chills
Low energy
Bursts of high/low energy

INTERPERSONAL

- Normal
Arguing
Fighting
Defensive
Hostile
Overly aggressive

BODY ODORS

- Normal
Odor of alcohol on breath
Body odor of alcohol
Smell of marijuana on breath or clothes
Excessive perspiration
Frequent use of mouthwash breath mints or spray

AWARENESS

- Disoriented
Sleepy
Stupor
Suspicious
Blaming
Paranoia

Other observed actions or behavior: _____

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

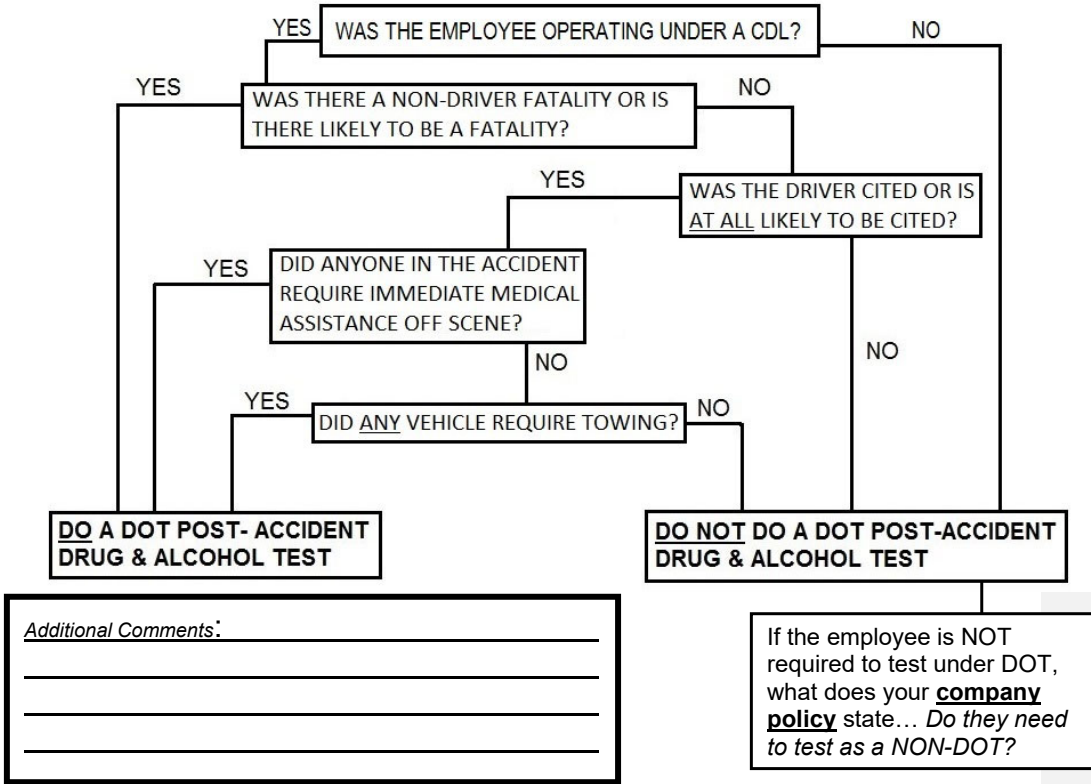
Appendix # A-12

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...



Additional Comments:

If the employee is NOT required to test under DOT, what does your company policy state... Do they need to test as a NON-DOT?

★ DOT REGULATION TIME LIMITS:
CONTROLLED SUBSTANCES: Employee must test within 32 HOURS of the accident.
ALCOHOL: Employee must test within 8 HOURS 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



City of Stevenson Personnel Policy

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 solely 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 NOT 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.



City of Stevenson Personnel Policy

Authorized drivers should only be allowed to operate a vehicle on behalf of the City if their driving record demonstrates they will be a safe driver. Those possessing an invalid or suspended license are not eligible to operate a vehicle, for the City under any circumstances.

Moving Violations	# of Accidents (at-fault)			
	0	1	2	3+
0	CLEAR	A	A	B
1	A	A	B	P
2	A	B	P	P
3+	B	P	P	P
Major	P	P	P	P

A = Acceptable: Those with none or fewer than three points.

B = Borderline: Management should give consideration prior to placing or maintaining this individual in a driving position and may want to provide additional training or other requirements.

P = Poor: Management should give serious consideration to not placing or maintaining this individual in a driving position.

Major Violations include:

- DUI – Driving under the influence of drugs or alcohol
- Negligent homicide in the use of a motor vehicle
- Using a motor vehicle for the commission of a felony
- Operating a vehicle without a valid unsuspended license
- Aggravated assault with a motor vehicle
- Grand theft of a motor vehicle
- Reckless driving or speed contest/racing
- Hit and run (bodily injury and/or property damage)

Moving Violations include violations other than Major Violations. These consist of speeding and other moving traffic infractions. See WAC 308-104-160. Traffic photo enforcement and parking tickets do not appear on driving records as Moving Violations. If multiple citations are issued on the same day, they will be counted as a single violation.

MINUTES
CITY OF STEVENSON COUNCIL MEETING
July 18, 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.

PRESENT

Elected City Officials: Mayor Scott Anderson; Councilmembers Dave Cox, Pat Rice, Michael Johnson, Lucy Lauser.

City Staff: City Administrator Leana Kinley; Community Development Director Ben Shumaker, Public Works Director Carolyn Sourek, City Attorney Robert Muth, Stevenson Fire Chief Rob Farris

Guests: Skamania County Undersheriff Tracy Wyckoff

Public Participants: Mary Repar, Rick Jessel, Sam Kniestadt, Erin Minnis, Chuck Oldfield, and Michael Leckie.

2. PUBLIC COMMENTS:

- > Mary Repar commented on the Park Plaza project, the Lasher Street upgrade, and requested the agenda provide notice on items open to public comment. She asked the Council to discuss workforce housing. She announced a Candidate's Night is to be held at Rock Creek/Hegewald Center on July 18th at 6:30 p.m.

3. CHANGES TO THE AGENDA:

- a) ***7/17 changes include:**
 - Added Public Works Director Report (item 8b)
 - Added Vouchers (item 9a)

4. CONSENT AGENDA:

- a) **Special Occasion Liquor License Application** - Gorgeous Ink at the Skamania Fairgrounds on Sept. 20 from 9am-10pm, Sept. 21 from 9am-11pm and Sept. 22 from 9 am-10 pm.

- b) **Approve Resolution 2024-438 Revising Purchasing Policy - City Administrator Leana Kinley** presented resolution 2024-438 revising the purchasing policy based on revised state legislation that took effect July 1, 2024 for council approval.
- c) **Item c) Minutes of June 20, 2024 regular council meeting and June 27, 2024 special council meeting** was removed from the consent agenda at the request of Councilmember Cox.

MOTION to approve consent agenda items a-b as presented was made by **Councilmember Johnson**, seconded by **Councilmember Cox**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Cox**.

- 4. c) **Minutes of June 20, 2024 regular council meeting and June 27, 2024 special council meeting.**

City Administrator Leana Kinley noted after reviewing the video from the June 27th special Council meeting a revision to the minutes will be made regarding the motion to read “To not approve the contract Amendment with Understory Landscape Architecture at this time, and put off a vote until November.”

Councilmember Cox questioned if because that motion failed, but no action was taken by Council after, could the City Council still bring forward the original motion. **City Attorney Muth** explained the council has the legal right to bring a motion back, to modify a motion, or to make new motions.

MOTION to approve the minutes as corrected was made by **Councilmember Rice**, seconded by **Councilmember Lauser**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Cox**.

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 was presented for council review. Undersheriff Wyckoff presented. **Councilmember Cox** received clarification on staffing and North County road conditions.

6. COUNCIL BUSINESS:

- a) **Discuss Dates for Joint Meeting with Skamania County on Park Plaza Project** - Skamania County requested a joint meeting with the City Council as outlined in an attached letter. Council discussed available dates for coordination with the County Commissioners as requested. July 30th at 4:30 p.m. was determined by Councilmembers to be the best date and time for the meeting. City

Administrator Kinley will advise the County Commissioners of that date and time for their consideration. A remote option will be available.

- b) **Approve Lasher Street Project Local Agency Agreement - Community Development Director Ben Shumaker** requested council approval of the Agreement with the Washington State Department of Transportation for an initial design phase cost of \$350,000. The total grant awarded by the state for the project is \$800,000. **Shumaker** provided details on the design phase, and noted further funding will be required. He noted the townhouses are in compliance with all required setbacks, but the curbing will likely need to be shifted.

MOTION to approve the Local Agency Agreement for the Lasher Street Project for a total project cost of \$350,000 was made by **Councilmember Cox**, seconded by **Councilmember Johnson**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Cox.**

- c) **Set Date for August 2024 Regular Council Meeting** - The policy has been to change the regular council meeting in August to avoid conflict with Fair events. There is a special meeting scheduled for August 22nd which may be used as the meeting, or to catch up on any additional Accounts Payable or items needing discussion ahead of the September 19th, 2024 regular council meeting.

A date of Wednesday, August 7th for the regular City Council Meeting was agreed to by consensus.

- a) **Discuss Tools for Affordable Housing - City Administrator Leana Kinley** presented information regarding options for the city to address affordable housing for council discussion.

Council discussed several approaches, including public-private-non-profit partnerships, Community Land Trusts, incentives for developers, limits on short-term rentals, ADU's and pre-approved building plans, the role of annexation, reduced system development charges and more.

It was determined to continue the work and discussion of the points raised with specific organizations following the November election.

7. 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.

- b) **Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month were presented for council review as well as the financial report for the second quarter of 2024.
- c) **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.
- d) **Contracts Awarded Administratively** - The report on contracts, purchases and change orders over \$10,000 approved administratively over the past two months was attached.
- e) **3 Squares Lease Termination Notice** - An email notifying the City of the lease termination with Shepherd of the Hills Lutheran Church for operation of the 3 Squares program was attached.
- f) **WAGAP Leadership Transition** - A notice regarding a change in leadership at Washington Gorge Action Programs from Leslie Naramore to Jennifer Pauletto was attached.
- g) **Fire Chief Resignation Notice** - A copy of the letter of resignation from **Fire Chief Rob Farris** was attached.

8. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) **Ben Shumaker, Community Development Director**
 Permitting has slowed down.
 Future planning commission work will be to restart discussions on annexation after the City Council determines a final direction regarding sewers/septic.
 Parking report will be reviewed and finalized as workload allows.
 A Scope of Work is being developed for undergrounding utilities to preserve the tree canopy. The agreement will be with the state Department of Natural Resources.
 He expects to make a presentation in August 2024 regarding the west waterfront pathway connection from Russell Street to Rock Creek and SR 14. Acquisition of easements need to take place.
 He is working on funding for the Lasher Street project. The city has applied for a Community Development Block Grant for funds to pay for the sidewalks.
 Another Transportation Improvement Board grant will be applied for now that the complete streets policy has been approved.
- b) **Carolyn Sourek, Public Works Director** was not present. Her report was provided in the meeting packet.
- c) **Leana Kinley, City Administrator**
 A county-wide meeting to bring all stakeholders, agencies and organizations together was held recently. The purpose and intent is to align the messaging to funders regarding infrastructure needs and priorities to improve state and federal grant success for Skamania County.
 The 2023 audit is going well, should finish soon. A special Council meeting for the exit conference will be scheduled.

Underwood Conservation District is updating a wildfire prevention plan for the entire county.

9. VOUCHER APPROVAL:

- a) ***June 2024 payroll and July 2024 AP checks** were audited and presented for approval. June payroll checks 17910 and 17911 totals \$144,671.89 included EFT payments. July 2024 AP checks 17912 thru 17974 total \$1,034,572.38 included EFT payments. The AP check register with fund transaction summary was attached for review.

MOTION to approve the vouchers as presented was made by **Councilmember Johnson** , seconded by **Councilmember Lauser**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Cox**.

10. MAYOR AND COUNCIL REPORTS:

- a) A short discussion was held on the possibility of hiring students for minor landscape maintenance needs in the city. It was pointed out the work is needed in the spring while school is still in session, and youth under 18 cannot be hired.

11. ISSUES FOR THE NEXT MEETING:

- a) Attached was a list of items staff are working on for future meetings.

Additional public comments:

- > Mary Repar commented on affordable housing, suggesting the city support rent control and purchase a local motel for use as housing.

12. Interview Council Applicants - Council interviewed applicants for the open Council position #4. Applications were due on July 17th and were added to the packet as received.

Interviews were held for the open position on the City Council. There were four candidates: Sam Kniestadt, Erin Minnis, Chuck Oldfield, and Michael Leckie.

13. EXECUTIVE SESSION – City Council convened in Executive Session under:

- a) **RCW 42.30.110(1)(h)** to evaluate the qualifications of a candidate for appointment to elective office.

At 8:36 Council entered executive session for 10 minutes

At 8:46 Council exited the executive session to extend it for another 5 minutes.

At 8:51 Council exited the executive session.

Mayor Anderson explained the nominating and voting process. **Attorney Muth** advised in the event of a tie the Mayor can vote, as the issue is non-economic.

Councilmember Johnson nominated Sam Kniestadt.

Councilmember Cox nominated Chuck Oldfield.

Councilmember Lauser nominated Erin Minnis.

Mayor Anderson called for a vote.

Councilmember Johnson voted in favor of Sam Kniestadt

Councilmembers Cox and **Rice** voted in favor of Chuck Oldfield.

Councilmember Lauser voted in favor of Erin Minnis.

Chuck Oldfield was sworn in as **Councilmember #4** for the City of Stevenson.

Council agreed to extend the meeting past 9:00 p.m. by consensus.

- b) RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

At 9:01 Council entered executive session for 10 minutes

At 9:11 Council exited the executive session to extend it for another 10 minutes.

At 9:21 Council exited the executive session to extend it for another 5 minutes.

At 9:26 Council exited the executive session, staff will move forward as discussed.

14. ADJOURNMENT – Mayor Anderson adjourned the meeting at 9:27 p.m.

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON COUNCIL MEETING
August 05, 2024
1:00* PM, City Hall and Remote

*The meeting was advertised as starting at 6:00 PM due to a typo from a copy-paste error in the meeting notice and online agenda system. There was no quorum present nor was there any public hearing or public comment on the agenda. The meeting was recorded and is available for viewing on the city's website and YouTube channel.

1. CALL TO ORDER: The meeting was called to order at 1:03pm.

PRESENT

Councilmember Lucy Lauser and Chuck Oldfield.

City Administrator Leana Kinley and Deputy Clerk/Treasurer Anders Sorestad.

Lindsay Osborne, Program Manager and Cristina Hadziselimovic, Assistant Audit Manager were also present from the Office of the Washington State Auditor.

2. COUNCIL BUSINESS:

- a) **2023 Financial Audit Exit Conference** - Lindsay Osborne, Program Manager and Cristina Hadziselimovic, Assistant Audit Manager from the Office of the Washington State Auditor, reviewed the results of the audit. They also discussed the difference between Cash basis and GAAP basis accounting as it was mentioned as a adverse opinion in the audit report. There would be increased costs associated with preparing and auditing GAAP financial statements and all the necessary information for evaluating the city's finances is available in the Cash basis financial report as required by the state.

3. ADJOURNMENT - The meeting was adjourned at 1:19pm.

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON COUNCIL MEETING
August 7th, 2024
6:00 PM, City Hall and Remote

1. **CALL TO ORDER/PRESENTATION TO THE FLAG:** Mayor Anderson called the meeting to order at 6:03 p.m., led the group in reciting the pledge of allegiance and conducted roll call.

Elected Officials Attending: Mayor Scott Anderson; Councilmembers Dave Cox (remote attendance), Pat Rice, Michael Johnson, Lucy Lauser, Chuck Oldfield.

Staff: City Administrator Leana Kinley; Community Development Director Ben Shumaker, Public Works Director Carolyn Sourek, City Attorney Robert Muth.

Guests: Skamania County Undersheriff Tracy Wyckoff

Public Participants: Kara Owen, Rick Jessell, others unidentified

2. **PUBLIC COMMENTS:** None Received

3. **CHANGES TO THE AGENDA:**

- a) **8/6 changes include:**

- Additional public comment (item 2a)
- Added County Building Contract cost discussion (item 8d)
- Added Houseless Point in Time (PIT) Press Release (item 9i)

- b) **8/7 changes include:**

- Added Public Works Director Report (item 8b)
- Added Vouchers (item 9a)

4. **CONSENT AGENDA:**

- a) **Special Occasion Liquor License Application** - Rock Creek Hegewald Center on September 22nd from 3pm to 10pm for the Skamania Democratic Central Committee.
 - b) **Water Adjustment** - Deane Lindberg (meter No. 611800) requests a water adjustment of \$162.80 for a water leak which they have since repaired.
 - c) **Minutes** of the July 25, 2024 special council meeting.

MOTION to approve consent agenda items a-c as presented was made by **Councilmember Johnson**, seconded by **Councilmember Lauser**

Voting aye: **Councilmembers Johnson, Lauser, Rice, Oldfield.**

5. SHERIFF'S OFFICE REPORT:

The Skamania County Sheriff's report for activity within Stevenson city limits for the prior month was presented by Undersheriff Wyckoff for council review.

Councilmember Cox joined the meeting at 6:04 remotely.

6. PUBLIC HEARINGS

- a) **Transportation Benefit District Establishment-First Reading - City Administrator Leana Kinley** presented the staff memo and ordinance regarding the establishment of the Stevenson Transportation Benefit District for public input, council discussion and consideration.

The public hearing opened at 6:04 p.m.

>Kara Owen, General Manager of the Skamania Lodge commented on the potential financial increase the sales tax would contribute to the city through tourist visits.

The public hearing closed at 6:06 p.m.

MOTION to adopt the ordinance adopting Stevenson Municipal Code chapter 12.40 Stevenson Transportation Benefit District establishing a transportation benefit District, specifying the boundaries for the transportation benefit districts, specifying construction, reconstruction, maintenance, and preservation of existing improvements and providing for separability and an effective date was made by **Councilmember Johnson**, seconded by **Councilmember Oldfield**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Oldfield, Cox.**

- b) **Proposed 2024 Budget Amendments-First Reading - City Administrator Leana Kinley** presented and explained proposed changes and increases to the 2024 budget as outlined in the attached documents for council consideration.

The public hearing opened at 6:18 p.m.

No comments were received.

The public hearing closed at 6:20 p.m.

MOTION to approve the ordinance amending the 2024 budget as presented was made by **Councilmember Johnson**, seconded by **Councilmember Oldfield**.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Oldfield.**

7. UNFINISHED BUSINESS:

- a) **Sewer Ordinance Update - Ben Shumaker, Community Development Director** presented a memo regarding the standby fee in the proposed ordinance for council discussion and direction.

Based on the legal analysis, Council directed staff to use a requirement to connect and penalty for failure to connect regulatory model. This model will replace the option to connect and payment of a stand-by fee model previously requested. Council also directed staff to leave the System Development Charges waiver incentive in the ordinance, but to add language to better withstand challenges related to the gifting of public funds. A draft of the revised ordinance will be presented to council for review prior to releasing it for public comment.

8. COUNCIL BUSINESS:

- a) **2025 Budget Calendar - City Administrator Leana Kinley** presented the calendar for adopting the 2025 budget by year end for council review and discussion.

November 13th, 2024 was set as the date for the special budget meeting.

- b) **Discuss Communications Support - City Administrator Leana Kinley** presented and provided information on a staff memo regarding outside communications support for council discussion and staff direction. Council directed staff to contact additional firms for other proposals.
- c) **Approve Interlocal Agreement with Skamania PUD - Public Works Director Carolyn Sourek** presented and explained the Interlocal Agreement with PUD No. 1 of Skamania County for routine maintenance and repairs of the city's rolling stock equipment for council consideration.
MOTION to approve the interlocal agreement with Public Utility District No. 1 of Skamania County as presented was made by **Councilmember Lauser**, seconded by **Councilmember Johnson**. A brief discussion occurred regarding the labor rates.

Voting aye: **Councilmembers Johnson, Lauser, Rice, Oldfield.**

Voting nay: **Councilmember Cox**

- d) ***Skamania County Building Inspector Agreement Request - City Administrator Leana Kinley** presented a request from Skamania County regarding the reimbursement of fees for CloudPermit paid in 2023 prior to addendum #3 approved on June 20th.

Council directed staff to re-word the interlocal agreement to reflect changes encouraging Skamania County to reimburse the \$2,800 in fees from the software vendor.

9. INFORMATION ITEMS: The following items were attached for Council review.

- a) **Contracts Awarded Administratively** - The report on contracts, purchases, and change orders over \$10,000 approved administratively over the past month was attached.
- b) **Chamber of Commerce Report** – The report describes some of the activities conducted by Skamania County Chamber of Commerce in the prior quarter.
- c) **Financial Report** - The Treasurer's Report and year-to-date revenues and expenses through the prior month are presented for council review.
- d) **Affordable Housing ABC Video** - The link to video mentioned at the July 25th, 2024 special meeting regarding the closing of a mill due to lack of housing is online at <https://www.youtube.com/watch?v=xz3M2zt8dtc> .
- e) **Safe Streets and Roads for All (SS4A) Update** from Adam Fiss with the Southwest Washington Regional Transportation Council on the SS4A Safety Action Plan.
- f) **2023 Wastewater Treatment Plant Outstanding Performance Award** letter from the Department of Ecology giving the City of Stevenson treatment plant the 2023 "Wastewater Treatment Plant Outstanding Performance" award.
- g) **Gorge-ous Nights Out** - Information on the 2025 Gorge-ous Nights Out was attached. It's an opportunity to show the Washington and Oregon Legislators about the Mid-Columbia River Gorge Region, and how it is not the concert venue.
- h) **One Prevention Alliance Update** - An 2023-2024 snapshot of the One Prevention Alliance program was attached.
- i) ***Point in Time Count Press Release** - Mid-Columbia Community Action Council press release announcing the 2024 Point in Time (PIT) County results show slight decrease in houselessness across Mid-Columbia Region.

10. CITY ADMINISTRATOR AND STAFF REPORTS:

- a) **Ben Shumaker, Community Development Director**
 - i. Lasher Street project is moving forward, engineers are being interviewed for design work.
 - ii. Grant proposals being submitted to the Transportation Improvement Board.
 - iii. He will work on updating the draft sewer ordinance with input from the meeting discussion.
 - iv. The Tree Protection Plan is being finalized with the Department of Natural Resources and Skamania County PUD.
 - v. Permit requests have slowed.

- b) **Carolyn Sourek, Public Works Director**
 - i. Cleaning and inspection of reservoirs is being scheduled for 2025.
 - ii. Meter inspection contract is being developed.
 - iii. The well was put into operation recently due to an electrical shortage in panel.

- iv. Pump station project is progressing, the Fairground station operations have been assumed by Public Works staff.
- v. Kanaka Creek station is in start up and Cascade pump station will be opening soon.
- vi. The City Waste Water Treatment Plant received an award from the State Department of Ecology for outstanding performance in 2023.
- vii. Paving projects-Lakeview surface limits being confirmed, and paving expected by the end of the month. Applications are due at the end of next week for next year's paving.
- viii. First Street project is advancing.
- ix. Road striping is being performed through a contract with Clark County.
- x. A sweeper purchase is imminent. She thanked the Council for approving the PUD interlocal agreement for maintenance and repairs.
- xi. An additional employee has passed their Waste Water Operator test.
- xii. Public Works assisted the Port of Skamania County with a sewer line just before the 4th of July.

c) Leana Kinley, City Administrator

- i. Planning Module for Cloud Permit has started.
- ii. 2025 budget process has started, department heads are working on their portion of budgets.
- iii. Audit is complete.

11. MAYOR AND COUNCIL REPORTS:

12. ISSUES FOR THE NEXT MEETING:

Attached was a list of items staff are working on for future meetings.

13. ADDITIONAL PUBLIC COMMENT: (For items discussed during the meeting.)

- Kara Owen spoke in favor of educating the public on the benefits to the proposed .3% tax increase.
- Attorney Muth congratulated Public Works on the award for the Wastewater Treatment Plant.

14. ADJOURNMENT - Mayor Anderson adjourned the meeting at 8:28 p.m.

Scott Anderson, Mayor

Date

MINUTES
JOINT CITY OF STEVENSON COUNCIL AND SKAMANIA COUNTY COMMISSION MEETING
August 21, 2024
4:30 PM, Hegewald Center Auditorium, 710 Rock Creek Drive and Remote

1. CALL TO ORDER: Commission Chair Asa Leckie called the meeting to order at 6:00pm.

PRESENT

Councilmembers Dave Cox, Michael D. Johnson, Pat Rice, Lucy Lauser, and Chuck Oldfield.

Commissioners Tom Lannen, Richard Mahar, and Asa Leckie.

City Attorney Robert Muth, County Prosecutor Adam Kick, City Administrator Leana Kinley, County Clerk of the Board Lisa Sackos, and Stevenson Downtown Association Executive Director Kelly O'Malley-McKee.

2. BUSINESS:

a) **Discuss Courthouse Park Plaza Project** - City Administrator Leana Kinley presented a staff memo and associated documents in a meeting packet to aid the discussion between the Skamania County Commissioners and the Stevenson City Council. Staff answered the questions posed by the Commissioners ahead of the meeting and the governing bodies discussed.

Each body will discuss separately to get together their proposed changes, then get back together and discuss the requested changes. There is also an opportunity to have this meeting be a more regular occurrence to get on the same page on this and other matters.

At the end of the discussion, Councilmember Pat Rice requested the public which attended the meeting have an opportunity to provide public comment. Commissioner Chair Asa Leckie was open to that after the discussion session of the meeting was closed. City Administrator Leana Kinley stated there is an issue with the Open Public Meetings Act (OPMA) as this is a Special Meeting for the City Council and only items that are on the agenda are allowed to be discussed. If the discussion item were closed, the council meeting would need to be adjourned and any continued participation in a meeting with a quorum of council members would be a violation of the OPMA.

3. ADJOURNMENT - County Commission Chair Leckie adjourned the meeting at 5:06pm.

=====

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON SPECIAL COUNCIL MEETING
August 22, 2024
6:00 PM, City Hall and Remote

1. CALL TO ORDER: Mayor Anderson called the meeting to order at 6:00pm.

PRESENT

Councilmember Dave Cox, Michael D. Johnson, Pat Rice, Lucy Lauser, and Chuck Oldfield

Community Development Director Ben Shumaker, City Attorney Robert Muth, and City Administrator Leana Kinley

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

- a) **RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Council entered into executive session at 6:01pm for 20 minutes. At 6:21pm, council extended the executive session for an additional 10 minutes. Council came out of the executive session at 6:31pm. Staff was directed to proceed as discussed.

3. PUBLIC COMMENTS: There were no comments from the public.

4. UNFINISHED BUSINESS:

- a) **Approve Revised Skamania County Building Inspector Agreement Addendum #3** - City Administrator Leana Kinley presented revised addendum #3 to the interlocal agreement for building inspection and plan review services between the City of Stevenson and Skamania County to remove using Cloudpermit Planning and Code Enforcement software services for council discussion and consideration as discussed at the August 7th meeting.

MOTION: To approve the revised addendum #3 to the interlocal agreement for building inspection and plan review services between the City of Stevenson and Skamania County.

Motion made by Councilmember Rice, Seconded by Councilmember Lauser.

Voting Yea: Councilmembers Cox, Johnson, Rice, Lauser, and Oldfield

5. COUNCIL BUSINESS:

- a) **Discuss Rock Cove Appeal Hearing Update** - City Attorney Robert Muth presented the decision from the State of Washington Shorelines Hearings Board, thanked Community Development Director Ben Shumaker, reviewed the appeal timeline and stated city attorney costs reached almost \$20,000.
- b) **Approve Resolution 2024-439 Setting a Date for a Public Hearing** - City Administrator Leana Kinley presented resolution 2024-439 setting the time and place for a public hearing for consideration of assumption of the rights, powers, functions, and obligations of the Stevenson Transportation Benefit District.

MOTION: To approve resolution 2020-385 setting the time and place for a public hearing for consideration of assumption of the rights, powers, functions, and obligations of the Stevenson Transportation Benefit District as presented.

Mayor Anderson reiterated the reason this is presented to council and this process started, there will also need to be additional funds spent on getting the word out above and beyond putting it on the ballot box.

Motion made by Councilmember Lauser, Seconded by Councilmember Johnson.

Voting Yea: Councilmembers Cox, Johnson, Rice, Lauser, and Oldfield

- c) **Discuss Committee Appointments** - The Law Enforcement contract discussions are taking place and Dave Cox is the only councilmember on the committee after Paul Hendricks' term ended. The 2024 committee and board appointments were attached for council discussion if one other councilmember wants to be involved in the contract discussion.

MOTION: To appoint Chuck Oldfield to the Law Enforcement Contract Committee in addition to Dave Cox.

Motion made by Councilmember Johnson, Seconded by Councilmember Lauser.

Voting Yea: Councilmembers Cox, Johnson, Rice, Lauser, and Oldfield

- d) **Discuss City Financial Policy** - City Administrator Leana Kinley presented the current financial policy for review and discussion.
- e) **Open Public Meetings and Public Records Act Training** - Elected officials must complete training on the Open Public Meetings Act (OPMA) and Public Records Act (PRA) within 90 days of taking office and must retake the training every four years (RCW 42.30.205). Councilmember Pat Rice stated he already watched the video and left the meeting after approval of the vouchers and did not participate in the group viewing of the video. The remaining councilmembers reviewed a webinar recorded by the Association of Washington Cities and discussed.

6. VOUCHER APPROVAL:

- a) July 2024 payroll and August 2024 AP checks have been audited and are presented for approval. July payroll checks 17975 totals \$138,864.63 which includes EFT payments. August 2024 AP checks 17976 thru 18043 total \$978,141.64, which includes EFT payments. The AP check register with fund transaction summary was attached for review.

MOTION: To approve the vouchers as presented.

Motion made by Councilmember Oldfield, Seconded by Councilmember Johnson.

Voting Yea: Councilmembers Cox, Johnson, Rice, Lauser, and Oldfield

7. ISSUES FOR THE NEXT MEETING:

- a) A list of items staff is working on for future meetings was attached.

8. ADJOURNMENT - Mayor Anderson adjourned the meeting at 8:21 pm.

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON SPECIAL COUNCIL MEETING
August 28, 2024
4:30 PM, City Hall and Remote

1. CALL TO ORDER: The meeting was called to order at 4:30pm.

PRESENT

Councilmember Dave Cox, Michael D. Johnson, Pat Rice, Lucy Lauser, and Chuck Oldfield.

City Attorney Robert Muth, Public Works Director Carolyn Sourek and City Administrator Leana Kinley

2. EXECUTIVE SESSION - City Council convened in Executive Session under:

- a) **RCW 42.30.110(1)(i)** to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Council went into executive session for 20 minutes at 4:34pm.

Council came out of executive session at 4:54 extended the executive session for an additional 5 minutes at 4:55pm.

Council came out of executive session at 5:00pm and extended the executive session for an additional 5 minutes at 5:01pm.

Council came out of executive session at 5:06pm. Legal counsel was directed to proceed as discussed.

3. ADJOURNMENT - Mayor Anderson adjourned the meeting at 5:06pm.

=====

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON COUNCIL MEETING
September 10, 2024
6:00 PM, City Hall and Remote

1. CALL TO ORDER: The Mayor called the meeting to order at 6:01 p.m.

PRESENT

Councilmember Dave Cox, Pat Rice, Lucy Lauser, and Chuck Oldfield

Community Development Director Ben Shumaker, City Administrator Leana Kinley, and Deputy Clerk/Treasurer Anders Sorestad

2. PUBLIC COMMENTS:

Michael Perry - Commented on the City annexing into Fire District 2, maintenance at the fire hall, and the Fire Chief job description.

Sam Kniesteadt - Commented on the City annexing into Fire District 2.

Ray Broughton - Commented on the City annexing into Fire District 2

3. COUNCIL BUSINESS:

a) **Fire Department Update** - Fire Chief Rob Farris provided an update on the department.

b) **Discuss Fire Chief Job Description** - A draft job description for the Fire Chief was provided for discussion.

Fire Chief Rob Farris passed along recommendations from the District to remove Flagger certifications from job description.

The Council & Fire District agreed to present the Job Description with the recommended changes for approval at the September 19th council meeting.

c) **Discuss Existing Fire Hall Maintenance** - The existing Fire Hall is in need of maintenance and improvements to the exterior and interior. Preliminary estimates for painting or siding the building exceeded \$100,000. The bathrooms also need to be updated. The Fire Hall is 50% owned by Fire District 2 and 50% owned by the City. Discussion around how to move forward given the future plans to abandon the building.

Fire Chief Rob Farris brought to the Council the opportunity to apply for state funding to help with the costs of maintenance and improvements for the fire hall.

Council directed the Fire Chief to continue searching out estimates for all work needed, in the hope of getting state funding. The next update will be provided at the December 10th Joint Meeting.

- d) **Discuss Fire Department Governance** - City Administrator Leana Kinley presented a memo on the future governance structure of the Stevenson Fire Department for discussion and direction.

Council gave consensus to research the steps necessary for the City to contract with Fire District 2 to provide City fire services. Fire District 2 will work with the City Administrator to prepare a contract for review at the December 10th Joint Meeting.

4. ISSUES FOR THE NEXT MEETING-DECEMBER 10, 2024 AT 6PM:

Review contract for Fire District 2 to provide fire services to the City.

5. ADJOURNMENT - The Mayor adjourned the meeting at 7:40 p.m.

=====

Scott Anderson, Mayor

Date

MINUTES
CITY OF STEVENSON COUNCIL MEETING
September 11, 2024
6:30 PM, City Hall and Remote

1. CALL TO ORDER: Mayor to call the meeting to order at 6:30 p.m.

PRESENT

Councilmembers Dave Cox, Michael D. Johnson, Pat Rice, Lucy Lauser, and Chuck Oldfield

City Attorney Robert Muth, City Administrator Leana Kinley, Community Development Director Ben, and Deputy Clerk/Treasurer Anders

2. CHANGES TO THE AGENDA: Updated the agenda items before 6:30pm on 9/10 to separate the determination of the job description from the hiring method for the City Administrator position.

3. COUNCIL BUSINESS:

a) **Discuss and Determine City Administrator Job Description** - City Administrator Leana Kinley presents the attached memo for council discussion and staff direction. Any changes will be brought back to council for formal approval at a future meeting.

Consensus was made to separate the job descriptions of City Admin & Clerk Treasurer, but consider the new hire fulfilling both rolls.

b) **Discuss Hiring Method for Administrator Position** - Council to discuss methods for hiring the next administrator. Options include hiring an outside employment agency or in-house. Some agencies specializing in local government recruitments include Prothman, Strategic Government Resources (SGR), GMP Consultants, Raftelis, and others.

There was consensus to hire an outside agency to help with recruitment and hiring.

Staff was instructed to develop a draft scope of work to be presented to council at the next meeting, prior to being used to shop the various agencies available.

4. ADJOURNMENT - Mayor adjourned the meeting at 7:37 p.m.

Scott Anderson, Mayor

Date



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

Rob Itzen
Chief of Corrections

Steve Minnis
Chief Civil Deputy

August 2024

City of Stevenson

Service Hours

Calls/Patrol

174 Total Calls

40 Medical

1 Fire

466 Hrs.

0 Court Hrs.

Milage

2,090

09/03/24
08:37

Skamania County Sheriff's Office
Incident Audit Report

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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-05310	Missing Person	MPER	21	INFORMATION
24-05313	Suspicious	INFO	21	INFORMATION
24-05317	Medical	AMAS	21	INFORMATION
24-05318	Harrassment.	INFO	21	INFORMATION
24-05323	Welfare Check	WELF	21	INFORMATION
24-05328	Medical	ASST	21	Transferred to Other A
24-05331	Welfare Check	WELF	21	Cleared Adlt Exception
24-05336	Medical	AMAS	21	Cleared Adlt Exception
24-05346	Threatening	THRE	21	Settled By Contact
24-05347	Hospice Death	HOSP	21	Transferred to Other A
24-05351	Dog Call	INFO	21	Investigation Complete
24-05353	Theft Prop Oth	CARP	21	Active
24-05357	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05358	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05359	Welfare Check	WELF	21	UNABLE TO LOCATE
24-05366	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05372	Dog Call	ANDC	21	Active
24-05374	Susp Substance	INFO	21	Investigation Complete
24-05375	Medical	AMAS	21	Transferred to Other A
24-05378	Citizen Dispute	CDIS	21	Active
24-05385	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05394	Vio Court Order	VICO	21	Active
24-05397	Mental Subject	MENT	21	Cleared Adlt Exception
24-05415	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05420	DUI	DUI	21	UNABLE TO LOCATE
24-05421	Trespassing	TRES	21	UNABLE TO LOCATE
24-05422	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
24-05425	Smoke, other	FIRE	21	Transferred to Other A
24-05432	Trespassing	TRES	21	UNABLE TO LOCATE
24-05446	Medical	AMAS	21	Transferred to Other A
24-05464	Medical	AMAS	21	INFORMATION
24-05470	Lost Property	INFO	21	INFORMATION
24-05482	Medical	AMAS	21	Transferred to Other A
24-05491	Eluding - Att	TOFF	21	UNABLE TO LOCATE
24-05492	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05501	Medical	AMAS	21	Transferred to Other A
24-05516	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05520	Suspicious	SUSP	21	Cleared Adlt Exception
24-05521	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05522	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05529	Theft Prop Oth	TPSH	21	Investigation Complete
24-05531	Medical	AMAS	21	Transferred to Other A
24-05537	Suspicious	SUSP	21	Settled By Contact
24-05553	Threatening	THRE	21	Settled By Contact
24-05558	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05559	Medical	AMAS	21	Transferred to Other A
24-05568	Theft Prop Oth	TVOT	21	Investigation Complete
24-05572	Threatening	THRE	21	Cleared Adlt Exception
24-05582	Theft Prop Oth	INFO	21	INFORMATION
24-05593	Medical	AMAS	21	Transferred to Other A
24-05594	Wanted Person	WANT	21	Cleared Adult Arrest
24-05598	Traffic Stop	TOFF	21	CLEARED DRIVER CITED
24-05603	Mental Subject	MENT	21	INFORMATION
24-05609	Found Property	INFO	21	INFORMATION
24-05618	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING

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Skamania County Sheriff's Office
Incident Audit Report

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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-05626	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05630	Medical	AMAS	21	INFORMATION
24-05638	VIN Inspection	INFO	21	Investigation Complete
24-05639	Barking Dog	INFO	21	Investigation Complete
24-05650	Civil Process	CIVP	21	Active
24-05659	Medical	AMAS	21	Transferred to Other A
24-05661	Medical	AMAS	21	Transferred to Other A
24-05665	Domestic Viol	DOMV	21	Unfounded
24-05671	Found Property	LFPR	21	Cleared Adlt Exception
24-05679	Medical	AMAS	21	Transferred to Other A
24-05681	Suspicious	SUSP	21	UNABLE TO LOCATE
24-05689	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05691	Citizen Dispute	CDIS	21	Settled By Contact
24-05700	Patrol Request	PATR	21	Settled By Contact
24-05704	Information	INFO	21	INFORMATION
24-05706	Citizen Assist	CITA	21	Settled By Contact
24-05712	Medical	ASST	21	Transferred to Other A
24-05714	Citizen Assist	CITA	21	INFORMATION
24-05717	Medical	CITA	21	Investigation Complete
24-05718	Medical	CITA	21	INFORMATION
24-05747	Parking Problem	PARK	21	Cleared Adlt Exception
24-05757	Traffic Stop	TOFF	21	Investigation Complete
24-05758	DUI	DUI	21	Cleared Adult Arrest
24-05764	Harrassment.	HARR	21	Active
24-05778	DUI	DUI	21	UNABLE TO LOCATE
24-05781	Medical	AMAS	21	Response/No Transport
24-05786	Medical	AMAS	21	Transferred to Other A
24-05793	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05795	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05796	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05797	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05798	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05801	Req Traff Enf	RTEN	21	UNABLE TO LOCATE
24-05803	Req Traff Enf	RTEN	21	UNABLE TO LOCATE
24-05815	Traffic Hazard	THAZ	21	Transferred to Other A
24-05816	Assault IV	ASIM	21	Cleared Adlt Exception
24-05818	Medical	AMAS	21	Response/No Transport
24-05827	Abandon Vehicle	ABVR	21	Cleared Adlt Exception
24-05830	Welfare Check	INFO	21	Settled By Contact
24-05833	Animal Other	INFO	21	INFORMATION
24-05843	Medical	AMAS	21	Transferred to Other A
24-05852	Domestic Viol	DOMV	21	Cleared Adult Arrest
24-05853	Traffic Stop	TOFF	21	Settled By Contact
24-05858	Suspicious	SUSP	21	Cleared Adlt Exception
24-05872	Welfare Check	WELF	21	Cleared Adlt Exception
24-05875	Public Nuisance	PNUI	21	INFORMATION
24-05883	Medical	AMAS	21	Ambulance Service Prov
24-05889	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05895	Suspicious	SUSP	21	Investigation Complete
24-05897	Medical	AMAS	21	Transferred to Other A
24-05906	Medical	AMAS	21	Transferred to Other A
24-05919	Medical	AMAS	21	INFORMATION
24-05930	Medical	AMAS	21	Transferred to Other A
24-05931	Citizen Assist	INFO	21	INFORMATION
24-05933	Dog Call	INFO	21	INFORMATION

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Skamania County Sheriff's Office
Incident Audit Report

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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-05935	Abandon Vehicle	ABVR	21	Active
24-05939	Domestic Viol	INFO	21	Investigation Complete
24-05940	Vio Court Order	VICO	21	Settled By Contact
24-05943	Medical	AMAS	21	Transferred to Other A
24-05946	Medical	911T	21	Transferred to Other A
24-05956	Domestic Viol	DOMV	21	Cleared Adlt Exception
24-05960	Vio Court Order	VICO	21	Cleared Adlt Exception
24-05965	PD Collision	CMIS	21	Investigation Complete
24-05966	Information	INFO	21	INFORMATION
24-05971	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-05974	Patrol Request	PATR	21	Unfounded
24-06010	Harrassment.	HARR	21	Unfounded
24-06013	Medical	AMAS	21	Transferred to Other A
24-06022	Business Alarm	ABLA	21	Investigation Complete
24-06024	Information	INFO	21	INFORMATION
24-06029	Medical	AMAS	21	Transferred to Other A
24-06035	Medical	911T	21	Transferred to Other A
24-06037	Citizen Assist	CITA	21	INFORMATION
24-06047	Medical	AMAS	21	Transferred to Other A
24-06053	Business Alarm	ALAO	21	Investigation Complete
24-06054	Trespassing	TRES	21	Settled By Contact
24-06061	Disorderly	DCON	21	Settled By Contact
24-06063	Medical	AMAS	21	Active
24-06068	Patrol Request	PATR	21	Investigation Complete
24-06070	Business Alarm	ABLA	21	INFORMATION
24-06076	Traffic Stop	TOFF	21	Cleared Adult Arrest
24-06077	Wanted Person	WANT	21	Cleared Adult Arrest
24-06078	Wanted Person	WANT	21	Cleared Adult Arrest
24-06089	Disorderly	DCON	21	Settled By Contact
24-06090	Medical	911T	21	Transferred to Other A
24-06094	Suicide Threat	SUIT	21	UNABLE TO LOCATE
24-06097	Assault IV	ASIM	21	Settled By Contact
24-06100	PD Collision	TAPD	21	Cleared Adlt Exception
24-06108	Mental Subject	INFO	21	INFORMATION
24-06110	Business Alarm	ABLA	21	Cleared Adlt Exception
24-06115	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-06123	Abandon Vehicle	ABVP	21	Investigation Complete
24-06127	Medical	AMAS	21	Transferred to Other A
24-06148	Assault IV	ASIM	21	Cleared Adult Arrest
24-06151	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-06158	Civil Standby	CIVS	21	Investigation Complete
24-06162	Fraud	FRAU	21	Investigation Complete
24-06168	Welfare Check	WELF	21	Investigation Complete
24-06169	Assault IV	ASIM	21	Investigation Complete
24-06171	Assault IV	ASIM	21	Investigation Complete
24-06173	Business Alarm	ABLA	21	Investigation Complete
24-06174	Medical	AMAS	21	Active
24-06180	Harrassment.	HARR	21	INFORMATION
24-06184	Found Property	LFPR	21	Active
24-06198	Medical	AMAS	21	Transferred to Other A
24-06199	Theft Prop Oth	TPOT	21	Settled By Contact
24-06205	Welfare Check	WELF	21	Active
24-06206	Traffic Stop		21	Active
24-06208	Medical	AMAS	21	Transferred to Other A
24-06209	Medical	AMAS	21	Transferred to Other A

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Skamania County Sheriff's Office
Incident Audit Report

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Incident#	Nature of Incident	Offense Code	Loctn Code	Disposition
24-06217	Animal Noise	ANPR	21	Cleared Adlt Exception
24-06218	Suspicious	SUSP	21	Unfounded
24-06220	Abandon Vehicle	ABVR	21	Active
24-06229	Found Property	INFO	21	Settled By Contact
24-06241	Dog Call	ANDC	21	Settled By Contact
24-06243	Missing Person	MPER	21	Cleared Adlt Exception
24-06244	Traffic Stop	TOFF	21	CLEARED DRIVER WARNING
24-06245	Citizen Assist	DUI	21	Transferred to Other A
24-06254	Information	INFO	21	INFORMATION

Total Incidents: 174

Report includes:

All dates reported between `00:00:00 08/01/24` and `00:00:00 09/01/24`
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/rptTthM8J-rplwiar.r1_1 ***



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Leana Kinley, City Administrator
RE: Transportation Benefit District
Meeting Date: September 19, 2024

Executive Summary:

At the March 25th council meeting, the council directed staff to move forward with establishing a Transportation Benefit District within the Stevenson city limits and the goal is to submit a ballot measure for the February Election for a .3% sales tax. Below is an outline of actions to take place, associated timeline, and where we're at within the process.

Overview of Items:

The initial intent of establishing a Transportation Benefit District is to allow for the transfer of .3% sales tax from the General Fund to the Water/Sewer fund to decrease the utility rates. The goal is to have a ballot measure for the February special election as decided at the June 20th council meeting.

The calendar outlined for the process is below. There is some room for an additional meeting if needed to make the deadline of December 13th for filing a resolution for the February Special Election.

- ~~August 7, 2024 – Adopt Ordinance Establishing TBD Completed~~
- **September 19, 2024- Adopt ordinance assuming powers of the District On this agenda**
- October 17, 2024 – Adopt resolution for the TBD Sales Tax Ballot Measure for Feb 11th election
- December 13, 2024 – Last day to file for February Special Election
- February 11, 2025 – Special Election (tax implemented on July 1, received in September 2025)

Attached is a draft ordinance authorizing the City of Stevenson City Council to assume the powers of the Transportation Benefit District as discussed at the August 22nd council meeting.

Action Needed:

MOTION: To adopt the ordinance assuming the rights, powers, functions and obligations of the Stevenson Transportation Benefit District pursuant to RCW 36.74.

OR No motion and it moves to the October 17th, 2024 meeting for a second reading.

**CITY OF STEVENSON, WASHINGTON
ORDINANCE NO. 2024-1221**

**AN ORDINANCE OF THE CITY OF STEVENSON, WASHINGTON, ASSUMING THE
RIGHTS, POWERS, FUNCTIONS AND OBLIGATIONS OF THE STEVENSON
TRANSPORTATION BENEFIT DISTRICT PURSUANT TO RCW 36.74**

Whereas, City Council of the City of Stevenson has adopted ordinance 2024-1219 creating the Stevenson Transportation Benefit District with the same boundaries as the City limits; and

Whereas, the RCW 36.74 provides “any city or county in which a transportation benefit district has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the transportation benefit district in accordance with this chapter”; and

Whereas, the City Council of the City of Stevenson adopted Resolution 2024-439 indicating the intention of the City to conduct a hearing concerning the assumption of the rights, powers, functions and obligations of the Stevenson Transportation Benefit District; and

Whereas, the City Council of the City of Stevenson held a public hearing concerning the assumption of the rights, powers, functions and obligations of the Transportation Benefit District on September 19, 2024; and

Whereas, the City Council finds the public interest and welfare is satisfied by the City assuming the rights, powers, immunities, functions, an obligations of the Stevenson Transportation Benefit District; and

Whereas, after the public hearing, the City Council voted to assume the rights, powers, functions, and obligations of the Stevenson Transportation Benefit District.

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

Section 1. Findings. The City Council makes the following findings to support the actions described herein:

A. Background

1. Chapter 36.74 RCW provides the authority for the City of Stevenson to take over and assume rights, powers, functions, and obligations of the Stevenson Transportation Benefit District.
2. This action will significantly simplify the administration and of the funds collected for streets for greater efficiency of government.
3. The Stevenson Transportation Benefit District has not yet collected any funds, does not have any contracts, has not committed to any projects, and has not spent any funds, which simplifies the transfer of authority.
4. The Stevenson Transportation Benefit District as of yet does not have any assets, further simplifying the transfer of authority.

Section 2. Assumption of the Stevenson Transportation Benefit District. The City hereby assumes all rights, powers, immunities, functions, and obligations of the Stevenson Transportation Benefit District and the City of Stevenson is hereby vested with every right, power, immunity, functions, an obligation currently granted to or possessed by the Stevenson Transportation Benefit District.

Section 3. Severability. If any section, sentence, clause, or phase of this ordinance should be held to be invalid or unconstitutional in a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in force five (5) days after its publication as provided by law.

PASSED BY THE CITY COUNCIL this _____ day of _____, 2024.

Scott Anderson, Mayor

APPROVED AS TO FORM:

ATTEST:

Robert Muth
City Attorney

Leana Kinley, City Clerk



City of Stevenson

Planning Department

(509)427-5970

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

TO: City Council
FROM: Ben Shumaker
DATE: September 19th, 2024
SUBJECT: Sewer/Septic Ordinance – Legal Review

Introduction

On June 15, 2023, city staff initiated discussions to change the sewer connection requirement under SMC 13.08.070 and .120. The change was intended to advance the Council’s strategic priorities related to Financial Health, Quality Infrastructure, and Internal Processes (Community Look & Feel was not an adopted priority in 2023). That proposal aimed to establish a consistent level of service by having development pay to extend the sewer utility to city limits. It was discussed again on August 24th and September 21st, 2023, at council workshops where it was referred to a Sewer Ordinance Committee.

City Council Strategic Priorities



The final report from the Committee was presented to Council on January 18th, 2024, and discussed at the February 15th, March 21st, April 18th. The ordinance was redrafted to incorporate the recommendations of the committee. At the May 16th meeting, the Council authorized a public release draft to enable continued community engagement. At the August 7th meeting, the Council requested changes based on legal analysis of the earlier draft. The redrafted ordinance continues to advance the strategic priority related to Quality Infrastructure. Modifications address Community Look & Feel and Governance. They do so at the

expense of the Financial Health priorities.

Documents, recordings, and minutes from the previous meetings are available online at <https://www.ci.stevenson.wa.us/meetings>.

This discussion draft incorporates the Council’s requests made in August. Yellow highlighting in the draft indicates changes from that previously authorized. Green highlighting indicates where some specific discussion is warranted. The City Council is asked to evaluate the modifications and discuss remaining options. After discussion, the Council could consider whether to:

- Request alteration of the current draft amendments for future consideration,
- Release (or alter and release) the draft amendment for broader public engagement and input,
- Abandon the amendments and move on to other matters.

City Council deliberations are not expected to include public comments.

A Return to the Garage and the Toolbelt Analogy

As presented in the Spring, the policy discussion was compared to a garage full of tools and the City Council’s burden of picking the right tools for the job. This discussion asks the Council to recall that analogy and evaluate

whether the tools presented in the draft are appropriate for this issue. Tools deemed inappropriate should be left in the garage. Only those which the Council desires to use should remain in the public release draft.

Changes in Draft

The following changes are highlighted in **yellow**. Staff anticipates little discussion of these items.

SMC 13.08.010, .070, .072. Connection Options → Connection Requirements.

These changes effectuate the change discussed in SMC 13.08.076, discussed below.

Both the previous and current discussion drafts involve 10 different categories and existing development may fall into. Changing from connection options to connection requirements allowed the simplification of this table down to 7 categories.

SMC 13.08.076. Stand-by Fee → Penalty for Failure to Connect.

This change was prompted by the Council's review of the legal challenges presented in the previous draft. Despite the change in terminology, the net financial effect is the for lot owners. This draft includes language related to the City's authority. It also establishes how the penalty amount may be set. The section has been moved down later in the document, indicating it is farther away from the City's regulatory intent than the connection incentive and phase-in allowance.

SMC 13.08.075. Phase-In Allowance.

No change to the policy. The language has been altered to be consistent with the discussion of connection incentives, below.

The following changes are highlighted in **green**. Staff anticipates discussion of these items prior to public release.

SMC 13.08.074. Connection Incentive.

This draft presents a "middle way". The Sewer Ordinance Committee recommended waiving system development charges (SDCs). Legal analysis noted a constitutional limitation to the waiver and suggested limiting it to instances benefiting the poor and infirm. The City Council requested a draft that included a waiver for all, accepting the legal risk in doing so. The middle way of this draft 1) provides a 90-day window where the waiver would be available to all, 2) provides a 3-year window when the waiver would benefit those with low-and moderate-income, and 3) allows for a deferral of the SDCs until the property is sold/transferred. While the middle way will help the City's program withstand legal challenges, it is presented here to help the City withstand other types of challenges such as those by the system's current ratepayers and the State Auditor's Office.

If the Council does not wish to leave this tool in the toolbelt, the following can substitute. Yellow highlighting indicates the changes:

13.08.074 Public Sewer Available—Connection Incentive.

- A. A connection incentive is hereby established. The incentive allows for the waiver of the wastewater system development charge applicable to the development on a lot. The connection incentive advances valid governmental interests in reducing administrative burdens, reducing risks of soil and water contamination, and ensuring the availability of affordable housing to all economic segments of the population.
- B. Waiver, General. The wastewater system development charge will be waived for all developments if connection to the public sewer system is made within **3-years** after the date of the official notice issued by the director under SMC 13.08.072(A).
- C.** Action Required. If, within 90 days after the date of the official notice issued by the director under SMC 13.08.072(A), no statement of intent is provided under SMC 13.08.072(B) and if no connection to the public sewer system is made within 3 years of

the date of the official notice issued by the director, the connection incentive established herein shall not be available to the lot.

SMC 13.08.075. Relief on Appeal.

The City Council discussion speculated on the impact a sewer connection requirement would have on a lot owner who might've just installed a new on-site septic system. Staff discussion indicated it may be possible to prescribe a set amortization curve to accommodate such situations. Instead of preempting future Council's decision-making, the current draft simply lists what relief may be granted upon appeal. The list helps guide future decisions in a way that is as non-directive as possible.

Next Steps

Once authorized, the public release draft ordinance will be circulated to solicit public comment. Once public comment is received, the City Council will be asked whether to continue the amendment discussion or whether to maintain the code as-is. If amendment discussions continue, the City Council will be asked for direction on how to further incorporate public comments.

Prepared by,

Ben Shumaker
Community Development Director

Attachment

1- September Discussion Draft Ordinance (45 pages)

Chapter 13.08 SEWER AND PRETREATMENT

Sections:

13.08.010 Purpose and policy.

This chapter sets clear standards and requirements for any person served by the publicly owned treatment works (POTW) for the city and the means by which such requirements will be imposed and enforced. This chapter is intended to:

- A. Establish standards for the collection of sewage and wastewater in areas served by the city of Stevenson.
- B. Prevent any discharge to the sanitary sewer which could:
 1. Damage the transmission or treatment systems;
 2. Interfere with the POTW's operation;
 3. Be incompatible with the POTW's biological processes.
 4. Pass through the treatment plant at levels which may harm the environment;
 5. Threaten the health and safety of employees and the public.
- C. Enable the city to support the implementation of a pretreatment program that meets Washington State rules in Chapter 173-216 WAC, federal rules of 40 CFR part 403, conditions of its National Pollutant Discharge Elimination System (NPDES) permit, sludge use and disposal requirements, and any other federal or state laws to which the POTW is subject.
- D. Promote reuse and recycling of industrial wastewater and sludge from the POTW.
- E. Provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW. More specifically, equitable distribution of costs is accomplished by expanding the pool of ratepayers to include those **to whom the public sewer system is available but who do not connect thereto**. Equitable distribution of costs for POTW expansion is accomplished by placing greater expectations on ratepayers and the public at large to pay than on developers.
- F. Manage urbanization through the expansion of the public sewer system. More specifically, this management is accomplished by keeping Stevenson Stevenson in areas where the public sewer system is not available. This management is accomplished, in part, by City's more stringent approach to development of commercial uses, multi-family uses, and land divisions of 3 lots than for development of single-family and two-family residential development and land divisions of only 2 lots. The desired management is accomplished, in part, by the real estate development market's response to City standards. The City expects the market for the latter development types to continue according to existing trends. The City expects **these trends** to decrease the inventory of land available to the former development types and increase the per dwelling cost of extending public sewer to such areas. The City expects this increase will make more intensive and dense land uses less feasible, which will continue to under-supply the market's demand. Moreover, the City deems increased housing costs and utility rates an acceptable outcome of keeping Stevenson Stevenson.

13.08.020 Applicability.

This chapter shall apply to all properties within the corporate limits of Stevenson and to all persons connected or believed or intended to be connected to the sanitary sewer collection system operated by the city. Such persons shall be known as users as defined herein, and the provisions of this ordinance apply as specified herein to standard users, significant industrial users, and non-significant industrial users. The ordinance compels

the production of information; authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

13.08.030 Administration.

Except as otherwise provided herein, the director shall administer, implement, and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the director may be delegated by the director to other city personnel.

13.08.040 Abbreviations.

The following abbreviations, when used in this chapter, shall have the designated meanings:

AKART - All known, available, and reasonable treatment

BOD - Biochemical Oxygen Demand

BMP - Best Management Practice

CFR - Code of Federal Regulations

CIU - Categorical Industrial User

EPA - U.S. Environmental Protection Agency

gpd - gallons per day

mg/l - milligrams per liter

NOEC - No observable detrimental effect

NPDES - National Pollutant Discharge Elimination System

NSCIU - Non-Significant Categorical Industrial User

OSS – On-site septic system

POTW - Publicly Owned Treatment Works

RCRA - Resource Conservation and Recovery Act

SIU - Significant Industrial User

TSS - Total Suspended Solids

U.S.C. - United States Code

13.08.050 Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

A. Words and Phrases beginning with "A".

1. "ASTM specification." All references to the form ASTM mean the Standard Specifications or Methods of the American Society for Testing Materials of the serial designation indicated by the number and, unless otherwise stated, refer to the latest adopted revision of such specifications or method.
2. "Act" or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 on.

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3. "Approval authority." The Washington State Department of Ecology, Water Quality Program Manager.
 4. "Authorized or duly authorized representative of the user."
 - a. If the user is a corporation:
 - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - c. If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - d. The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.
 5. "Available." A public sewer abuts a lot along any street, alley, right-of-way or easement accessible to the lot owner. Generally this means extension of a public sewer is not necessary to serve the lot.
- B. Words and Phrases beginning with "B".
1. "Biochemical oxygen demand or BOD." The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees centigrade, usually expressed as a concentration (e.g., mg/l).
 2. "Best management practices" or "BMPs" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in SMC 13.08.210(A) and (B) [40CFR 403.5(a)(1) and (b)]. BMPs may also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
 3. "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.
 4. "Building sewer" means the extension from the building drain to the property line or right-of-way line for connection with the public sewer service connection.
- C. Words and Phrases beginning with "C".
1. "Categorical pretreatment standard" or "categorical standard." Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Section 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.
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2. "Categorical industrial user." An industrial user subject to a categorical pretreatment standard or categorical standard.
 3. "City." The city of Stevenson or its city council
 4. "Combined sewer" means a sewer receiving both surface runoff and sewage.
 5. "Composite sample." A representative composite of samples of a waste stream taken throughout the period of a day when discharges are produced by a regulated activity. "Time proportionate" samplers shall be used, unless there is capability to interface with a flow metering device to produce a representative "flow proportionate" composite sample.
 6. "Connection" or "connect" means construction of sewer line, which could include building sewer and service connection, connecting a structure or structures on a lot to a public sewer.
- D. Words and Phrases beginning with "D".
1. "Daily concentration." The concentration obtained through analysis of a composite sample of all discharges over a day (or 24-hour period) or the average of all discrete samples taken over such period.
 2. "Daily limit (maximum daily limit)." The maximum allowable discharge of a pollutant over a calendar day or equivalent 24-hour period. Where daily limits are expressed in units of mass, compliance is the product of the Daily Concentration and the flow over the same period.
 3. "Director." The city of Stevenson public works director, or designee.
- E. Words and Phrases beginning with "E".
1. "Ecology." The Washington State Department of Ecology, who is also the control authority for purposes of the federal pretreatment program.
 2. "Environmental Protection Agency" or "EPA." The U.S. Environmental Protection Agency or, where appropriate, the regional water management division director, the regional administrator, or other duly authorized official.
 3. "Existing source." Any source of discharges subject to categorical standards and discharging prior to the promulgation of those standards or otherwise not meeting the definition of a "new source" in this section.
- F [Reserved.]
- G. Words and Phrases beginning with "G".
1. "Garbage" means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.
 2. "Grab sample." A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed 15 minutes.
- H. [Reserved.]
- I. Words and Phrases beginning with "I".
1. "Indirect discharge" or "discharge." The introduction of pollutants into the POTW from any nondomestic source subject to this chapter or other state or federal regulations.
 2. "Industrial wastes" means the liquid wastes from industrial processes as distinct from sewage from other sources.
 3. "Instantaneous limit." The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of a discrete sample. For analytes for which users must take a grab sample for compliance purposes, this standard is the same as the daily maximum standard. For all other pollutants the instantaneous limit shall be twice the daily limit.
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4. "Interference." A discharge which causes (either by itself or in combination with other discharges) a violation of the city's NPDES permit or prevents the intended sewage sludge use or disposal by inhibiting or disrupting the POTW, including its collection systems, pump stations, and wastewater and sludge treatment processes. For example, a discharge from a user which causes a blockage resulting in a discharge at a point not authorized under the city's NPDES permit.
- J. [Reserved.]
- K. [Reserved.]
- L. Words and Phrases beginning with "L".
1. "Local limits." Effluent limitation developed for users by the director to specifically protect the potw from the potential of pass through, Interference, and intended biosolids uses. Such limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater. See SMC 13.08.240 for a full list of local limits.
 2. "Lot." A fractional part of divided lands having fixed boundaries and being of sufficient area and dimensions to meet relevant zoning requirements. "Lot" also is any identifiable parcel of unsubdivided land with established boundaries set forth in a deed or other form of conveyance. The term includes "tract" and "parcel" and excludes the term "tax parcel".
 3. "Lot Line." Any line bounding a lot as defined herein.
- M. Words and Phrases beginning with "M".
1. "Medical waste." Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
 2. "Monthly average." The arithmetic mean of the effluent sample results collected during a calendar month or specified 30-day period. Where the city has taken a sample during the period, it must be included in the monthly average if provided in time. However, where composite samples are required, grab samples taken for process control or by the city are not to be included in a monthly average.
 3. "Monthly average limit." The limit to be applied to the monthly average to determine compliance with the requirements of this chapter (see SMC 13.08.240 for listing).
 4. "Multi-Family Development." Any lot on which 3 or more dwellings are located or intended to be located.
- N. Words and Phrases beginning with "N".
1. "Natural outlet" means any outlet into a water-course, pond, ditch, lake or other body of surface or groundwater.
 2. "New source."
 - a. A facility whose construction began after categorical pretreatment standards applicable to its operations were proposed and with a real or potential discharge provided the facility is: A) constructed at a site at which no other source is located; B) totally replaces the process or production equipment that generate regulated process waste streams at an existing source; or C) the new processes are substantially independent of an existing source at the same site.
 - b. Construction at an existing source does not make the source a new source if the construction merely alters, partially replaces, or adds to existing process or production equipment.
 - c. Construction of a new source is considered to have begun when the owner or operator either began significant site preparation work including earthwork or removal of structures to allow the new facilities or equipment, began constructing a facility or emplacing equipment, or entered
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into a binding contract to purchase necessary facilities or equipment within a reasonable time prior to operation.

Users must provide documentation sufficient to conclusively substantiate any existing source claim with their initial permit application. Once categorized as a new source, users may not assert "existing source" status in subsequent permit renewals.

3. "Non-contact cooling water." Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- O. Words and Phrases beginning with "O".
1. "On-site sewage system" or "OSS". An integrated system of components, located on or nearby the property it serves, that conveys, stores, treats, and/or provides subsurface soil treatment and dispersal of sewage. It consists of a collection system, a treatment component or treatment sequence, and a soil dispersal component. An on-site sewage system also refers to a holding tank sewage system or other system that does not have a soil dispersal component.
- P. Words and Phrases beginning with "P".
1. "Pass through." A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city's NPDES permit, including an increase in the magnitude or duration of a violation.
 2. "Person." Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.
 3. "pH." A measure of the acidity or alkalinity of a solution, expressed in standard units.
 4. "Pollutant." Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, carbonaceous oxygen demand, toxicity, or odor).
 5. "Pretreatment." The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. Dilution is not considered pretreatment.
 6. "Pretreatment requirements." Any substantive or procedural requirement related to pretreatment imposed on a user other than a pretreatment standard such as the proper operation of pretreatment devices, record keeping, and reporting.
 7. "Pretreatment standards" or "standards." Discharge prohibitions (SMC 13.08.210), categorical pretreatment standards (SMC 13.08.220), state pretreatment standards (SMC 13.08.230), local limits (SMC 13.08.240), and site-specific limits based on potential for vapor toxicity, explosion, sewer corrosion, or other detrimental effects to the POTW.
 8. "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of foods that have been shredded to such degree that all particles will be carried freely under the flow and conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
 9. "Public sewer" means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.
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10. "Publicly owned treatment works" or "POTW." A treatment works, as defined by Section 212 of the Act (33 U.S.C. Section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. Q.
[Reserved.]
- R. [Reserved.]
- S. Words and Phrases beginning with "S".
1. "Sanitary sewer" means a sewer which carries sewage and to which storm, surface and groundwater are not intentionally admitted.
 2. "Septic tank waste." Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The director may also consider wastes from other holding tanks such as boat blackwater, bilge water, cesspools, and treatment lagoons to be septic tank waste so long as they are absent chemicals which might inhibit biological activity.
 3. "Service connection" means a public sewer which has been constructed to the property line or right-of-way from a public sewer lateral or main for the sole purpose of providing a connection for the building sewer.
 4. "Sewage." Human excrement and gray water (e.g., water from household showers, toilets, kitchens, clothes and dish washing, and related domestic activities).
 5. "Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.
 6. "Sewage works" means all city-owned facilities for collecting, pumping, treating and disposing of sewage.
 7. "Sewer" means a pipe or conduit for carrying wastewater.
 8. "Single-Family Development." Any lot on which one dwelling is located or intended to be located.
 9. "Significant industrial user" or "SIU". Except as provided in paragraphs (3) and (4) of this section, a Significant Industrial User is:
 - a. A user subject to categorical pretreatment standards; or
 - b. A user that:
 - i. Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - ii. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - iii. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
 - c. The city may determine that a user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - i. The user, prior to city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

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- ii. The user annually submits the certification statement required in SMC 13.08.695(B) [see 40CR 403.12(q)], together with any additional information necessary to support the certification statement; and
 - iii. The user never discharges any untreated concentrated wastewater.
 - iv. Upon a finding that a user meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such user should not be considered a significant industrial user.
- 10. "Slug load" or "slug discharge." Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits or permit conditions. This includes discharges at a flow rate or concentration which could cause a violation of the prohibited discharge standards of SMC 13.08.210.
 - 11. "Standard user." A user that is not subject to a categorical pretreatment standard or categorical standard.
 - 12. "Storm sewer" or "storm drain" means a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.
 - 13. "Storm water." Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
 - 14. "Suspended solids." The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.
- T. Words and Phrases beginning with "T".
 - 1. "Two-Family Development." Any lot on which 2 dwellings are located or intended to be located. This includes developments involving accessory dwelling units.
 - U. Words and Phrases beginning with "U".
 - 1. "User" or "industrial user." A source of indirect discharge.
 - V. [Reserved.]
 - W. Words and Phrases beginning with "W".
 - 1. "Wastewater." Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.
 - 2.. "Wastewater treatment plant" or "treatment plant." That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.
 - 3. "Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently.

13.08.060 Certain facilities prohibited.

Except as provided in this chapter, it is unlawful to construct or maintain any on-site sewage system, including but not limited to privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage or industrial wastes.

13.08.070 Connection with public sewer required.

- A. Compliance Required. The owner of any lot which generates sewage or industrial wastes within the city must, at their own expense, install suitable toilet and/or wastewater facilities and comply with Table 13.08.070-1.

Table 13.08.070-1: Sewage and Wastewater Disposal Connection Requirements		
	Public Sewer Available	Public Sewer Not Available
New Development		
Commercial or Industrial	Connect to public sewer	Extend and connect to public sewer
Multi-Family	Connect to public sewer	Extend and connect to public sewer
Land Division Resulting in 3 Lots or More	Connect to public sewer	Extend and connect to public sewer
Land Division Resulting in 2 Lots	Connect to public sewer	Install OSS ^{1,2,3}
Single-Family or Two-Family	Connect to public sewer	Install OSS ³
Existing Development		
Alteration of any existing development type which necessitates expansion of existing OSS	Connect to public sewer	Continue use of existing OSS ³
Continuation, Repair, or Alteration of any development type which does not necessitate expansion of existing OSS	Connect to public sewer	Continue use of existing OSS
<p>1 – Where any lot in the land division equals or exceeds double the minimum lot size allowed when public sewer is available shall demonstrate how public sewer service can be made available to all lots within the division.</p> <p>2 – When sewer becomes available to any lot within a land division approved after the effective date of this ordinance, it shall be deemed available to all lots within said land division.</p> <p>3 – Installation or expansion of an OSS will not be approved unless the lot owner agrees to pay a proportionate share of the cost to make sewer available to the lot.</p>		

- B. Exceptions. The following exceptions are permitted to the requirements of Table 13.08.070-1: Sewage and Wastewater Disposal Connection Requirements:
1. The installation, modification, and continued use of an OSS is also subject to the controls adopted by the county or state health officials.
 2. Any lot to which public sewer is not available has the option to extend and connect to public sewer.
 3. Lots granted relief after appeal under SMC 13.08.078.

13.08.072 Public Sewer Availability—Notification, Response.

- A. Notification. Whenever **connection to public sewer is required under SMC Table 13.08.070-1**, the director shall send a notice to the lot owner informing them of **said requirement**, the permissible exceptions thereto, **the connection incentives available under SMC 13.08.074**, the **phase-in allowance available under SMC 13.08.075**, and the **penalty for failure to connect established under SMC 13.08.076**.
- B. Response Required. Within 90 days of the date of the official notice issued by the director, the lot owner shall inform the City of their intent to comply with SMC 13.08.070 and whether they intended pursue a connection incentive and/or phase-in allowance.
- C. Connections. Where **compliance with SMC 13.08.070 requires connection** to the public sewer system, the connection shall be made, either by gravity or with approved pumping facilities, in accordance with the provisions of this chapter and the Stevenson Engineering Standards and at no expense to the City.

13.08.074 Public Sewer Available—Connection Incentive.

- A. A connection incentive is hereby established. The incentive allows for the waiver or deferral of the wastewater system development charge applicable to the development on a lot. The connection incentive advances valid governmental interests in reducing administrative burdens, reducing risks of soil and water contamination, and ensuring the availability of affordable housing to all economic segments of the population.
- B. Waiver, General. The wastewater system development charge will be waived for all developments if connection to the public sewer system is made within 90 days after the date of the official notice issued by the director under SMC 13.08.072(A).
- C. Waiver, Low – and Moderate-Income. The wastewater system development charge will be waived for eligible developments if connection to the public sewer system is made within 3 years after the date of the official notice issued by the director under SMC 13.08.072(A). Eligibility for the waiver is as follows:
1. Within 90 days after the date of the official notice issued by the director, a lot owner must submit a notice of intent to connect to public sewer or enter into a phase-in agreement under SMC 13.08.075.
 2. The party or parties benefiting from the waiver must qualify for relief under SMC 13.10.100, SMC 13.10.110, or SMC 13.10.120.
- D. Deferral. The wastewater system development charge will be deferred for eligible developments if connection to the public sewer system is made within 3 years after the date of the official notice issued by the director under SMC 13.08.072(A). Eligibility for the deferral is as follows:
1. Within 90 days after the date of the official notice issued by the director, a lot owner must submit a notice of intent to connect to public sewer or enter into a deferral agreement. Said agreement shall be recorded as a real property lien until the deferral has been repaid to the city, be reviewed for acceptability by the City Attorney and run with the land.
 2. The lot owner must agree to pay the deferred wastewater system development charge in full upon sale or transfer of the property.
 3. The lot owner shall record fully executed agreements with the Skamania County Auditor's Office.
- E. Action Required. If, within 90 days after the date of the official notice issued by the director under SMC 13.08.072(A), no statement of intent is provided under SMC 13.08.072(B) and if no connection to the public sewer system is made within 3 years of the date of the official notice issued by the director, the connection incentive established herein shall not be available to the lot.

13.08.075 Public Sewer Available—Phase-In Allowance.

- A. A phase-in allowance is hereby established. The phase-in allowance provides an option to delay connection to the public sewer system and to reduce the penalty for failure to connect by 50% during the phase-in period.
- B. The phase-in period shall not exceed 3 years after the date of the official notice issued by the director under SMC 13.08.072(A).
- C. Eligibility for the phase-in allowance is as follows:
1. Within 90 days after the date of the official notice issued by the director under SMC 13.08.072(A), the lot owner must enter into a phase-in agreement. Said agreement shall be reviewed for acceptability by the City Attorney and run with the land.
 2. The lot owner must agree to pay the reduced penalty for failure to connect during the phase in period.
 3. The lot owner must agree to pay for the back-billing of the entire amount of the reduced penalty, if connection to the public sewer system is not made within 3 years of the official notice issued by the director.

4. The lot owner shall record fully executed agreements with the Skamania County Auditor's Office.

13.08.076 Failure to Connect—Penalty.

A. Public Sewer Available. If the lot owner fails to connect to the public sewer system pursuant to SMC 13.08.072, the following provisions shall apply:

1. Penalty. The lot shall be subject to a monthly penalty. The amount of the penalty shall be established and periodically adjusted by resolution of the City Council. The maximum monthly penalty amount shall equal the charge that would be made for sewer service if the lot was connected to such system. The resolution may establish a lesser penalty to exclude costs related to operations and maintenance of the WWTP.

2. Pursuant to the authority granted under RCW 35.67.200, a lien shall be recorded against the property for all penalties levied under this section including an interest rate of 5% per annum computed on a monthly basis.

B. Public Sewer Not Available. If the lot owner fails to extend and connect to the public sewer system pursuant to SMC 13.08.072, the City may withhold development permits and certificates of occupancy.

13.08.078 Connection with public sewer required—Appeal.

A. Appeal Authorized. When compliance with SMC Table 13.08.070-1 requires connection to the public sewer system, a lot owner may file written objections with the city against so being required to install such facilities, the provisions of SMC 13.08.070 shall not be enforced upon such owner until the city council shall have, at a meeting thereof, heard such objections of such owner, and rendered its decision thereon. Such meeting shall be held not less than 10 days or more than 45 days after the date of the filing of such objections. Not less than 7 days prior to the date set for such meeting, the city council shall give due notice of the date set therefor to such owner. The decision of the city council shall be final and no appeal shall be taken therefrom by such owner except as is provided by law.

B. Timeliness. Appeals are timely if received by the director within 90 days after the date of the official notice issued by the director under SMC 13.08.074(A) or within 90 days of the date of such other notice issued by the director citing a requirement to connect to the public sewer system under SMC Table 13.08.070-1.

C. Relief Available. The City Council may, at its sole discretion, grant or deny relief upon appeal. Available relief includes but is not limited to exempting development from a requirement to extend public sewer, extending the period when the connection incentive is available, extending the phase-in period to better amortize the useful life of an existing OSS, and reducing the penalty for failure to connect.

D. Review Criteria. Factors for Council consideration of appeals may include and are not limited to:

1. Whether or not the length of the building sewer or sizing of pumping facilities necessary to connect to public sewer present a financial hardship for the appellant. For the purposes of this subsection, "financial hardship" means an unrecoverable cost equal to or exceeding 20 percent of the fair market value of the building site with sewer facilities installed, or if the property is already developed, 20 percent of the fair market value of the building and building site with sewer facilities installed.

2. Whether or not the appellant has requested and been denied a latecomer reimbursement agreement for the cost of extending public sewer, provided extension is necessary.

3. Whether or not the lot owner is willing to enter into a ULID no-protest or other agreement to pay a proportionate share of future extension of the public sewer system.

4. Whether or not development on the lot is owner-occupied or used for nonprofit purposes.

5. Whether or not the use or density of development on the lot is consistent with adopted city plans.

6. Whether or not the OSS has been inspected and found to be of suitable size and condition.

7. Whether or not there is evidence of water quality degradation in a nearby potable water well or watercourse.

- E. Recording. When the decision of the City Council is contingent on an agreement by the lot owner, The lot owner shall record fully executed agreements with the Skamania County Auditor's Office.

13.08.080 Connection with public sewer—Permit.

- A. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the director.

13.08.090 Connection with public sewer—Building sewers.

- A. Where existing buildings are too low to be served by gravity to an available sewer, and when required to connect to public sewer as stipulated under SMC 13.08.070, the owner will install a unit to pump sewage into the available sanitary sewer system. The owner shall operate and maintain private sewage pumping facilities in a sanitary manner at all times, at no expense to the city.
- B. Old building sewers may be used in connection with new buildings, or new building sewers only when they are found to meet all requirements of the Stevenson Engineering Standards.

13.08.100 Industrial user surveys.

The city is obligated under federal law to identify all users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such users. To satisfy this requirement, the Director will categorize all users as either "standard user" or "categorical industrial user". To ensure proper categorization, all sources of non-domestic discharges to the POTW must, upon request of the Director, periodically complete an industrial user survey form. Proper completion of survey requirements is a condition of initial and continued discharge to the public sewer system. Users failing to fully comply with survey requirements within 30 days shall be subject to all enforcement measures authorized under this chapter including termination of service. The director is authorized to prepare several forms for this purpose and require completion of the particular form which the director determines appropriate to provide the information needed to categorize each user. The director shall be authorized to categorize each user, provide written notice of a user's categorization and what it means, and revise this categorization at any time.

13.08.140 On-Site Sewage System—Compliance with state standards required.

- A. The type, capacities, location and layout of an on-site sewage system shall comply with all recommendations and requirements of county or state health officials.
- B. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

13.08.142 Administrative Appeal of Health Official Requirement to Connect.

- A. Appeal Authorized. When compliance with the requirements of county or state health officials results in connection to the public sewer system which is not already required by SMC Table 13.08.070-1, a lot owner may file written objections with the director against said requirement from county or state health officials, said requirement shall not be enforced upon such owner until the director shall have heard such objections of such owner, and rendered a decision thereon. Such meeting shall be held not less than 10 days or more than 45 days after the date of the filing of such objections. Not less than 7 days prior to the date set for such meeting, the director shall give due notice of the date set therefor to such owner and the relevant county or state health officials. The decision of the director shall be final and no appeal shall be taken therefrom by such owner except as is provided by law.

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- B. Timeliness. Appeals are timely if received by the director within 90 days after the date of the official notice issued by the county or state health official citing a requirement to connect to the public sewer system.
 - C. Review Criteria. The director shall grant relief upon appeal only when the following criteria are satisfied:
 - 1. The length of the building sewer or sizing of pumping facilities necessary to connect to public sewer presents a financial hardship for the appellant. For the purposes of this subsection, “financial hardship” means an unrecoverable cost equal to or exceeding 20 percent of the fair market value of the building site with sewer facilities installed, or if the property is already developed, a cost equal to or exceeding 120 percent of the cost to achieve OSS compliance.
 - 2. The appellant has requested and been denied a latecomer reimbursement agreement for the cost of extending public sewer, if extension is required.
 - 3. The lot owner is willing to enter into a ULID no-protest or other agreement to pay a proportionate share of future extension of the public sewer system.
 - 4. Development on the lot is owner occupied or used for nonprofit purposes.
 - 5. The use or density of development on the lot is consistent with adopted city plans.
 - 6. The OSS has been inspected and found to be of suitable size and condition.
 - 7. There is no evidence of water quality degradation in a nearby potable water well or watercourse.
 - D. Recording. When the decision of the director is contingent on an agreement by the lot owner, The lot owner shall record fully executed agreements with the Skamania County Auditor’s Office.

13.08.150 Private system—Connection with public sewer required when—Abandonment of private facilities.

At such time as a lot connects to the public sewer system, any existing septic tanks, cesspools and similar private sewage disposal facilities not utilized in an approved pumping facility shall be abandoned according to the requirements of county or state health officials.

13.08.160 On-Site Sewage System—Permitting, Inspection, and Maintenance requirements.

- A. Where a public sewer system is not available under the provisions of SMC 13.08.070, the building sewer shall be connected to a private on-site sewage system.
- B. Before commencement of construction, expansion, replacement, or repair of an on-site sewage system the owner shall first obtain a written permit signed by the director. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the director. The appropriate permit and plan check fee shall be paid to the city at the time the application is filed.
- C. A permit for a private on-site sewage system shall not become effective until the installation is completed to the satisfaction of the director. They shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the director when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 48 hours of the receipt of notice by the director.
- D. The owner shall operate and maintain private sewage disposal or pumping facilities in a sanitary manner at all times, at no expense to the city.

13.08.170 Provisions not to limit additional requirements.

No statement contained in this Chapter SMC 13.08 shall be construed to interfere with any additional requirements that may be imposed by county or state health officials.

13.08.210 Prohibited discharge standards.

- A. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.
- B. Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - 1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW, a public nuisance or hazard to life, or prevent entry into the sewers for their maintenance and repair or are in any way injurious to the operation of the system or operating personnel. This includes waste streams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR 261.21.
 - 2. Wastewater having a pH less than 5.0 or more than 11.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. Discharges outside this pH range may be authorized by a permit issued by the city pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH.
 - 3. Solid or viscous substances in amounts which may cause obstruction to the flow in the sewer or other interference with the operation of the system. In no case shall solids greater than one-quarter inch (0.64 cm) in any dimension be discharged.
 - 4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
 - 5. Wastewater having a temperature which will interfere with the biological activity in the system, has detrimental effects on the collection system, or prevents entry into the sewer. In no case shall wastewater be discharged which causes the wastewater temperature at the treatment plant to exceed 104 degrees F (40 C).
 - 6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through.
 - 7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.
 - 8. Trucked or hauled pollutants.
 - 9. The following are prohibited unless approved by the director under extraordinary circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment sewage flows due to septic conditions. (As required under WAC 173-216-050)
 - a. Non-contact cooling water in significant volumes.
 - b. Stormwater, or other direct inflow sources.
 - c. Wastewaters significantly affecting system hydraulic loading, which do not require treatment or would not be afforded a significant degree of treatment by the system.

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10. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
 11. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit.
 12. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations.
 13. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater, unless specifically authorized by the director.
 14. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
 15. Medical wastes, except as specifically authorized by the director in a wastewater discharge permit;
 16. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity test;
 17. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
 18. Fats, oils, or greases of animal or vegetable origin in concentrations greater than 300 mg/l, or total petroleum hydrocarbon concentrations of no more than 100 mg/l.
 19. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than ten percent or any single reading over 20 percent of the lower explosive limit based on an explosivity meter reading.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

13.08.220 National categorical pretreatment standards.

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405—471 are hereby incorporated.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, Ecology may impose equivalent concentration or mass limits in accordance with SMC 13.08.220.D and 13.08.220.E (see 40 CFR 403.6(c)).
- B. When categorical pretreatment standards are expressed in terms of a mass of pollutant which may be discharged per unit of production, Ecology may either impose limits based on mass or equivalent effluent concentrations. The user must supply appropriate actual or projected long-term production rates for the unit of production specified in order to facilitate this process. (See 40 CFR 403.6(c)(2))
- C. Ecology may permit wastewater subject to a categorical pretreatment standard to be mixed with other wastewaters prior to treatment. In such cases, the user shall identify, in their permit application, all categorical wastestreams and provide sufficient information on each non-categorical wastestream to determine whether it should be considered dilute for each pollutant. Absent information showing that non-categorical wastestreams contain the pollutant in question at levels above that of the supply water, such wastestreams shall be considered dilute. In such situations, Ecology shall apply the combined wastestream formula as found at 40 CFR 403.6(e) to determine appropriate limits.

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- D. When a categorical pretreatment standard is expressed only in terms of pollutant concentrations, an industrial user may request that Ecology convert the limits to equivalent mass limits. Ecology may establish equivalent mass limits if the industrial user meets all of the conditions set forth below.
1. To be eligible for equivalent mass limits, the industrial user must submit information with its permit application or permit modification request which:
 - a. Shows it has a pretreatment system which has consistently met all applicable pretreatment standards and maintained compliance without using dilution.
 - b. Describes the water conserving practices and technologies it employs, or will employ, to substantially reduce water use during the term of its permit.
 - c. Includes the facility's actual average daily flow rate for all waste streams from continuous effluent flow metering.
 - d. Determines an appropriate unit of production, and provides the present and long-term average production rates for this unit of production.
 - e. Shows that long term average flow and production are representative of current operating conditions.
 - f. Shows that its daily flow rates, production levels, or pollutant levels do not vary so much that equivalent mass limits would be inappropriate.
 - g. Shows the daily and monthly average pollutant allocations currently provided based on the proposed unit of production.
 2. An industrial user subject to equivalent mass limits must:
 - a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits.
 - b. Continue to record the facility's flow by continuous effluent flow monitoring.
 - c. Continue to record the facility's production rates.
 - d. Notify Ecology if production rates are expected to vary by more than 20 percent from the baseline production rates submitted according to SMC 13.08.220(D)(1)(d). Ecology may reassess and revise equivalent limits as necessary to reflect changed conditions.
 - e. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to SMC 13.08.220(D)(1)(b) so long as it discharges under an equivalent mass limit.
 3. Equivalent mass limits:
 - a. Will not exceed the product of the actual average daily flow from regulated process(es) of the user and the applicable concentration-based daily maximum and monthly average standards (and the appropriate unit conversion factor).
 - b. May be reassessed and the permit revised upon notification of a revised production rate, as necessary to reflect changed conditions at the facility; and
 - c. May be retained in subsequent permits if the user's production basis and other information submitted in SMC 13.08.220(D)(1) is verified in their reapplication. The user must also be in compliance with SMC 13.08.953 regarding the prohibition of bypass.
- E. Ecology may convert the mass limits of the categorical pretreatment standards of 40 CFR Parts 414 (organic chemicals), 419 (petroleum refining), and 455 (pesticide formulating, packaging and repackaging) to concentration limits in permits for such users. In such cases, the director will document
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the basis and the determination that dilution is not being substituted for treatment in the permit fact sheet.

- F. Ecology must make the documentation of how any equivalent limits were derived (concentration to mass limits or vice versa) publicly available.
- G. Once incorporated into its permit, the user must comply with the equivalent limits in lieu of the categorical standards from which they were derived.
- H. The same production and flow estimates shall be used in calculating equivalent limits for the monthly (or multiple day average) and the maximum day.
- I. Users subject to permits with equivalent mass or concentration limits calculated from a production based standard shall notify the director if production will significantly change. This notification is required within two business days after the user has a reasonable basis to know that that production will significantly change in the next calendar month. Users who fail to notify the director of such anticipated changes must meet the more stringent of the equivalent limits or the user's prior limits.

13.08.230 State pretreatment standards.

Washington State pretreatment standards and requirements, located at Chapter 173-216 WAC, were developed under authority of the Water Pollution Control Act, Chapter 90.48 RCW and are hereby incorporated. The version incorporated is the version current as of the date of the latest revision or version of this ordinance, or amendment thereto. All waste materials discharged from a commercial or industrial operation into the POTW must satisfy the provisions of Chapter 173-216 WAC. In addition to some slightly more stringent prohibitions, (merged with SMC 13.08.210), the following provisions unique to Washington State are required by this chapter for discharges to a POTW:

- A. Any person who constructs or modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. Sources of non-domestic discharges shall request approval for such plans through the Department of Ecology. To ensure conformance with this requirement, proof of the approval of such plans and one copy of each approved plan shall be provided to the director before commencing any such construction or modification.
- B. Users shall apply to Ecology for a permit at least 60 days prior to the intended discharge of any pollutants other than domestic wastewater or wastewater which the director has determined is similar in character and strength to normal domestic wastewater with no potential to adversely affect the POTW. (173- 216-050(1)). Users shall provide proof of compliance with this requirement together with a duplicate permit application to the director prior to commencing the new or changed discharge.
- C. All significant industrial users must apply for and obtain a permit from ecology prior to discharge.
- D. All users shall apply all known, available, and reasonable methods to prevent and control waste discharges to the waters of the state (AKART). The director may determine individually or categorically what represents AKART for a user or category of users. (173-216-050(3)).
- E. Discharge restrictions of Chapter 173-303 WAC (Dangerous Waste) shall apply to all Users. (Prohibited discharge standards have been merged with Federal prohibitions in SMC 13.08.210).
- F. Claims of confidentiality shall be submitted for all information which the user desires confidentiality according to procedures at WAC 173-216-080. Information which may not be held confidential includes the: Name and address of applicant, description of proposal, the proposed receiving water, receiving water quality, and effluent data. Claims shall be reviewed based on the standards of WAC 173-216-080, Chapter 42.17 RCW, Chapter 173-03 WAC, and RCW 43.21A.160.
- G. Persons applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading shall publish notice for each application in the format provided by Ecology unless

Ecology provides a written waiver of the requirement. Such notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:

1. The name and address of the applicant and facility/activity to be permitted.
 2. A brief description of the activities or operations which result in the discharge.
 3. Whether any tentative determination which has been reached with respect to allowing the discharge,
 4. The address and phone number of the office of the Director where persons can obtain additional information.
 5. The dates of the comment period (which shall be at least 30 days),
 6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- H. Ecology may require the applicant to also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the Ecology determines there is sufficient public interest they shall hold a public meeting following the rules of WAC 173-216-100. The director may require users not subject to Ecology permits to provide public notice for a contract, discharge authorization, coverage by local BMPs, food service establishment, or others regulated under authority of this chapter.
- I. Permit terms shall include, wherever applicable, the requirement to apply all known, available, and reasonable methods of prevention, control, and treatment.
- J. All required monitoring data shall be analyzed by a laboratory registered or accredited under the provisions of Chapter 173-50 WAC, except for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.

13.08.240 Local limits.

- A. The director may establish local limits pursuant to 40 CFR 403.5(c).
- B. The following pollutant limits are established to protect against pass through and interference and reflect the application of reasonable treatment technology. No person shall discharge wastewater in excess of the following daily maximum limits if the total mass discharged would exceed that contained in 1,000 gallons at the below limit (see column to the right of each pollutant concentration limit). The director may require flow monitoring or determine appropriate flows to use in making this estimation.
- C. The below limits apply at the point where the wastewater is discharged to the POTW. Ecology may impose mass limits in addition to concentration-based limits.
- D. Users discharging BOD, TSS, or ammonia in excess of the concentration limits by more than the threshold amount must both receive authorization from the director and pay applicable fees (usage, and impact fees) for this loading. Users in excess of this threshold amount shall be subject to the terms of the high strength surcharge program. They shall also be liable for capacity and treatment surcharges assessed by the director under the authority of this chapter up to the "ceiling" loading limit established by written authorization of the director.
- E. Users shall be subject to "instantaneous limits" (as determined by a grab sample) of equal to twice the below "daily maximum" concentrations for any pollutant for which a composite sample is required in a permit. This provision is inapplicable to users without permits, or without the permit requirement to collect a composite sample for the analyte in question.

CONVENTIONAL SURCHARGE POLLUTANT LIMITS

Conc.	Parameter:	Threshold Amount:
300 mg/l	BOD ₅	2.5 lb/d
300 mg/l	total suspended solids	2.5 lb/d
60 mg/l	ammonia	0.5 lb/d

PROTECTION OF SEWER LINE BLOCKAGE

Conc.	Parameter:	Threshold Amount:
300 mg/l	Oil and grease of animal or vegetable origin*	Any amount

*(Or compliance with the BMPs established by the director for food service establishments as an alternative to numerical standards where such BMPs have been established and the user can document compliance with them, such as the grease trap program)

PROTECTION AGAINST CORROSION, PASS THROUGH, & INTERFERENCE

Conc.	Parameter:	Threshold Amount:
50 mg/l	hydrocarbon based oil/grease	Any amount
0.5 mg/l	sulfides (H ₂ S vapor toxicity threshold)	.004 lb/d
50.0 mg/l	sulfates	.004 lb/d
1,000 mg/l	total chloride	8 lb/d
5,000 mg/l	total dissolved solids	40 lb/d
1,000 mg/l	total organic solvents (incl. alcohols)	8 lb/d
5.0 su	Minimum pH in Standard Units	
11.0 su	Maximum pH in Standard Units	
10% reduction in effluent UV transmissivity (per cm at 254 nm wavelength)		
10% decrease in the maximum effluent concentration which has no observable detrimental effect (NOEC) in any whole effluent toxicity test.		

- F. The director may use contracts to establish ceiling limits, monitoring and reporting requirements, and charges applicable to the discharge of compatible pollutants to the POTW.
- G. The director may establish and require BMPs for any category of user or type of industrial process which creates a non-domestic waste stream for which Ecology has declined to issue an individual permit. Such requirements may be applied either in lieu of or in addition to the local limits of SMC 13.08.240. BMPs may also include alternative limits which may be applied at the end of a specific process or treatment step instead of at the combined effluent. Such BMPs shall be superseded by an Ecology permit should one be issued.
- H. The construction, maintenance and performance standard of any pretreatment facility must comply with current applicable codes, especially SMC 17.25.110 C(1)(b) regarding the emission of offensive odors.

13.08.250 City's right of revision.

The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

13.08.260 Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limit unless expressly authorized by an applicable pretreatment standard or requirement. The director may impose mass limitations on users where deemed appropriate to safeguard against the use of dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

13.08.270 Grease, oil and sand traps/interceptors—Requirements.

- A. Grease, oil and sand traps/interceptors, or GRD's (grease removal devices) shall be provided, when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients, except that such GRD's shall not be required for private living quarters. This includes all food service establishments, beverage providers, and food trucks or trailers that are connected to a public sewer. All GRD's shall be of a type and capacity approved by the director and shall be located so as to be readily and easily accessible for cleaning and inspection, and shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- B. Non-compliance is described as when F.O.G. accumulation reaches 25 percent of the capacity of the GRD, or when F.O.G. is witnessed leaving the device.
- C. Fines for non-compliance may be imposed if there is a failure to properly maintain the GRD.
 - 1. First violation—\$150.00
 - 2. Second violation—\$350.00
 - 3. Third violation—\$700.00
 - 4. Fourth and every additional violation—\$1,400.00
- D. In addition to the fines imposed, a business that violates the requirements of the FOG program twice in twelve consecutive months, will be moved to the next highest BOD strength category as defined in the wastewater rate ordinance. The business will stay in that category until they receive two consecutive passing inspections.
- E. If a business violates three times within twelve consecutive months, they will be moved up two BOD strength categories. The business will stay in that category until they receive three consecutive passing inspections.
- F. If a business violates four times within twelve consecutive months, they will be moved to the highest BOD strength category. The business will stay in that category until they receive four consecutive passing inspections.

13.08.280 Establishment of the preferred pumper program.

The preferred pumper program consists of companies that are approved by the city of Stevenson for grease trap/interceptor maintenance. These companies will come to your establishment on a regular schedule, clean your grease trap, then send a report to the city for verification of maintenance. If you decide to use a preferred pumper, the city inspector will only visit your facility once per year, if you prefer to self-clean your GRD, then a city inspector will visit your facility a minimum of four times per year.

13.08.310 Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in SMC 13.08.210

within the time limitations specified by EPA, the state, or the director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense, and satisfy state requirements for review and approval of plans for wastewater facilities as described in SMC 13.08.230. Such plans (engineering report, plans and specifications, and operation and maintenance manuals) shall be submitted as required by Chapter 173-240 WAC to either the director or the Department of Ecology for review, and users shall obtain and provide the approval to the director prior to construction. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of complying with this chapter, local building codes, or from the requirement to modify such facilities if needed to meet their permit or produce a discharge acceptable to the city under the provisions of this chapter.

13.08.315 Deadline for compliance with applicable pretreatment requirements.

- A. Existing sources covered by one or more categorical pretreatment standards shall comply with such standards within three years of the date the standard is effective unless the pretreatment standard includes a more stringent compliance schedule. Ecology shall establish a final compliance deadline date for any existing user not covered by categorical pretreatment standards or for any categorical user when the local limits for the user are more restrictive than EPA's categorical pretreatment standards.
- B. New sources and new users shall comply with applicable pretreatment standards within the shortest feasible time, but in no case shall time exceed 90 days from the beginning of discharge. Prior to commencing discharge, such users shall install and start-up all pollution control equipment required to meet applicable pretreatment standards.

13.08.320 Additional pretreatment measures.

- A. The director may require users to reduce or curtail certain discharges to the sewer, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and take all other measures to protect the POTW and determine the user's compliance with the requirements of this chapter. This includes the curtailment of any device used to dispose of what might otherwise be solid waste down the sewer by grinding.
- B. The director, based on the determination that a device is necessary for implementation of pretreatment requirements, may require any user to install and maintain, on their property and at their expense the following devices:
 - 1. A sample taking facility accessible to the director.
 - 2. A suitable storage and/or flow equalization tank.
 - 3. Grease, oil, and/or grit interceptors.
 - 4. An approved combustible gas detection meter.
 - 5. Flowmeter with 24-hour totalizer.
- C. Users installing any of the above devices shall ensure they are of the type and capacity identified in volume/chapter/section of the Stevenson Engineering Standards or otherwise approved by the director, meet applicable building and plumbing codes, and conform to any separate requirements established by the city. Users shall locate units in areas easily accessible for cleaning and inspection by representatives of the director. Users shall be responsible for all periodic inspection, cleaning, and repair of such devices.
- D. Retrofit of User Facilities. Users may be required to retrofit facilities which were constructed prior to the adoption of the ordinance codified in this chapter. The requirement to retrofit shall be on a case-by-case basis, as determined by the director for compliance with city, state and federal regulations. The director may require installation of grease interceptors, grease traps or other pretreatment facilities for those facilities that violate discharge prohibitions and supplemental limitations as set forth in this chapter. In all cases,

existing food service users that have a Type 1 hood exhaust system shall be required to retrofit with an approved grease trap or interceptor that is sized in accordance with the current Uniform Plumbing Code and its appendices. In deciding whether to require a user to retrofit their facilities, the director shall take into account all relevant circumstances, including but not limited to, the extent of potential harm caused by the discharge, the magnitude and duration of the discharge, economic detriment to the user, corrective actions by the user, the compliance history of the user, and any other relevant factors. Grease interceptor or grease trap size shall be determined in accordance with the Uniform Plumbing Code and any other requirements by the city as set forth herein at the time the user is notified that facility modifications are required. Sizing of grease traps or interceptors will be reviewed and may be modified at the request of the local sewer jurisdiction. All costs incurred in retrofitting a user's facility shall be the sole responsibility of the user.

13.08.330 Accidental discharge/slug discharge control plans.

The director may require any User to develop and implement an accidental discharge/slug discharge control plan and take other actions the director believes are necessary to control discharges which may be caused by spills or periodic non-routine activities. Where a user has an Ecology permit that requires such a plan, the user shall provide a copy to the director and notify the director as well as Ecology of any discharge required to be reported by that plan. Accidental discharge/slug discharge control plans shall include at least the following:

- A. A description of all discharge practices, including any non-routine batch discharges such as from cleaning, replenishment, or disposal;
- B. A description of all stored chemicals, disclosing all ingredients in formulations which could violate a discharge prohibition if discharged to the sewer;
- C. The procedures for immediately notifying the director of any accidental or slug discharge, as required by SMC 13.08.660; and
- D. The procedures that will be taken to prevent the occurrence or adverse impact from any accidental or slug discharge. Such procedures shall address the inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.

13.08.340 Public sewer construction—Permit required—Exception.

No person shall construct, extend or connect to any public sewer without first obtaining a written permit from the city and paying all fees and connection charges and furnishing bonds as required in Sections 13.08.080 and 13.08.370. The provisions of this section and Sections 13.08.350 through 13.08.390 requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the city.

13.08.350 Public sewer construction—Permit application requirements.

The application for a permit for public sewer construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the city, prepared by a registered civil engineer showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles and specifications, shall be examined by an authorized representative of the city who shall within ten days approve them as filed or require them to be modified as they may deem necessary.

13.08.360 Public sewer construction—Compliance with standards.

All sewer work plans, specifications and construction procedure shall conform to city standards and regulations. These standards will be as contained in the contract documents for the construction of the sewage collection and treatment facilities for the city, dated January, 1971, or any standard and regulation that the city shall subsequently adopt.

13.08.370 Public sewer construction—Bond requirements.

Prior to issuance of a permit for public sewer construction, the applicant shall furnish to the city a performance bond, or cash deposit in the amount of the total estimated cost of the work. Such performance bond, or cash deposit, shall be conditioned upon the performance of the terms and conditions of the permit, and, shall guarantee the correction of faulty workmanship and replacement of defective materials for a period of one year from and after the date of acceptance of the work by the city.

13.08.380 Public sewer construction—Reimbursement for certain extensions.

Except as provided, the extension of the public sewerage facilities to serve any parcel or tract of land shall be done by and at the expense of the owner. The size of all sewer mains and other sewerage facilities shall be as required by the city. An installer of a sewer line who is required by the city to lay sewer pipe larger than that required for his own purposes, to accommodate other users, will be reimbursed by the city for the difference in cost between the size of line installed and that which would be required for his own use.

13.08.390 Public sewer construction—Special reimbursement agreements.

Where special conditions exist in the opinion of the city relating to any reimbursement agreement pursuant to the provisions of this chapter, the city may, either in addition to or in lieu of any of the provisions of this chapter, authorize a special reimbursement contract between the city and the person or persons constructing public sewerage facilities. Such special reimbursement agreement shall be made and entered into prior to the issuance of a permit for the work by the city.

13.08.400 Damaging sewer works prohibited.

No person, or persons, shall unlawfully, maliciously, willfully or, as the result of gross negligence on his or their part, break, damage, destroy, uncover, deface or tamper with any structure, facility, appurtenance or equipment which is a part of the sewage works.

13.08.410 Wastewater discharge permit requirement.

- A. No user categorized by the director as a significant industrial user shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit or, where applicable, a general permit from Ecology. An existing user newly categorized by the director as a significant industrial user that has filed a timely application pursuant to SMC 13.08.420 with Ecology, and whose application has not been found deficient by Ecology, may continue to discharge unless and until notified otherwise by Ecology or the director.
- B. The director may require all other users to apply for a wastewater discharge permit from Ecology, to provide proof to the director of having made this application, to meet the limits and requirements of this ordinance, or to implement best management practices at the direction of the director to carry out the purposes of this chapter. For example, a wastewater discharge permit may be required solely for flow equalization.

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- C. Any failure to complete the required survey form, apply for and obtain a required permit, or violate the terms and conditions of a wastewater discharge permit, contract, local limit or BMP established by this chapter shall be deemed violations of this ordinance and subject the wastewater discharge permittee to the sanctions set out in SMC 13.08.920 through 13.08.946. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with any other provision of this chapter including enrollment in and payment of surcharges for high strength waste and capacity charges.

13.08.420 Wastewater discharge permitting—Existing connections.

Within 180 days of notice by the city or Ecology that a state waste discharge permit is required for discharge, a user shall submit a state waste discharge permit application to the city for transmittal to Ecology; and by the earliest practicable date, the user shall submit a copy of the permit to the city.

13.08.430 Wastewater discharge permitting—New connections.

Persons wishing to discharge non-domestic wastewater must first complete either a survey form (if they do not expect a permit is needed) or a permit application. Any user identified by the director through the survey as an SIU or otherwise require a state waste discharge permit must file a permit application with Ecology and provide proof of such application to the director. Applications for wastewater discharge permits, in accordance with SMC 13.08.440, must be filed at least 90 days prior to the desired date of discharge, and the discharge permit obtained prior to commencing discharge unless Ecology provides written notification that they do not believe a state waste discharge permit is required.

13.08.440 Wastewater discharge permit application contents.

- A. All users required to obtain a wastewater discharge permit must apply using the form provided by Ecology. Users eligible for coverage under a general permit may request such coverage using an industry specific form if one has been developed (see SMC 13.08.450). Users for which Ecology has declined to issue a permit, but for which the director believed need pretreatment controls, must supply the director the following information that is relevant to the users operation.
1. Identifying information.
 - a. The name and physical address of the facility, the names of the operator/facility manager and owner, and the name and address of the point of contact.
 - b. A description of activities, facilities, and plant production processes on the premises;
 2. A list of any environmental control permits (for example, air emission permits) held by or for the facility.
 3. A description of operations and facilities including:
 - a. A brief description of the operations, average rate of production, and industrial classification (NAICS codes) of the operation(s) conducted on site.
 - b. The number and type of employees and proposed or actual hours of operation.
 - c. The type, amount, rate of production, and process used for each product produced.
 - d. The type and amount of raw materials used (average and maximum rates).
 - e. The raw materials and chemicals to be routinely stored at the facility (including products in rail cars and tank trucks located on site).
 - f. The types of wastes generated on a routine and periodic basis.
 - g. The times and durations when wastes will be discharged.

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- h. A schematic process diagram showing each process step, waste stream, treatment step, internal recycle, and point of discharge to the POTW. This diagram should identify which streams are subject to categorical standards.
 - i. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
 - j. The sampling locations and provisions for monitoring discharges.
 - k. Whether plans for wastewater facilities under Chapter 173-240 WAC have been developed, and their approval status (engineering report, plans and specifications, and an operations and maintenance manual).
- 4. Flow data. The average daily and maximum daily flow, in gallons per day, to the POTW from each waste stream. Information shall be complete enough to allow use of the combined wastestream formula per SMC 13.08.220(C) (and 40 CFR 403.6(e)) where applicable.
 - 5. Pollutant data.
 - a. The categorical pretreatment standards applicable to each regulated process.
 - b. The results of sampling and analysis identifying the nature and concentration, (and mass where required by the standard or the Director), of regulated pollutants in the discharge from each regulated process.
 - c. The estimated peak instantaneous, daily maximum, and long-term average discharge concentrations (and mass) based on the sampling results.
 - 6. Sampling data to show samples are:
 - a. Representative of daily operations.
 - b. Taken just downstream from pretreatment facilities if such exist, or just downstream of the regulated process(es) if no pretreatment exists.
 - c. Collected as required by SMC 13.08.691.
 - d. Analyzed according to SMC 13.08.691.
 - 7. Information confirming BMPs. Where standards specify a BMP or pollution prevention alternative, the user must include the information needed by the director or the applicable standard to determine whether BMPs are (or will be) implemented.
 - 8. Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge must include new sampling showing (continued) absence of the pollutant in the raw wastewater and satisfying SMC 13.08.640(B).
 - 9. Any request to be covered by a general permit shall satisfy SMC 13.08.450 (below).
 - 10. Any other information deemed necessary by the Director to evaluate the situation and prepare a discharge permit.
- B. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision. The director shall be held harmless for delays caused by returned applications.

13.08.450 General permits.

- A. The director may use general permits to control discharges to the POTW from all users that are not SIUs or otherwise permitted by Ecology. Significant users covered by a general permit will be those that the director finds:
 - 1. Involve the same or substantially similar types of operations.

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2. Discharge the same types of wastes.
 3. Require the same effluent limitations or BMPs.
 4. Require the same or similar monitoring (or do not require monitoring).
 5. Are more appropriately controlled under a general permit.
 6. Are not subject to production-based standards, mass limits, or require use of the combined wastestream formula to calculate limits.
- B. To be covered by the general permit, the user must file a written request for coverage. The request must identify contact information, the general permit under which coverage is requesting, and whether any activities other than those for which the general permit were developed are generating wastewater at the facility. The user must also identify where any wastes covered by the general permit are discharged. If the general permit allows a monitoring waiver, the applicant must certify they are eligible for the waiver. The user must also provide any other information the director has requested to properly evaluate the situation.
- C. The director will retain the following for three years after the expiration of the general permit: A copy of the general permit, the fact sheet, each user's request for coverage, and the potw's determination to extend coverage to each user.

13.08.460 Application signatories and certifications.

- A. All survey forms, wastewater discharge permit applications, and user reports must be signed by an authorized representative of the user and contain the certification statement in SMC 13.08.695(A).
- B. Users shall submit a new authorization if the designation of an authorized representative is no longer accurate. This includes when a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company. The user must submit the new authorization prior to or with any reports to be signed by the new authorized representative.
- C. A facility determined to be a non-significant categorical industrial user by Ecology pursuant to SMC 13.08.140 (FF)(3) must annually submit the signed certification statement found at SMC 13.08.695(B).

13.08.470 Wastewater discharge permit decisions.

Any facility identified by the director as potentially being a significant industrial user, must prepare a state waste discharge permit application, obtain the endorsement of the director on that application, and submit this application to Ecology for disposition. The facility shall provide the director any response received from Ecology. The director will determine during this process whether or not to require a contract or impose any other local conditions as authorized by this chapter and may deny or condition any application for a wastewater discharge permit. In addition to conditions imposed by Ecology by letter or permit, the director may require additional safeguards, reports (including plans under Chapter 173-240 WAC), information, or fees for extra strength or capacity as provided for by this chapter.

13.08.510 Wastewater discharge permit duration.

The director may require any discharger to provide a copy of any application or reapplication of a state waste discharge permit whenever such documents are due to Ecology or have been submitted. Where a permit has not been required, or when it does not cover constituents of concern to the POTW, including flow and conventional pollutant strength and loadings, the director may require a discharger to enter into a contract for services stipulating those conditions necessary to protect the POTW and fairly compensate the director for wastewater services being provided to that person.

13.08.520 Wastewater discharge contract contents.

Wastewater discharge contracts will include conditions the director deems reasonably necessary to carry out the goals of the pretreatment program (SMC 13.08.110), federal and state regulations, and the requirements of this chapter.

- A. Wastewater discharge contracts may contain:
 - 1. The permit issuance date, expiration date, and effective date.
 - 2. A statement that the wastewater discharge permit is nontransferable without prior notification to the city in accordance with SMC 13.08.550, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.
 - 3. Effluent limits, including best management practices, based on applicable pretreatment standards and requirements to apply AKART (see SMC 13.08.230(I)).
 - 4. The pollutants to be monitored, and specific monitoring requirements. This includes the sampling location(s), sampling frequencies, and sample types consistent with federal, state, and local law. (See SMC 13.08.230(J)).
 - 5. Requirements to submit certain reports (as reflected in SMC 13.08.610 through 13.08.695), provide various notifications, keep records, and implement best management practices,
 - 6. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
 - 7. Requirements to control slug discharges, including to develop, update, and implement slug discharge control plans (find required content in SMC 13.08.330) where the director determines such plans are important to preventing accidental, unanticipated, or non-routine discharges.
 - 8. Any monitoring which has been conditionally waived by the director according to SMC 13.08.640(B) but which automatically applies at any time the requirements of the conditional waiver are not met.
 - 9. Reapplication or renewal requirements.
- B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:
 - 1. Pretreatment facilities and measures required by SMC 13.08.310, 13.08.320 and 13.08.926.
 - 2. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
 - 3. Requirements to install pretreatment technology, pollution controls, or to construct appropriate containment devices to reduce, eliminate, or prevent the introduction of pollutants into the treatment works, ground, or stormwater.
 - 4. Requirements to develop and implement of waste minimization plans to reduce the amount of pollutants discharged to the POTW.
 - 5. Requirements to pay charges or fees for discharge to the POTW including high strength, impact and capacity charges.
 - 6. Requirements to install and maintain inspection and sampling facilities and equipment, including flow measurement devices.
 - 7. Notice that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit. And

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8. Other conditions as deemed appropriate by the director to ensure compliance with this chapter, and state and federal laws, rules, and regulations.

13.08.530 Contract issuance process.

- A. Public Notice. The director may require users to follow the procedures for public notice found in SMC 13.08.230(G) and 13.08.230(H). The director shall consider and respond to public input as appropriate prior to issuance of a permit. The director will arrange a public meeting if there is sufficient interest, or may use community forums such as council meetings to fulfill the requirements for public involvement.
- B. Permit Appeals. Users must petition Ecology to challenge the terms of any state waste discharge permit. For any contract, users may petition the director to reconsider the terms of a contract at any time after it is signed by the parties. Such a petition will not stay the terms of the contract.
 1. In its petition, the appealing party must indicate the wastewater discharge contract provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge contract.
 2. If the director fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions as to whether to require an Ecology permit as a condition of discharge, or to require a wastewater discharge contract, to reconsider a wastewater discharge contract, or to modify a wastewater discharge contract shall be considered final administrative actions for purposes of judicial review.
 3. Aggrieved parties seeking judicial review of the final administrative wastewater discharge contract decision must do so by filing a complaint with the Superior Court of Skamania County within 30 days from the date of the later of Ecology or the director's decision or Ecology or the director's response to a request for reconsideration.

13.08.540 Wastewater discharge permit modification.

The director may require the user to apply to Ecology for a modification to its wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised federal, state, or local pretreatment standards or requirements including new or revised local limits.
- B. To address new or changed operations, processes, production rates, waste streams, or changes in water volume or character.
- C. To reflect conditions at the POTW requiring an authorized discharge to be reduced or curtailed. Such requirements may be either temporary or permanent.
- D. Based on information indicating that a permitted discharge poses a threat to the city's POTW or staff, the receiving waters, or to violate a prohibition of this chapter.
- E. To address violations of any terms or conditions of the wastewater discharge permit;
- F. To address misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report.
- G. To incorporate revisions based on a variance from categorical pretreatment standards approved pursuant to 40 CFR 403.13.
- H. To correct typographical or other errors in the wastewater discharge permit.
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator as required under SMC 13.08.550.

13.08.550 Wastewater discharge permit transfer.

Wastewater discharge permits may be transferred by Ecology to a new owner or operator consistent with the process described in the permit, and subject to at least 30 days advance notice to the director and the director approves the wastewater discharge permit transfer. Where the permittee also has a contract with the director, they must negotiate that contract at this time. Failure to provide advance notice of a transfer renders the wastewater discharge contract void as of the date of facility transfer. The notice to the director must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator have no immediate intent to change the facility's operations and processes.
- B. Identifies the specific date on which the transfer is to occur. And
- C. Acknowledges full responsibility for complying with the existing wastewater discharge contract, and willingness to enter into such contract under the same terms.

13.08.560 Wastewater discharge permit revocation.

The director may revoke and require renegotiation of a wastewater discharge contract for good cause, including, but not limited to, when a user has:

- A. Failed to notify the director of significant changes to the wastewater prior to the changed discharge.
- B. Failed to provide prior notification to the director of changed conditions pursuant to SMC 13.08.650.
- C. Misrepresented or failed to fully disclose all relevant facts in the wastewater discharge permit application.
- D. Falsified self-monitoring reports or tampered with monitoring equipment.
- E. Refused to allow the Director timely access to the facility premises and records.
- F. Failed to meet effluent limitations or permit conditions.
- G. Failed to pay applicable fines or sewer charges.
- H. Failed to meet compliance schedule deadline dates.
- I. Failed to complete a wastewater survey or wastewater discharge permit application.
- J. Failed to provide advance notice of the transfer of business ownership.
- K. Violated any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter.
- L. Ceased operations; or
- M. Transferred business ownership.

Wastewater discharge contracts issued to a user are void upon the issuance of a new wastewater discharge contract to that user.

13.08.570 Wastewater discharge contract extension or reissuance.

A user with an expiring wastewater discharge contract shall apply for a new or revised wastewater discharge contract by submitting a complete permit application, in accordance with SMC 13.08.450, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge contract.

13.08.610 Baseline monitoring reports.

- A. Users subject to categorical standards who must submit a "baseline monitoring report" to Ecology must submit a duplicate copy at the same time to the director. This report must contain the information listed in paragraph B, below. Failure to provide this report to the director, or to include the requisite content, shall be a violation of this chapter.
- B. The baseline monitoring report shall include the following information:
 - 1. All information required in SMC 13.08.450(A)(1) through 13.08.450 (A)(7).
 - 2. Additional conditions for existing sources measuring pollutants.
 - a. Users shall take a minimum of one representative sample to compile the data for the baseline monitoring report.
 - b. Users shall take samples immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If the user mixes other wastewaters with the regulated wastewater prior to pretreatment, the user must provide the flows and concentrations necessary to apply the combined wastestream formula of SMC 13.08.220(C) and 40 CFR § 403.6(e). Where the user wants an alternate concentration or mass limit, and it is allowed by federal rules at § 403.6(e), the user shall propose the adjusted limit and provide supporting data to the control authority (Ecology or city).
 - c. Sampling and analysis shall be performed in accordance with SMC 13.08.691.
 - d. The director may allow the report to use only historical data if the data is good enough to allow the evaluation of whether (and which) industrial pretreatment measures are needed;
 - e. The baseline report shall indicate the time, date, and place of sampling, methods of analysis. The user shall certify that the sampling and analysis presented is representative of normal work cycles and expected pollutant discharges to the POTW.
 - 3. Compliance Certification. A statement, reviewed by the user's authorized representative as defined in SMC 13.08.140(C) and certified by a qualified professional, such as a professional engineer indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment steps are required to meet the pretreatment standards and requirements.
 - 4. Compliance Schedule. While new sources must install the treatment required to meet the pretreatment standards prior to operation, Existing sources may be granted a compliance schedule where they must provide additional pretreatment and/or O&M to meet the pretreatment standards. In such cases, the user shall propose the shortest schedule by which they can provide the additional pretreatment and/or O&M. The completion date which the user proposes in this schedule may not be later than the compliance date established for the applicable pretreatment standard. Any compliance schedule authorized pursuant to this section must also meet the requirements set out in SMC 13.08.620.
 - 5. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with SMC 13.08.695(A) and signed by an authorized representative as defined by SMC 13.08.140(C).

13.08.620 Compliance schedule progress reports.

Where users subject to categorical standards qualify for a compliance schedule, they shall provide this schedule to the director and Ecology. Compliance schedules proposed by Existing Sources according to SMC 13.08.610(C)(4) shall:

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- A. Contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
 - B. No increment referred to above shall exceed nine months;
 - C. The user shall submit a progress report to the Director no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
 - D. In no event shall more than nine months elapse between such progress reports to the director.

13.08.630 Reports on compliance with categorical pretreatment standard deadline.

Both existing sources and new sources must submit a report to the director and Ecology on whether compliance has been initially achieved. For existing sources, the report is due 90 days after the date applicable categorical standards give as the final compliance date. For a new source, the report is due 90 days after starting to discharge to the POTW.

In both cases, the report must contain the information described in SMC 13.08.450(A)(3) through 13.08.450(A)(6). For existing sources, it must also contain the compliance certification of 13.08.610(C)(3) and, if needed, the compliance schedule described in 13.08.610(C)(4). Users subject to equivalent mass or concentration limits, as allowed by SMC 13.08.220, must include a reasonable measure of their long-term production rate. Other users subject to standards based on a unit of production (or other measure of operation) must include their actual production during the sampling period. All compliance reports must be signed and certified in accordance with SMC 13.08.695(A).

13.08.640 Periodic compliance reports.

- A. The director may require any user to provide duplicate reports as required by Ecology. Where the director develops BMPs for an industry sector, or issues a contract to regulate pollutants not covered by a state waste discharge permit, the director may specify the necessary minimum sampling and reporting frequencies and include applicable requirements in contracts or BMPs. Significant industrial users (SIUs), except those recognized as "middle tier" users under SMC 13.08.640(C), must:
 - 1. Report at least twice a year, in June and December unless otherwise specified.
 - 2. Report the flows and concentrations of regulated pollutants in all discharges subject to pretreatment standards.
 - 3. Report average and maximum daily flows for the reporting period and identify where flow estimates are used.
 - 4. Include the documentation needed to show compliance with applicable BMPs, pollution prevention alternatives, maintenance, treatment, or record keeping requirements.
- B. Users must sign and certify all periodic compliance reports in accordance with SMC 13.08.695(A).
- C. Users must take wastewater samples which are representative of their range of discharge conditions and of any discharge not disclosed in their permit application. Users must properly operate, clean, and maintain sampling and flow metering facilities and devices and ensure they function properly. The director may not allow user claims that sampling results are unrepresentative due to a user's failure to meet this requirement.
- D. Users subject to the reporting requirements in this section must report any additional monitoring which might determine compliance with permit requirements. This includes any additional monitoring of regulated

pollutant at their respective effluent monitoring locations using procedures prescribed in SMC 13.08.691. In such cases, the results of this monitoring shall be included in periodic monitoring reports.

- E. Users that send electronic (digital) documents to the city to satisfy the requirements of this section must meet all state and federal electronic signature requirements: Electronic data shall be in the format required by the director. The director may also require reporting in both digital and traditional format.

13.08.650 Reports of changed conditions.

Each user must notify the director of any significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater from that described in either an industrial user survey form, state waste discharge permit application, or by written correspondence to the city. This notification must be made at least 30 days before the desired change and be sent to both the director and Ecology. In such cases:

- A. Either Ecology or the director may require the user to submit whatever information is needed to evaluate the changed condition. The director may also require a new or revised wastewater discharge permit application under SMC 13.08.450.
- B. The director may issue, reissue, or modify a wastewater discharge contract applying the procedures of SMC 13.08.510 through 13.08.570 in response to a user's notice under this section.

13.08.660 Reports of potential problems.

- A. Any user which has any unusual discharge that could cause problems to the POTW must immediately notify the director by telephone of the discharge. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user to control and curtail the discharge. Such notification does not authorize the discharge, and all reasonable steps to halt or prevent the discharge must be made. However, failure to make such notification is a separate and distinct violation of this chapter from the discharge itself. Such discharges may include spills, slug loads, accidental discharges, or other discharges of a non-routine, episodic nature. Problems to the POTW which require reporting under this section include violating pretreatment prohibitions, treatment standards, or other requirements of SMC 13.08.210 through 13.08.260 such as vapor toxicity and explosivity limits, or cause interference with the collection system or treatment works, or pass through the POTW.
- B. Within five days following such discharge, the user shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.
- C. Regardless of whether the user has been required to submit a slug discharge control plan (per SMC 13.08.330), all users required to have a contract or permit shall post notice in a prominent location advising employees who to call at City Hall to inform the director of a potential problem discharge (13.08.660(A)). Users shall ensure that all employees who may cause or witness such a discharge are advised of the emergency notification procedures.
- D. All users must immediately notify the Director of any changes at their facility which might increase their potential for a slug discharge. This includes increasing the volume of materials stored or located on site which, if discharged to the POTW, would cause problems. Users required to prepare a slug discharge control plan under SMC 13.08.330 shall also modify their plans to include the new conditions prior to, or within two days after making such changes.
- E. These requirements apply in addition to any requirements of an Ecology permit.

13.08.670 Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit or general permit shall provide appropriate reports to the director as the director may require. This includes periodically completing and signing industrial user surveys or certifying compliance with the requirements of any BMP program or grease remediation program.

13.08.680 Notice of violation/repeat sampling and reporting.

If sampling performed by a user by either an Ecology permit or city contract indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. The director may waive the repeat sampling requirement where the city has sampled the effluent for the pollutant in question prior to the user obtaining sampling results.

13.08.690 Notification of the discharge of hazardous waste.

- A. Any user who discharges any substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR part 261, or Chapter 173-303 WAC must also comply with the following requirements:
1. Notify the director, Ecology's permit contact, the EPA regional waste management division director, and state hazardous waste authorities, in writing, of the discharge. Maintain a copy of this notification and include it in all subsequent permit application or re-applications under this chapter.
 2. Include the following information in the notification:
 - a. The name of the hazardous waste as found in 40 CFR Part 261,
 - b. The EPA hazardous waste number,
 - c. The type of discharge (continuous, batch, or other).
 3. If the discharge totals more than 220 pounds in any month, also provide:
 - a. The hazardous constituents contained in the wastes;
 - b. An estimate of the mass and concentration of hazardous constituents in the wastestream discharged during that calendar month; and
 - c. An estimate of the mass of constituents in the wastestream expected to be discharged during the following 12 months.
 4. This notice shall be repeated for new or increased discharges of substances subject to this reporting requirement.
 5. All notifications must take place prior to discharging a substance for which these reporting requirements apply. If this is not possible, the notice must be provided as soon after discharge as practical and describe why prior notice was not possible.
 6. Users must provide notifications under this paragraph only once to EPA and the State for each hazardous waste discharged. However, all of the information of these notices shall be repeated in each new permit application submitted under this chapter.
 7. This requirement does not relieve the user from requirements to provide other notifications, such as of changed conditions under SMC 13.08.650, or applicable permit conditions, permit application requirements, and prohibitions.
 8. The notification requirements in this section do not apply to pollutants for which routine monitoring and reporting is required in a permit under this chapter.

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- B. Users must report all discharges of more than 33 pounds per month of substances which, if otherwise disposed of, would be hazardous wastes. Users must also report any discharge of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Subsequent months during which the user discharges more of a hazardous waste for which notice has already been provided do not require another notification to EPA or the state, but must be reported to the director.
 - C. If new regulations under RCRA describe additional hazardous characteristics or substances as a hazardous waste, the User must provide notifications under paragraphs A, if required by paragraph B within 90 days of the effective date of such regulations.
 - D. For any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical and shall describe that program and reductions obtained through its implementation.
 - E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a contract issued thereunder, an Ecology issued permit, or any applicable federal or state law.

13.08.691 Sampling—Analytical requirements and collection protocols.

- A. All pollutant sampling and analyses required under this ordinance shall conform to the most current version of 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for a pollutant, or the director determines that the Part 136 sampling and analytical techniques are inconsistent with the goal of the sampling, the Director may specify an analytical method. If neither case applies, Users shall use validated analytical methods or applicable sampling and analytical procedures approved by EPA.
- B. Sampling and analysis reports performed by the director will be supplied to the user. The user may dispute the accuracy of the sample and provide an alternative sampling report within 21 days of receipt of the city's findings. If no alternative sample is provided within the 21-day period, it shall constitute an acknowledgement by the user that the sampling and analysis performed by the director is a valid representation of the pollutants in their wastewater.
- C. Users must ensure all samples they collect to satisfy sampling requirements under this chapter are representative of the range of conditions occurring during the reporting period. Users must also ensure that, when specified, samples are collected during the specific period.
 - 1. Users must use properly cleaned sample containers appropriate for the sample analysis and sample collection and preservation protocols specified in 40 CFR Part 136 and appropriate EPA guidance.
 - 2. Users must obtain samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds using grab collection techniques.
 - 3. For certain pollutants, Users may composite multiple grab samples taken over a 24-hour period. Users may composite grab samples for cyanide, total phenols, and sulfides either in the laboratory or in the field, and may composite grab samples for volatile organics and oil & grease in the laboratory prior to analysis.
 - 4. For all other pollutants, users must employ 24-hour time-proportional composite samplers unless the director authorizes or requires an alternative sample collection method.
 - 5. The director may authorize composite samples for parameters unaffected by the compositing procedures, as appropriate.
 - 6. The director may require grab samples either in lieu of or in addition to composite sampling to show compliance with instantaneous discharge limits.

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7. In all cases, users must take care to ensure the samples are representative of their wastewater discharges.
 8. Users sampling to complete baseline monitoring and 90-day compliance reports required by SMC 13.08.610 and 13.08.630, must satisfy some specific requirements. These reports require at least four grab samples for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds. Users may composite samples prior to analysis if allowed in 13.08.691(C)(3). Where historical sampling data exists; the Director may also authorize fewer samples.
 9. For periodic monitoring reports, (SMC 13.08.640), the director may specify the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.
 10. The user shall record instantaneous and 24-hour flow (from totalizer) at the time each sample is collected, and provide said flow information to the director. If a flowmeter is not available, the city will use water flow information from their records to determine corresponding load (in pounds per day).

13.08.693 Date of receipt of reports.

The director will credit written reports as having been submitted on the date of the post mark when mailed through the United States Postal Service. Reports delivered in any other manner will be credited as having been submitted on the business day received.

13.08.694 Record keeping.

Users subject to reporting requirements of this chapter shall retain the below records for all monitoring required by this ordinance and for any additional monitoring which could be used to satisfy minimum monitoring requirements. Users must make these records available for inspection and copying at the location of the discharge. Users must similarly maintain documentation associated with any best management practices required under authority of SMC 13.08.240(C). Monitoring records shall include at least:

- A. The time, date, and place of sampling;
- B. The sampling and preservation methods used;
- C. The person taking the sample, and persons with control of the sample prior to analysis;
- D. The person performing the analyses and the date the analysis was completed;
- E. The analytical techniques or methods used; and
- F. The results of analysis.

Users are encouraged to retain quality control and quality assurance information provided by the laboratory and submit this information in routine reporting. This information also has value in the event that the sample data is called into question. For analytes for which Washington State requires use of a certified/accredited laboratory, Users must maintain the scope of accreditation for laboratories performing any analyses for them.

Users shall maintain the above records for at least three years, until any litigation concerning the user or the city is complete, or for longer periods when the user has been specifically notified of a longer retention period by the director.

13.08.695 Certification statements.

- A. The following certification statement must be signed by an authorized representative as defined by SMC 13.08.140(C) and included when submitting:
 1. An industrial user survey or update to a survey to reflect changed conditions.
 2. A permit (re-)application in accordance with SMC 13.08.460;

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3. A dispute of any city-provided sample performed under SMC 13.08.691,
 4. A baseline monitoring report under SMC 13.08.610(B)(5),
 5. A report on compliance with the categorical pretreatment standard deadlines under SMC 13.08.630;
 6. A periodic compliance report required by SMC 13.08.640 (A)—(D), or
 7. An initial request to forego sampling of a pollutant based on SMC 13.08.640(B)(4)

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- B. Certification of Pollutants Not Present. Users that have an approved monitoring waiver based on SMC 13.08.640(B) must also include the following certification statement in each report. This statement certifies that there has been no increase in the pollutant in its wastestream due to activities of the user:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to activities at the facility since filing of the last periodic report under SMC 13.08A.640(A)."

13.08.710 Right of entry—Inspection and sampling.

The director shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any wastewater discharge permit or order issued hereunder. users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- C. Users shall provide full access to the director to use any monitoring facilities and utilities available or required in accordance with SMC 13.08.310 and 13.08.320 (B) and (C) to confirm that the standards or treatment required for discharge to the sewer are being met.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the user.
- E. Any unreasonable delay in allowing the director full access to the user's premises and wastewater operations shall be a violation of this chapter.

13.08.720 Search warrants.

The director may seek issuance of a search warrant from the Skamania County Superior Court. Such warrants may be secured when:

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- A. The director has been refused access or is unable to locate a representative who can authorize access to a building, structure, or property, or any part thereof, and has probable cause that a violation of this chapter is occurring on the premises;
 - B. The director has been denied access to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this chapter or any permit or order issued hereunder; or
 - C. The director has cause to believe there is imminent endangerment of the overall public health, safety and welfare of the community by an activity on the premises.

13.08.810 Confidential information.

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements will be freely available to the public. Users may have certain information, however, withheld as confidential if the following process is followed.

- A. When a user submits information to the director, or provides information to inspectors, Users may request that specific information be maintained as confidential. Users must promptly identify the specific information in writing, and describe why the release would divulge information, processes, or methods of production entitled to protection as trade secrets or confidential business information under applicable state or federal laws.
- B. The director shall review and approve or deny such requests. When approved, the information shall not be available as public records and shall be marked confidential.
- C. All other information submitted to the director and obtained from the director's oversight shall be available to the public subject to the city records review policy.
- D. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.
- E. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR 2.302 from being recognized as confidential information.

13.08.910 Publication of users in significant noncompliance.

- A. Publishing: The director must annually publish a list of the users which, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The list will be published in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW.
- B. Definition: The term significant noncompliance means:
 - 1. Any violation of a pretreatment standard or requirement including numerical limits, narrative standards, and prohibitions, that the director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public.
 - 2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, including risk of noncompliance with city's NPDES permit, or has resulted in the director's exercise of its emergency authority to halt or prevent such a discharge.
 - 3. Any violation(s), including of best management practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.

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4. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits of SMC 13.08.210 through 13.08.260.
 5. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as defined by SMC 13.08.210 through 13.08.260), multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH.
 6. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
 7. Failure to provide any required report within 45 calendar days after the due date. This includes initial and periodic monitoring reports, and reports on initial compliance and on meeting compliance schedules.
 8. Failure to accurately report noncompliance.
- C. Applicability: The criteria in paragraphs 1—3 above are applicable to all users, whereas the criteria in paragraphs 4—8 are only applicable to SIUs.

13.08.920 Administrative enforcement remedies.

In administering the city pretreatment program, the director is obliged to follow the city pretreatment program's approved procedures. In response to non-compliance with any requirement of this chapter, the director shall apply its enforcement response plan, which is a part of these approved procedures. This plan ensures that the application of remedies provided for in SMC 13.08.920 through 13.08.946 is appropriate to the violation, and consistent with the treatment of other users. Any person may review or obtain a copy (for a nominal charge) of the enforcement response plan by contacting the director or city.

13.08.921 Notification of violation.

The director may serve a written notice of violation on any user that the director finds has violated any provision of this chapter, including terms or requirements of a permit, order, or a pretreatment standard or requirement. In all cases in this chapter, a continuation of a violation of a provision of this chapter is a "violation." Users shall, in response to a notice of violation, provide the director a written explanation of the violation, its cause, and a corrective action plan within thirty (30) days of the receiving this notice. Users submitting plans to correct noncompliance must include the specific actions they will take to correct ongoing and prevent future violations at the soonest practicable date. The director's acceptance of a plan does not relieve a user of liability for any violations. The director may also take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

13.08.922 Show cause hearing.

The director may propose actions in response to a violation of any provision of this ordinance, including a provision of a permit, order, or a pretreatment standard or requirement. The director may order a user in violation to appear at a date, time, and location set by the director to show why the proposed enforcement action should not be taken. The director will notify the user of the violation, the proposed action, the rationale, and the users rights and obligations to provide evidence why the proposed enforcement action should not be taken, and to provide its support for any alternative it proposes at this meeting. This notification shall be served personally or by registered or certified mail (return receipt requested) at least 20 days prior to the hearing. Such notice may be

served on any authorized representative of the user as defined in SMC 13.08.140(C). A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

13.08.923 Administrative orders.

- A. Consent Orders. The director may enter into a consent order or other voluntary agreement to memorialize agreements with users violating any requirement of this chapter. Such agreements must include the specific action(s) required and date(s) they are to be completed to correct the noncompliance. Such documents must be constructed in a judicially enforceable manner, and have the same force and effect as administrative orders issued pursuant to this section.
- B. Compliance Orders. The director may issue a compliance order to any user which has violated any provision of this chapter including a requirement of a permit, order, or a pretreatment standard or requirement. The compliance order may direct that the user come into compliance within a specified time, install and properly operate adequate treatment facilities or devices, or take such measures as the Director finds are reasonably necessary. These measures may include additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, or relieve a user of liability for any violation, including a continuing violation. If the user does not come into compliance within the time provided, sewer service may be discontinued. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.
- C. Cease and Desist Orders. When the director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:
 - 1. Immediately comply with all requirements; and
 - 2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

13.08.925 Administrative fines.

- A. When the director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Director may fine such user in an amount not to exceed ten thousand dollars. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- B. The director may add the costs of any emergency response, additional monitoring, investigation, and administrative costs related to the noncompliance and the director's response to the situation to the amount of the fine.
- C. The director will consider the economic benefit enjoyed by a user as a result of the noncompliance in cases where there appears to have been a monetary benefit from not complying. In such cases, the director shall ensure that fines, to the maximum amounts allowable, exceed the benefit to the user from the noncompliance.
- D. Unpaid charges, fines, and penalties shall, at 30 calendar days past the due date, be assessed an additional penalty of one percent of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. After 30 days the city shall be authorized to file a lien against the user's property for unpaid charges, fines, and penalties.

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- E. Users desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within 15 working days of being notified of the fine. Where a request has merit, the director may convene a hearing on the matter. In the event the user's appeal is successful, the director shall rebate the difference between the initial and final penalty amounts to the user.
 - F. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

13.08.926 Emergency discontinuance of service.

- A. The director may immediately and effectively halt or prevent any discharge of pollutants to the POTW which reasonably appear to present an imminent endangerment to the health or welfare of persons. In such cases, the director will provide the user advance notice if possible, but shall not delay a response to imminent endangerment.
- B. The director may halt or prevent any discharge to the POTW which presents or may present an endangerment to the environment, including risk of noncompliance with city's NPDES permit, or which threatens to interfere with the operation of the POTW (including the collection system and pump stations). In such cases, the director shall attempt to provide not only notice to the affected user(s), but the opportunity to respond.
- C. Any user causing the director to exercise the emergency authorities provided for under this section shall be responsible for reimbursement of all related costs to the city.

13.08.927 Emergency suspensions.

The director may immediately suspend a user's discharge (or threatened discharge) when it reasonably appears to present a substantial danger to the health or welfare of persons. In such cases, the director will first provide informal notice to the user. The director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, a danger to the environment.

- A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. If a user fails to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary to protect the public and its interest in the sewer system. Remedies available to the director include immediately severing the sewer connection, at the users expense, turning off pump stations downstream of the user, and partnering with law enforcement. The director may not allow the user to recommence its discharge until the user has demonstrated to the satisfaction of the director that the situation warranting the suspension has been properly addressed and any proposed Termination proceeding has been resolved.
- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence. Users shall submit this report to the director prior to the date of any show cause or termination hearing under SMC 13.08.923 and 13.08.928.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

13.08.928 Termination of discharge.

Any user who violates the following conditions is subject to having the privilege of discharging to the public sewer system withdrawn:

- A. Discharge of non-domestic wastewater without a permit, including:

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1. Where the appropriate permit has not been requested;
 2. Where the appropriate permit has not yet been issued; or
 3. Where the permit has been denied or revoked based on the provisions of SMC 13.08.560 (Permit Revocation).
- B. Violation of permit terms and conditions including:
- a. Exceeding any permit limit;
 - b. Failing to meet other pretreatment standards or requirements;
 - c. Violating any prohibition; or
 - d. Failing to properly monitor and report discharges or changed conditions.
- C. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; (whether subject to a permit or not); or
- D. Violation of the pretreatment standards and requirements in SMC 13.08.210 through 13.08.260, including failure to satisfy industrial user survey requirements.

When the director determines this remedy is necessary and appropriate to fulfill the intentions of this chapter, such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under SMC 13.08.923 why the proposed action should not be taken. Exercise of this option by the director shall not be a bar to, or a prerequisite for, taking any other action against the user.

13.08.931 Injunctive relief.

The director may seek injunctive relief when a user has violated, or continues to violate a provision of this chapter, including a pretreatment standard or requirement, or a permit or order issued hereunder. In such cases, the director may petition the Superior Court of Skamania County through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

13.08.932 Civil penalties.

- A. A user which has violated, or continues to violate a provision of this chapter, including a pretreatment standard or requirement, or a permit or order issued hereunder shall be liable to the city for a maximum civil penalty of \$10,000.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The director may recover reasonable attorneys' fees, court costs, and other expenses associated with any emergency response, enforcement activities, additional monitoring and oversight, and costs of any actual damages to the city.
- C. In determining the amount of civil liability, the court shall take into account all relevant circumstances. The director shall provide the court a recommended civil penalty amount, and its basis. This basis shall address, as available, the extent of harm caused, the magnitude and duration of the violation, any economic benefit gained, the timing of users actions and responses, corrective actions by the user, and the user's compliance history. The director will provide the range of penalty amounts its enforcement response plan suggests if it addresses the situation and provides such guidance. The director will provide any other facts the court requests, or the director believes important for the court to have to render a just determination.

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- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, any other action the director may take to resolve noncompliance by a user.

13.08.933 Criminal prosecution.

- A. A user who willfully or negligently violates any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$10,000.00 per violation, per day, or imprisonment for not more than one year, or both.
- B. A user who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$1,000.00 or be subject to imprisonment for not more than one year, or both. This penalty shall be in addition to any other criminal charges or judicial remedies, including remedies for causing personal injury, endangerment, or destruction of public property available under state law.
- C. A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than one year, or both.
- D. In the event of a second conviction, a user shall be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than one year, or both.

13.08.934 Remedies nonexclusive.

The remedies provided for in this chapter are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the director may take other action against any user when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant user.

13.08.941 Penalties for late reports.

The director may assess a penalty of \$50.00 to any user for each day that a report required by this chapter, a permit or order issued hereunder is late. Penalties accrue beginning the fifth day after the report is due. The director's actions to collect late reporting penalties shall not limit the director's authority to initiate any other enforcement action.

13.08.942 Performance bonds.

The director may require a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director as necessary to assure the User will achieve consistent compliance with this chapter. The Director may require this bond as an enforcement response or as a prerequisite to issue or reissue a wastewater discharge permit. Any user who has failed to comply with any provision of this chapter, a previous permit or order issued hereunder, or any other pretreatment standard or requirement may be subject to this requirement. This bond may also be required of any category of user which has led to public burdens in the past regardless of the compliance history of the particular user. The city may use this bond to pay any fees, costs, or penalties assessed to the User whenever the Users account is in arrears for over 30 days. This includes the costs of cleanup of the site if the user goes out of business, sells the business to a person that does not first assume the bond, or goes bankrupt. Users may petition the director to convert their performance bond to a requirement to provide liability insurance, or to

forego any such safeguard based on their performance. User may petition no more frequently than once in any twelve-month period.

13.08.943 Liability insurance.

The director may require any user to provide insurance if they previously failed to comply with any provision of this ordinance, a previous permit, or order issued hereunder, or any other pretreatment standard or requirement. The director may also require users in businesses which historically have left a public burden to clean up pollution to obtain this insurance, regardless of their compliance history. In such cases, Users must provide proof that the insurance is sufficient to cover any liabilities incurred under this chapter, including the cost of damages to the POTW and the environment caused by the user. The director may require users to provide the proof of such insurance either in response to non-compliance or prior to issuing or reissuing a wastewater discharge permit.

13.08.944 Payment of outstanding fees and penalties.

The director may decline to issue or reissue a wastewater discharge permit to any user who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this chapter, a previous permit or order issued hereunder.

13.08.945 Water supply severance.

The director may order water service to a user severed whenever a user has violated or continues to violate any provision of this chapter, a permit, or order issued hereunder, or any other pretreatment standard or requirement. Users wishing to restore their service must first demonstrate their ability to comply with this ordinance and pay the related costs of this action.

13.08.946 Public nuisances.

A violation of any provision of this chapter or a permit or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the director. Any person(s) creating a public nuisance shall be subject to the provisions of SMC 8.60 governing such nuisances, including reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance.

13.08.951 Upset.

- A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to noncompliance with categorical pretreatment standards (SMC 13.08.220 and SMC 13.08.230), but not local limits (SMC 13.08.240) when the requirements of paragraph (C), below, must be met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - 1. An upset occurred and the user can identify the cause(s) of the upset.
 - 2. The facility was at the time being operated in a prudent and workman-like manner and was in compliance with applicable operation and maintenance procedures.

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3. Where the upset involved reduction, loss, or failure of its treatment facility (e.g. a power failure), the User controlled production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards until the facility was restored or an alternative method of treatment was provided.
 4. The user submitted the following information to the director within 24 hours of becoming aware of the upset. When initially provided orally, the User must have provided a written report within five days:
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.

13.08.952 Prohibited discharge standards.

A user will have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in SMC 13.08.210(A), and 13.08.210(B)(3)—(7) in certain cases. The user must be able to prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

13.08.953 Bypass.

- A. For the purposes of this section,
 1. Bypass means the intentional diversion of wastestreams from any portion of a user's treatment facility.
 2. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow a bypass to occur if it does not cause pretreatment standards or requirements to be violated and is for essential maintenance to assure efficient operation.
- C. Any other bypass must meet the following requirements:
 1. Users knowing in advance of the need for a bypass must submit prior notice to the director, at least ten days before the bypass wherever possible.
 2. Users must tell the director of any unanticipated bypass that exceeds applicable pretreatment standards within 24 hours of becoming aware of the bypass. Users must provide a written follow-up report within five days. The Director may waive the written report if the oral report was timely and complete. Unless waived, the written report must contain:

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- a. A description of the bypass (volume, pollutants, etc.).
 - b. What caused the bypass.
 - c. When, specifically, the bypass started and ended.
 - d. When the bypass is expected to stop (if ongoing).
 - e. What steps the User has taken or plans to take to reduce, eliminate, and prevent the bypass from reoccurring.
- D. Bypass.
1. Bypass is prohibited, and the director may take an enforcement action against a user for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The user submitted notices as required under paragraph (C) of this section.
 2. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in paragraph (D)(1) of this section.

13.08.961 Pretreatment charges and fees.

The city may adopt reasonable fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

- A. Fees for wastewater discharge permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals;
- E. Fees to recover administrative and legal costs associated with the enforcement activity taken by the director to address IU noncompliance; and
- F. Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines, and penalties chargeable by the city.



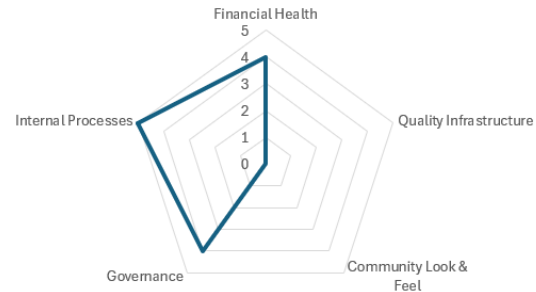
City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Leana Kinley, City Administrator
RE: Communications Support
Meeting Date: September 19, 2024



Executive Summary:

At the March 25th council meeting, the council directed staff to move forward with establishing a Transportation Benefit District within the Stevenson city limits and the goal is to submit a ballot measure for the February Election for a .3% sales tax. City staff do not have the bandwidth to communicate this complex issue to the voters. At the August 7th meeting, staff presented a scope of work and overview from Tripepi Smith. The council requested additional quotes. While they were requested, none have been received. Tripepi Smith is the only firm that has responded. An outline of possible steps are below.

Overview of Items:

The Strategic Plan identifies researching and contracting for communications support as part of the Financial Health and Internal Process priorities. Improved communication was also identified as a need in the recent community survey. Staff reached out to firms and heard back from one. When talking with Tripepi Smith around the need, the suggestion was to begin with general communication support to establish regular communication with the public ahead of the ballot measure work in the winter.

The general communication support has the following monthly deliverables:

- Project management
- Bi-weekly 30-minute check-in calls
- 1 article or press release per month
- 3 social media posts per week
- 1 monthly metric and analytic report
- Quarterly communication meetings
- City council agenda scanning
- Bi-weekly newsletter creation

While the costs will be billed on a time and material basis, the general communications retainer for the work above is \$6,945/month, or \$83,340/year.

The Ballot measure has an overall cost of \$22,500 with a possible cost of \$45,000 for additional costs of printing, mailing and advertising.

No additional firms have responded with a proposal. Concern over using Tripepi Smith centered around their being based in California. Ryder Smith grew up in Washington state and the proposed account

manager is based in Seattle. The firm regularly partners with the Washington City/County Managers Association and has multiple clients in the state. They will be present at the meeting and can speak more on their services.

If council remains against an outside firm, the next step would be to create a Request for Proposals for soliciting other firms and see what responses the city gets. This would add about two-three months to the process and delay the ballot measure.

Action Needed:

Direction on the services outlined in the scope of work and how to move forward.



**SERVICES FOR:
GENERAL COMMUNICATIONS &
BALLOT MEASURE EDUCATION**

City of Stevenson

July 24, 2024

VALID FOR 90 DAYS FROM SUBMISSION

By: Tripepi Smith

Ryder Todd Smith, Co-Founder & President
Saara Lampwalla, Senior Business Analyst

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Our Service Areas



“Tripepi Smith was instrumental in helping get the word out about the importance of Measure N. As a smaller city, we are a down-ballot election, and with so much media paid attention elsewhere, it would have been extremely difficult for the city to produce content in-house. Not only were the graphics great, but the information they included in the post made it viewer friendly and essential to get the message out there.”

Alexander Walker-Griffin
Mayor, City of Hercules

COVER LETTER

Dear Leana Kinley,

Thank you for the opportunity to partner with the City of Stevenson on this critical initiative to enhance communications and bolster the City's financial health.

The City aims to launch a public education effort to inform residents about a potential street sales tax measure on the February 2025 ballot. Simultaneously, the City seeks to expand its current communication efforts to keep residents updated on City projects and events. I'd like to take a moment to share our enthusiasm for this project and explain why Tripepi Smith is the ideal partner.

Our team has a deep understanding of the unique dynamics of local communities: over 200 local government agencies, have chosen us to support their communications needs. Our proven track record includes numerous successful initiatives that have delivered tangible, impactful results. We excel in providing comprehensive public education and outreach services to municipalities, with a particular focus on ballot measures and ongoing communication support.

In a time when community engagement and fiscal responsibility are of paramount importance, Tripepi Smith is prepared to bring fresh, effective strategies to the table. Our dedication and strong history of delivering results position us as the ideal partner for the City of Stevenson.

Thank you for considering us for these crucial endeavors. We eagerly anticipate the chance to discuss our proposal in more detail.



Ryder Todd Smith, Co-Founder & President, Tripepi Smith

Ryder@TripepiSmith.com • (626) 536-2173 • P.O. Box 52152, Irvine, CA 92619

FIRM QUALIFICATIONS & EXPERIENCE

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels at all aspects of public affairs and marketing. Founded in 2000 and incorporated in 2002 as a California Corporation, Tripepi Smith is based in Orange County, California with staff across California, Washington, Arizona, New Mexico, Utah, Texas and Tennessee. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith's team of over 65 full-time communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Our team offers a broad spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks; this allows us to execute work faster and reduce engagement costs.

These skills vary by both years of experience and core hard skills (website and graphic design, videography, writing, and social media, for examples). At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from two in-house accredited public relations (APR) professionals. Public affairs experts and policy wonks manage communication solutions for a large list of clients. Creative professionals fashion compelling branding, websites, print and digital design, social media, photography and video. Multiple full-time FAA certified drone pilots capture captivating footage for videos and photos. Tripepi Smith also has a full-scale video production team with extensive cablecasting, event production and A/V expertise.

THE RESULT:

We have an ability to tell a complete story across mediums all within our one team.

Key Differentiators

No other communications firm has the public agency client depth and diversity that Tripepi Smith offers. We gain insights from the breadth of our work and share that knowledge with our 200+ public agency clients, which yields key advantages:

- **Expertise In Industry-Standard Platforms:** Our team possesses a deep understanding of social media and digital platforms, evidenced by our certifications from industry leaders like Meta, YouTube, Twitter and Meltwater. This expertise sets us apart from many public affairs firms.
- **A Deep Understanding Of Local Issues:** Tripepi Smith's work with over 200 public agencies and municipal partners benefits each client as we translate practical field experience into outreach strategies tailored to their unique circumstances. Moreover, we are known for our mastery of the art of local government communications. We make civic matters relatable and engaging for stakeholders, from constituents to elected officials to legislators and more.
- **Robust Quality Assurance Practices:** With thousands of successful projects delivered, Tripepi Smith has integrated a robust system of tools and workflows. Whether managing deliverables within our own team or subcontractors, our iterative review procedures ensure clients receive high-quality, high-impact work products.
- **24/7 Access:** Though we have a set number of hours proposed in our contract, Tripepi Smith is available to our clients 24 hours per day. There is no "bad time" to call or email us, and our response will be immediate and engaged on the issue at hand.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no IMPACT.

Content x Distribution = Impact



Team Tripepi Smith



Qualifications of Key Personnel

The City of Stevenson would have access to any one of Tripepi Smith's 65+ full-time employees. Depending on the scope of work the City selects, the rest of the Tripepi Smith project team may vary. However, we anticipate a core team consisting of **Senior Business Analyst Sydni Overly** as account manager, overseeing and advising on execution. Sydni will be the City's primary contact for the administration of authorized tasks. **Business Analyst Melanie Moore** will act as project manager, coordinating project management details and overseeing all content creation efforts with the support of **Junior Business Analyst Avi Vemuri**. Lastly, **President Ryder Todd Smith** will remain available to advise on strategy.

Dedicated Availability for Stevenson

The core project team will have dedicated availability to support the City of Stevenson, including capacity to provide support under urgent notice and/or time constraints. Should any key personnel become unavailable during the course of this engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets.

Additional resources about this team and the wider set of our team of full-time professionals are available at: www.TripepiSmith.com/Our-Team.



Ryder Todd Smith President

Ryder has over 25 years of experience in government relations, technology and marketing. As president, he leads Tripepi Smith and is the ultimate project owner of its clients, which span over 200 public, private and non-profit agencies. Ryder is also the creator of the City Internet Strategies Study, publisher of PublicCEO and the Civic Business Journal and a frequent speaker on the local government circuit. Additionally, his insights have been published by industry-leading publications, such as Western City Magazine and Public Management Magazine, and local government professional organizations, such as the California City Management Foundation and Municipal Management Association of Northern California have recognized and awarded his support as a longtime partner.



Sydni Overly Senior Business Analyst

Sydni is a strong project manager with a background in public policy and local government. After studying Sociology at Boston University, she went on to receive her master's degree in Public Administration from California State University, Long Beach. Sydni further developed her leadership skills at the City of Gardena, where she supported several municipal departments and gained extensive experience in intergovernmental relations, emergency management, community outreach and content creation. As a Senior Business Analyst for Tripepi Smith, Sydni manages a wide range of projects and provides strategic direction for staff to execute. In addition to her client work, Sydni is the firm's Sprout Social expert and helps optimize social media management practices. She also recently led the creation of Local Information Network of Knowledge (LINK), a software solution to help public agencies share and document best practices and knowledge on a range of subjects.



Melanie Moore

Business Analyst

Melanie, a Bay Area native, brings experience in financial research and marketing, complemented by her Bachelor of Arts degree in Economics from Claremont McKenna. She started as a Junior Business Analyst and quickly advanced to a Business Analyst in 2022. Since joining the team, Melanie has played a pivotal role in managing clients, crafting compelling narratives and actively engaging with communities to fulfill unique client needs. At the core of Melanie's expertise lies her ability to develop innovative communication strategies and create targeted content. Notably, Melanie is also a member of the Tripepi Smith Cloud Webmaster team, contributing her skills to elevate online experiences.



Avi Vemuri

Junior Business Analyst

Avi is a detail-oriented, analytical thinker with a background in data analytics, project management and marketing. He graduated from Claremont Mckenna College with a degree in Economics, and a sequence in Computer Science. While at Claremont Mckenna, Avi gained experience as an IT Project Management Intern at Farmers Insurance and served as a Growth Marketing Manager for the food delivery startup EnvoyNow. These experiences helped drive a strong passion for marketing and project management. After graduating, Avi taught Computer Science and served as the Head Tennis Coach at The Hill School, an independent boarding school in Eastern Pennsylvania. This experience helped cultivate both his leadership and analytical skills.



"Our City is committed to keeping residents informed and our community engaged. Tripepi Smith has helped us identify opportunities where we can take our communications efforts to the next level and in turn get a step closer to meeting the communications-related goals in our Strategic Plan."

David Scott
City Manager, City of Washougal

RELEVANT WORK AND REFERENCES

Contact	Ballot Results, Scope of Work, Work Samples
<p>City of Carson Tarik Rahmani, Deputy City Manager</p> <p>(310) 952-1755 TRahmani@Carson.ca.us</p>	<ol style="list-style-type: none"> 1. Nov. 2020 Measure K: 0.75% sales tax – 53.92% Yes 2. Nov. 2022 Measure R: Continuing 2% UUT – 78.44% Yes <p>Education & Outreach: Project management, strategic messaging, campaign logo development, news articles, website content development, social media management, technology support, digital ad placements, media monitoring, animated videos, informational mailers</p>

Measure R UUT Continuation - November 8, 2022 Election

During the November 2022 General Municipal Election, Carson residents will be able to vote on Measure R: the continuation of the 2% Utility Users Tax (or "UUT"). If approved, the Measure R continues the 2% UUT and could provide approximately \$8 million annually, until the UUT is ended by Carson voters. Measure R does not remove any accountability requirements (e.g., the Citizen Oversight Committee). All revenue from Measure R would continue to stay within Carson.

The 2% tax is collected from Carson residents and businesses by utility service providers (e.g. Southern California Edison and Southern California Gas) and is remitted to the City of Carson. This tax revenue is used to fund a variety of services, including sheriff and park safety patrols, senior and youth services, and parks and street maintenance programs.

How Measure R will appear on your November 2022 ballot:
 "To maintain City services such as 911 emergency response, public safety; natural disaster/public health emergency preparedness; protect local drinking water; repair streets/potholes and other general City services, shall the measure, continuing the existing 2% Utility Users Tax (no tax increase) limited to electric/gas utilities, exempting senior and low-income households, providing approximately \$8,000,000 annually until ended by voters, requiring public spending disclosure, all funds for Carson, be adopted?"

Before you vote in the election, please learn more about Measure R on this webpage. Click/tap the links in this table to go to a specific section:

How Utility Users Tax Works	About Measure R
Community Needs and Priorities	Frequently Asked Questions
Documents and Election Info	UUT Exemption Information

Contact

City of Culver City

Shelly Wolfberg,

Assistant to the City Manager

(310) 253-6008

Shelly.Wolfberg@CulverCity.org

Ballot Results, Scope of Work Performed, Work Samples

1. Nov. 2018 Measure C: 0.25% sales tax – 70.73% Yes
2. March 2020 Measure CC: 0.5% sales tax – 76.93% Yes

Education & Outreach: Project management, strategic messaging, news articles, website content development, social media management, technology support, digital ad placements, media monitoring, animated videos, informational mailers



Contact

Ballot Results, Scope of Work Performed, Work Samples

City of Grover Beach

Matthew Bronson,
City Manager

(805) 473-4567
MBronson@GroverBeach.org

1. Nov. 2020 Measure F-20: 1% sales tax – 52.6% Yes

Education & Outreach: Project management, strategic messaging, news articles, website content development, social media management, technology support, digital ad placements, media monitoring, animated videos and informational mailers

How could Measure F-20 help?



“Since districting was entirely new to our community, we wanted to ensure our residents understood how this would change our municipal elections and how they could actively participate in the process. We knew we could rely on our trusted consultants, Tripepi Smith, to educate the public and empower residents to make their voices heard throughout this important process. The success of their outreach efforts is evident in the 40 maps received from the public and we appreciate Tripepi Smith’s diligent efforts to engage the community in adopting district lines that will shape the future of the City Council for the next 10 years.”

Matthew Bronson
City Manager, City of Grover Beach

Partial Client Roster

Below is a brief list of Tripepi Smith clients. We can provide you with contacts for any of these clients if desired and are confident you will find them to be quite happy with our services.

California City Management Foundation	City of Indian Wells	City of Palmdale	Citrus Heights Water District
California Joint Powers Insurance Authority	City of Industry	City of Paramount	Claremont McKenna College
City of Aliso Viejo	City of Irvine	City of Placentia	Costa Mesa Sanitary District
City of American Canyon	City of La Cañada Flintridge	City of Pomona	El Toro Water District
City of Azusa	City of La Palma	City of Rancho Palos Verdes	Independent Cities
City of Bellflower	City of La Puente	City of Rancho Mirage	Finance Authority JPA
City of Blythe	City of Lake Forest	City of Renton	Inland Empire Utilities Agency
City of Claremont	City of Laguna Hills	City of Riverbank	League of California Cities
City of Coronado	City of Laguna Niguel	City of Rolling Hills Estates	Municipal Information Systems Association of California
(City of) Culver City	City of Lancaster	City of Santa Clarita	Municipal Management Association of Northern California
City of Cupertino	City of Livermore	City of Santa Cruz	Municipal Management Association of Southern California
(City of) Daly City	City of Lomita	City of Santa Paula	Orange County City Manager Associations
City of Danville	City of Lynwood	City of Saratoga	Orange County Sanitation District
City of Duarte	City of Manhattan Beach	City of Snoqualmie	Palmdale Water District
City of El Cerrito	City of Manteca	City of South Gate	Rowland Water District
City of Fountain Valley	City of Martinez	City of Tracy	San Gabriel Valley City Manager Association
City of Fullerton	City of Millbrae	City of Vallejo	Bellflower-Somerset Mutual Water Company
City of Grover Beach	City of Morgan Hill	City of Vista	South Orange County Wastewater Authority
City of Hawaiian Gardens	City of Murrieta	City of Walnut	
City of Hawthorne	City of Newport Beach	City of Washougal	
City of Hercules	City of Norwalk	(City of) Yuba City	
City of Huntington Beach	City of Orange	Town of Windsor	
	City of Palm Desert	California Choice Energy Authority	



"I have worked with the Tripepi Smith team in a variety of capacities, and the work they produce never fails to impress me. Their speed and knowledge of the local government sector contributed greatly to forming an effective outreach plan. Our partnership was key to educating the community on Measure TR."

Ernie Hernandez
Former City Manager, City of Lynwood

PROJECT APPROACH

Stevenson's Needs

The City of Stevenson acknowledges the desire for improved communication with its residents. To address infrastructure challenges, the City is in the process of establishing a transportation benefit district, and subsequently, will offer a sales tax measure for voter consideration in the February 2025 Special Election. Effective communication is crucial to inform voters about these developments. Simultaneously, the City aims to strengthen its overall communication strategy to quell misinformation and foster community trust. Limited resources, including an inactive local newspaper and an older population with limited digital access present obstacles to achieving these goals. Still, the City is committed to making progress and ensuring residents are engaged in City affairs.

Tripepi Smith's Approach

Tripepi Smith possesses the expertise to address all aspects of the City's communication needs. We propose a two-pronged approach:






1. **General Communications Support:** This ongoing service will supplement the City's existing communication efforts and can commence immediately.
2. **Ballot Measure Education:** This focused outreach will educate residents about the proposed sales tax measure with efforts launching in December 2024.

This method allows the City to strengthen its overall communication while also preparing for the upcoming ballot measure. Below, we first outline our approach to specific project components before presenting a detailed cost proposal for potential services.

General Project Management

Tripepi Smith begins all engagements with a kickoff meeting with the client to: introduce personnel to one another, define Key Performance Indicators (metrics, goals and timelines); review project management processes; and ensure each stakeholder has a full understanding of their responsibilities.

We primarily use the following tools to manage projects:

-  Google Workspace for email, creating real-time collaborative documents and instant messaging
-  Zoom or Google Meet for conference calls
-  Sprout Social for social media management: posting and monitoring comments/messages
-  Meltwater for media intelligence and media relations
-  Kantata for project/task management, internal project status updates and time entry

These tools enable project managers to quickly determine a project's budget status, review the schedule of tasks, send rapid notifications to the whole team if issues arise and, generally, sustain momentum on our efforts.

Quality Assurance

Tripepi Smith abides by a rigorous procedure of internal review before work product or invoices ever make it to clients for review. Principals, Directors and Senior Business Analysts are all in the upper echelon of the workflow, responsible for final quality assurance of work produced by their peers. Tripepi Smith sets clear deadlines with clients to ensure expectations are met. Every team member holds each other accountable so that deliverables are produced in the most efficient manner possible. **Real-time financials are accessible 24/7, providing the most accurate insight to adhere to a budget.**

Ballot Measure Education

Tripepi Smith's typical approach to crafting language for ballot measure education & outreach is to "measure twice, cut once": we work with key stakeholders (especially legal counsel) to produce approved written language upfront. Any external-facing content, whatever the medium, will only use that language.

This allows us to streamline the design of various deliverables so the only new information for stakeholders to review is the look and feel, versus also having to re-evaluate the written text. This gives us the most flexibility to speed up the outreach/education process as necessary, ensuring voters have all the facts they need well before an election.

Our Creative Team of graphic artists, videographers and animators can transform this same written language into easy-to-understand visuals. When combined with a dedicated digital placement budget — such as "Boosting" posts on Facebook — we can quantitatively prove we have reached a large portion of the City's residents.

Throughout the engagement, we will monitor local/regional media outlets, the City's social media sites and community-run social media sites for opportunities to address misperceptions, correct misinformation, or identify new questions/concerns. Should we find new questions/concerns that our current content does not address, we will collaborate on creating new content that does, then publish it publicly.

Ongoing Communications Support

– Bi-Weekly Regular Strategy Discussions

To coordinate our efforts with City Staff and sustain momentum on communication projects, Tripepi Smith can schedule a recurring, 30-minute to 60-minute meeting that will include a City-designated lead for our engagement. These regular calls would help drive content planning for various communications channels, including website articles, press releases and social media posts and stories. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks, review of recent media mentions and social media comments and sharing of communication opportunities uncovered from scanning city council agendas.

– City Council Agenda Scanning/Review

Tripepi Smith understands local government. Combined with expertise in marketing and communications, we identify potential communication opportunities by scanning your public meeting agendas. After all, city council agendas often contain timely items of public interest.

Our team reviews these agendas and discusses them with you during our regular check-in calls. This allows you to focus on your core duties while we empower you with information and recommendations to effectively manage city communications. The goal is to ensure transparency with your constituents. By keeping them informed about activities and decisions, we help you maintain a strong relationship with the community.

– Email Newsletters

A regular email newsletter is a direct portal into the world of your community members. E-newsletters also offer analytics that allow agencies to measure how cost-effective their campaigns were, either through native digital engagement or interaction with QR codes or URLs.

Tripepi Smith leverages Constant Contact, a leading email marketing platform, to empower clients' digital marketing strategies. Our team boasts several dozen certified Constant Contact Solution Providers, and we've successfully guided over 30 clients in leveraging the platform's potential. However, our expertise extends beyond Constant Contact. We are well-versed in other email marketing platforms, such as MailChimp, and offer a comprehensive range of services from account management and newsletter creation to event promotion and building targeted contact lists. We tailor our approach to your specific needs, ensuring you receive the optimal level of support.

1. E-NEWSLETTER CONFIGURATION, SET-UP & STRATEGY

Tripepi Smith offers e-newsletter establishment and revamping services. Our work includes setting up and configuring your email platform, migrating your existing contacts and providing graphic design and strategic support.

- **Email Lists:** We usually collaborate with staff to gather existing email lists and incorporate them into a distribution list for your new newsletters. If you don't have any existing email lists, we help build them from scratch.
- **Graphic Design:** Our graphic designers can craft a custom newsletter template that perfectly reflects your brand. We also incorporate unique design elements, such as headers featuring iconic community sites or recognizing holidays and observances, to add a special touch.
- **Strategy:** Years of experience producing e-newsletters for clients have honed our thought leadership in streamlining the newsletter production process. We can help you establish a workflow that ensures your newsletters are succinct, approachable and community oriented.

2. NEWSLETTER METRIC REPORTS

Tripepi Smith will produce metric reports on the newsletter. The report will consist of key performance indicators (KPIs), such as Open Rate, Opens, Clicks and more. Additionally, the reports will summarize insights and recommendations for optimizing and creating more visibility for the newsletter.

3. CURATION OF E-NEWSLETTER

If you prefer to write your content, Tripepi Smith can still support your newsletter efforts. We'll handle building, distributing, managing metrics and keeping your email list healthy. This includes integrating your content into the template, proofreading and ongoing list management—removing undeliverable addresses and adding new subscribers.

4. CREATION OF E-NEWSLETTER

Take the newsletter a step further with our optional e-newsletter management service. Tripepi Smith will handle everything: project management, content creation and collaborating with your team to gather details and images. We'll craft engaging content for your e-newsletter, ensuring a seamless process from start to finish.

– Social Media Management

1. CONTENT CREATION

Social media content creation involves: planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Our team has experience producing content across Meta (Facebook and Instagram), Twitter/X, LinkedIn, Nextdoor and others.

2. MONITORING

Tripepi Smith will monitor inboxes for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the City. Tripepi Smith will check social media chat groups and City posts for comments twice a day seven days a week excluding major holidays.

3. ADDITIONAL

Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the City).

– News Article/Press Release

Our team is seasoned in crafting compelling press releases and news articles, typically up to 500 words, to amplify the City's story and establish thought leadership. We tailor our work to your desired tone and direction, ensuring consistent execution. Collaboration with your staff might be necessary to ensure subject matter expertise and obtain quote approvals. You can lean on us to manage the entire content creation cycle, from crafting key messages and conducting interviews to drafting content and distributing it to your platforms or the media.

– Proofreading and Editing

Tripepi Smith staff will be available to proofread and copy edit Staff content, whether press releases, website news articles or external-facing emails as needed. Copyediting will review spelling and grammar, as well as ensure consistency with your Style Guide parameters.

– Website Support

Residents, businesses, vendors, investors and partners rely on public agency websites for key information and resources. Our work with nearly 200 public agencies has given Tripepi Smith a vantage point on challenges to website upkeep, which typically roots back to staff capacity.

Old information can linger too long. New information does not land on the website in a timely fashion. Sometimes new features are rolled out from the website company, but your staff is not trained to implement

the new features. Finally, keeping staff up to speed on how to use the website content management system takes a lot of time and for most of them, it is a low priority in their job.

We understand the gaps cities face in extracting as much value as possible from their websites, which is where our Cloud Webmaster Services come in.

Our team of content management specialists know how to use the tools and technologies of common local government website platforms used today. They are available 7 days a week to help public agencies update and change content on their websites. Now you have a single partner to manage the website content, and you can save time for your swamped in-house staff who want to focus on writing the staff report—not publishing it to the website.

Publishing content with Cloud Webmaster is as simple as sending an email, making a phone call or firing off a text message with a directive. Your Cloud Webmaster team will publish your content quickly and update you when they're done. Better yet, if you need help writing content, we can engage a writer on our team to first craft the content, seek your approval and then publish it to the appropriate page or space on your website.

–Strategy Meetings with Leadership

Tripepi Smith recommends meeting (virtually) on a quarterly basis with department heads to advise staff on upcoming communications, strategize communications plans, dissect themes and trends and reinforce communication goals for the coming months.

– Metric & Analytic Report

Each month, Tripepi Smith will provide a summary report of the Key Performance Indicators or KPIs (reach, posts, engagement, etc.) related to your controlled social media sites and other key metrics if available, such as website visits, media mentions and email open/click rates. This will help us evaluate the success of our efforts as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

– On-Call Strategic Communications Advice

There may be cases where the City may need advice on stakeholder outreach, communication efforts and public engagement initiatives. While the proposed project team can advise on such matters during regular check-in calls, there may be instances when a separate, longer discussion is needed. Additionally, there may be instances when a serious, emergency issue arises, warranting collaboration among the proposed project team throughout the crisis management period. This includes responding to emergencies through coordinated communications efforts with key external stakeholders. Tripepi Smith will remain available 24/7 to support you through such instances, typically kicking discussions off in a virtual meeting, collaborating in a living workspace (as noted above) and emailing, texting or calling with updates as progress happens.

SCOPE, COST PROPOSAL

We recommend the following scope of services following a Time & Materials (T&M) model that allows you the flexibility to “ramp up” or “ramp down” efforts according to budget and priorities. Below, we outline potential services and associated costs, into the two proposed areas:

- 1. General Communications Support:** This ongoing service will supplement the City's existing communication efforts and can commence immediately.
- 2. Ballot Measure Education:** This focused outreach will educate residents about the proposed sales tax measure with efforts launching in December 2024.









1. General Communications Support

As previously mentioned, we recommend a T&M arrangement for both project areas. The following outlines potential general communications services and corresponding estimated costs based on our standard hourly rates, detailed in the subsequent pages. Please note that all projects range in drafts and intricacy. We will determine exact cost based upon requests.

All work must be clearly authorized in writing before proceeding.

Deliverable	Cost	Quantity/Notes
Bi-Weekly Strategy Discussions	\$910 / Month	30-minute, bi-weekly, agendized check-in calls complete with check-in call recap email
City Council Agenda Scanning/Review	\$320 / Month	Reviewing city council agendas for potential communication opportunities
E-Newsletter Configuration, Set-Up & Strategy	\$2,650 One-Time Fee	Set-up, template creation (2 drafts: 1 draft, 1 final), 12 custom headers
Curation of Bi-Weekly E-Newsletter	\$450 / Edition \$1,960 / Month	Project management, execution, review; City staff creates all newsletter content

Creation of Bi-Weekly E-Newsletter	\$570 / Edition \$2,450 / Month	Project management, newsletter content creation, execution, review
Monthly Newsletter Metric Reports	\$510 / Report	Metric collection and analysis
Social Media Management	\$1,650 / Month	Creation of 3 social media posts per week
Social Media Templates	\$695 for 4	Design of 4 templates (2 drafts: 1 draft, 1 final)
News Articles & Press Release	\$640 / Piece	Creation of up to 500-word news article or press release; includes distribution to City website
Proofreading & Editing	\$100 / Article	Creation of up to 500-word news article or press release
Website Support	\$475 / Month	Assumes up to 4 hours of support per month
Strategy Meetings with Leadership	\$2,090 / Meeting	Virtual meetings with leadership/key stakeholders; recommended quarterly
Metric & Analytic Report	\$805 / Report	1 PDF report
Graphic Design	Print/Digital Short Format Infographics - \$3,120	Design projects range in drafts and intricacy; exact cost will be determined based on request.

	Print Flyer - \$1,225	
	Print Poster - \$1,925	
	Print Brochure / Newsletter - \$6,565	
	Mailer - \$1,090	
General Communications Retainer	\$6,945 / Month \$83,340 / Year	<p>Inclusive of:</p> <ul style="list-style-type: none">  Project management  Bi-weekly 30-minute check-in calls  1 article or press release per month  3 social media posts per week  1 monthly metric and analytic reports  Quarterly communications meetings  City council agenda scanning  Bi-weekly newsletter creation

2. Ballot Measure Outreach & Education

Tripepi Smith recommends a T&M model for executing the work detailed below over approximately 2 months (early/mid-December 2024 through January 2025), for **an estimated grand total of \$22,250, excluding extraneous fees**, such as for printing, mailing and advertising, which the City would pay for directly.

For budgeting purposes, we recommend your budget for extraneous fees start at \$45,000, though the final budget number will require deeper discussion between our teams.

Deliverable	Quantity/Notes
<u>Project Management</u>	Leverages an SBA, BA and JBA
One-time Kickoff Call	Up to 1 hour
Biweekly Client Check-in Call	Up to 1 hour per call for up to 2 months; Agendized meetings, with to-do item "recap" emails after
<u>Strategic Messaging</u>	Leverages a Principal, SBA, and BA
Strategic messaging for use across all communications	Includes Frequently Asked Questions, talking points, key messages, etc. English only
<u>Standalone Webpage</u>	Leverages SBA, BA and JBA
Informational webpage on City website; editing content as needed	1 webpage; English only
<u>Informational Mailers</u>	Leverages SBA, BA and JBA
Educational mailers about (1) election instructions and (2) the potential measure	Develop content for, design and layout 2 full-color, two-sided, 8.5" x 11" mailer Mailed to all City residents via Every Door Direct Mail (EDDM) City to pay print and mail costs directly
<u>Social Media Management & Monitoring</u>	Leverages JBA with occasional support from BA and SBA
Create and publish social media post content (which we will use for Digital Placements)	Up to 7 unique posts total; Graphic design included; English only
Monitor local community-run social media groups/pages	Up to 30 minutes per week for up to 1.5 months
Respond to City social media site comments and messages	Unlimited for up to 1.5 months

<u>Digital Placement (Ads) Creation & Management</u>	Leverages BA and JBA
Produce and manage digital placements of social media posts; excludes placement budget	Up to 2 "Boosted Posts" for dual display on Facebook and Instagram
Produce and manage digital placement of animated video; excludes placement budget	1 "Boosted Post" for dual display on Facebook and Instagram
<u>Animated Video</u>	Leverages a Principal, Animator, SBA, JBAs
Informational animated video	1 English video with captions and 1 English video with Spanish subtitles; Max. of 90 seconds long
Post videos on City's social media sites and YouTube Channel	Includes caption & voiceover fees
ESTIMATED COST: \$22,250	

Standard Hourly Rates

Tripepi Smith applies the following Standard Hourly Rates and related fees for any authorized as-needed T&M work. Such work must be clearly authorized in writing before proceeding.

	Hourly - Standard	Hourly - Retainer
Principal	\$370	\$295
Director	\$255	\$215
Art/Creative Director	\$255	\$215
Senior Business Analyst	\$195	\$165
Business Analyst	\$140	\$115
Junior Business Analyst	\$115	\$95
Senior Videographer/Animator	\$195	\$165
Senior Photographer	\$170	\$145
Videographer/Photographer	\$130	\$110
Junior Videographer/Photographer	\$110	\$95
Senior Graphic Designer	\$185	\$155
Graphic Designer	\$130	\$110
Junior Graphic Designer	\$110	\$95
Web Developer	\$195	\$175
Junior Web Developer	\$110	\$95
Drone Operator	\$195	\$170

Payment Terms

Billing & Invoices

At Tripepi Smith, we bill on either a Retainer, Fixed Bid or Time & Materials basis, with each billing type following its own payment schedule: Fixed Bid work is billed upon defined milestones. Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done. Retainer work is billed on the 15th of each month.

Regardless of billing type, terms are Net 30 days.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

Other Costs

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

Travel Costs

Our team will seek client authorization and reimbursement for travel necessary to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, Tripepi Smith invoices for travel time at half the resource’s hourly rate.

Equipment Costs

Tripepi Smith applies the following equipment fees, as applicable, when providing video services. We will seek client authorization prior to assessing any such expenses. Equipment fees are not inclusive of operator (staff) time, which is billed on an hourly basis.

	Half Day (<u>Under</u> 4 Hours)	Full Day (4+ Hours)
Video Equipment	\$400	\$600
Drone Equipment	\$500 – Flat Fee	
MEVO Equipment	\$400 – Flat Fee	

Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal. If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

APPENDIX A: RESUMES

RYDER TODD SMITH

TRIPEPI SMITH – PRESIDENT

11/00 – PRESENT

- Provide communications advice, strategy and execution services to a range of small to mid-sized public and private sector clients spanning local government, real estate, finance, technology and healthcare verticals

MAVENT INC – SENIOR VICE PRESIDENT, OPERATIONS

5/05 – 11/09

- Responsible for quality assurance, technology operations and internal infrastructure organizations
- Built team of technology professionals to manage multi-site production environment at co-location facilities.
- Managed vendor relationships and reviewed all invoices
- Brought focus to key areas, including: system documentation, knowledge sharing with other employees, schedule management for finite resources and enhanced security
- Developed and managed the departmental budgets for three groups

MAVENT INC – VICE PRESIDENT, MARKETING

08/04 – 05/05

- Managed the Company's outside PR firm relationship, creative firm relationship, corporate website, ad campaigns, conference schedule, conference logistics and internal employee communications
- Developed and managed the marketing budget

MAVENT INC – VICE PRESIDENT, GOVERNMENT RELATIONS

02/03 – 08/04

- Monitored nationwide political activities that were pertinent to Mavent's interests
- Developed relationships with third-party interest groups that impacted the Company's product
- Participated in industry conferences and represented the Company at industry events

OLYMPIC STAFFING SERVICES – INFORMATION TECHNOLOGY MANAGER

01/98 – 11/00

- Managed and controlled all aspects of the technology environment at this five-location, 35-employee company

NORTHROP GRUMMAN CORPORATION – GOV'T REPRESENTATIVE

07/97 – 12/97

- Worked directly with the Director of State and Local Government Relations to research issues of concern to Northrop Grumman
- Developed agendas to target upcoming legislative issues
- Assisted in lobbying work and development of testimony

EDUCATION

CLAREMONT MCKENNA COLLEGE – CLAREMONT, CA

- Bachelor of Arts in Politics – Philosophy – Economics with Dual in Economics
 - Cum Laude Honors

SYDNI OVERLY

TRIPEPI SMITH – SENIOR BUSINESS ANALYST

12/22 – PRESENT

- Manage various project strategies and budgets
- Serve as project management lead for several clients and provide direction for staff to execute on deliverables
- Facilitate public meetings and workshops for clients
- Develop communication and outreach strategies that align with client initiatives
- Lead and support crisis communication strategies, including leadership harassment accusations and storm-related incidents

TRIPEPI SMITH – BUSINESS ANALYST

05/21 – 11/22

CITY OF GARDENA – ADMINISTRATIVE AIDE – EMERGENCY SERVICES COORDINATOR

04/19 – 05/21

- Managed the Emergency Management Program and served as the Emergency Operations Center Coordinator and Public Information Officer for COVID-19 and civil unrest
- Supported the Economic Development Manager in policy research and presentations, including cannabis regulations
- Wrote and edited public press releases, speeches and resolutions on behalf of the City Manager and elected officials

CITY OF GARDENA – RECREATION COORDINATOR

11/18 – 04/19

- Organized and managed City fundraisers and events for the Human Services Division
- Designed and implemented an internship program for the Human Services Division
- Donation management, community outreach and case management for the Emergency Food and Resource Program

CITY OF GARDENA – RECREATION LEADER II

06/18 – 11/18

- Operational analysis of recreation programs to modernize processes
- Planned and facilitated Citywide events

EDUCATION

- Bachelor of Arts in Sociology – Boston University – Boston, MA – Cum Laude
 - NFAA All-American Scholar Athlete
- Master of Public Administration – California State University, Long Beach – Long Beach, CA

CERTIFICATIONS

- Public Relations Society of America (PRSA) Crisis Communication Certificate Program 10/23
- Hootsuite Social Marketing 05/21
- Poynter ACES Certificate in Editing 08/20
- FEMA Professional Development Series (PDS) 09/19

SOFTWARE

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Canva• Google Suite | <ul style="list-style-type: none">• Microsoft Office• WordPress | <ul style="list-style-type: none">• Hootsuite and Sprout Social• CivicPlus |
|--|--|---|

MELANIE MOORE

TRIPEPI SMITH – BUSINESS ANALYST

08/21 – PRESENT

- Conduct market research to provide client insights
- Develop strategy to improve social media marketing efforts
- Write stories and press releases for the firm’s website and city clients

FINANCIAL ECONOMICS INSTITUTE – RESEARCH ANALYST

07/20 – 05/21

- Surveyed and compiled yearly numerical research into excel on the 150-hour rule
- Aggregated a database of existing literature and research
- Created in-depth statistical models and graphs in STATA and excel
- Wrote academic literature compiling findings

CORALTREE HOSPITALITY GROUP – MARKETING INTERN

07/20 – 08/20

- Sourced digital media to rebrand the CoralTree website
- Curate photographic and written content for CoralTree’s portfolio websites
- Created a pitch deck repository as a reference guide for future investment pitches
- Conscripted COVID-19 safety emails and messaging for hotels

EXOUS INC. – MARKETING RESEARCH ANALYST

06/19 – 08/19

- Compiled customer feedback from in-store retailers to assess customer satisfaction
- Analyzed weekly sales reports of Bay Area in-store retail distribution channels
- Formulated suggestions to improve store compliance and sales strategies
- Tracked weekly service installation reports to increase monthly customer retention

EDUCATION

- Bachelor of Arts in Economics – Claremont McKenna College – Claremont, CA
 - Scholar Athlete Recipient

CERTIFICATIONS

- Sprout Social 02/22
- Hootsuite Social Marketing 08/21

SOFTWARE

- | | | |
|--|---|--|
| <ul style="list-style-type: none">• Python, Stata, R• Mailchimp• CivicLive | <ul style="list-style-type: none">• Microsoft Office• WordPress• Constant Contact | <ul style="list-style-type: none">• Google Suite• Hootsuite• Canva |
|--|---|--|

AVI VEMURI

TRIPEPI SMITH – JUNIOR BUSINESS ANALYST

01/24 – PRESENT

- Conduct market research to provide client insights
- Manage social media and respond to public questions
- Write stories and press releases for the firm’s website and city clients

MARIN TENNIS ACADEMY – SENIOR TENNIS COACH

06/23 – 01/24

- Conducted private, semi-private and group lessons for junior players ranging from ages 4-18, and skill levels ranging from beginner to nationally ranked

THE HILL SCHOOL – COMPUTER SCIENCE TEACHER

08/19 – 05/23

- Taught four levels of high school Computer Science
- Received 2021 George L. Slade prize for teaching excellence in the STEM fields
- Directed complete curriculum overhaul to better serve student needs and department initiatives

THE HILL SCHOOL – HEAD BOYS’ AND GIRLS’ TENNIS COACH

08/19 – 05/23

- Led boys’ team to 2021 Mid-Atlantic Prep League Championship, first in program history
- Led two boys (2021,2023) and one girl (2022) to league singles championships
- Directed program operations across for Varsity, JV, and Thirds teams

FARMERS INSURANCE – IT PROJECT MANAGEMENT INTERN

06/18 – 08/18

- Worked under Managing Director, Digital Modernization PMO, to oversee 250+ integrations of multi-million-dollar Guidewire Policy Center

GROWTH MARKETING MANAGER – ENVOYNOW

09/15-01/16

- Oversaw recruiting of over 40 employees from across Claremont Colleges
- Directed marketing operations that included a combination of campus events, social media marketing, and traditional marketing channels

EDUCATION

- Bachelor of Arts, Economics, sequence in Computer Science – Claremont McKenna College

CERTIFICATIONS

- Hootsuite Social Marketing 01/24
- Sprout Social 01/24

SOFTWARE

- | | | |
|--|---|---|
| <ul style="list-style-type: none">• Microsoft Office Suite• Python, Java, C | <ul style="list-style-type: none">• Google Suite• SQL, Tableau | <ul style="list-style-type: none">• Canva• Stata |
|--|---|---|

**MEMORANDUM OF INTERLOCAL AGREEMENT FOR OPERATION AND
MAINTENANCE OF SKAMANIA COUNTY COURTHOUSE PLAZA AND FOR
IMMEDIATE POSSESSION OF COURTHOUSE LAWN**

This MEMORANDUM OF AGREEMENT FOR OPERATION AND MAINTENANCE OF The SKAMANIA COUNTY COURTHOUSE PLAZA (this "MOA"), is made and entered into this 13th day of December, 2022, by and between SKAMANIA COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF STEVENSON, a Washington municipal corporation (the "City").

RECITALS

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

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

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

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

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

F. The City and County also recognize that in order to apply for grants and other funding, the City must have the right to possess the real property associated with the Plaza Project. The City and County intend this agreement to also constitute a lease of the Courthouse Lawn property to the City for the term set forth in section 2, below.

MEMORANDUM OF AGREEMENT

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

1. Purpose of MOA.

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

2. Effective Date and Duration.

This MOA shall take effect immediately upon the signature of both parties (the "Effective Date"), but the City's obligation to operate and maintain the Plaza will begin upon completion of the construction of the Plaza. This MOA shall remain in effect for thirty-five (35) years from the effective date, or for such length of time as is required by any grant funding used to complete the project, whichever is longer. PROVIDED, HOWEVER, the term of this MOA may be extended or renewed as agreed to by the County and City in writing on such terms as are negotiated at the time of extension or renewal.

County and City recognize this MOA regarding possession, operation and maintenance obligations is a necessary part of any cooperative effort to secure funding for and for construction of the Plaza. This MOA does not control the relationship of County and City prior to final construction of the Plaza, except as specifically recognized in the MOA. County and City relationships related to cooperative funding and/or construction will be controlled by future agreements or contracts duly executed by the parties and negotiated in good faith.

Nothing in this agreement requires County to take any responsibility for the construction of the Plaza. City and County recognize that County agrees to assist City, but any burden of construction is the responsibility of City or shall otherwise be allocated in future agreements.

3. Administrators.

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

<u>County’s Initial Administrator:</u>	<u>City’s Initial Administrator:</u>
Skamania County Public Works Director or Engineer 170 Vancouver Avenue Stevenson, Washington 98648 (509) 427-3910 phone	Leana Kinley City of Stevenson City Administrator 7121 E. Loop Road Stevenson, WA 98648 (509)427-5970 phone leana@ci.stevenson.wa.us

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

4. Agreement of the City

4.1 Maintenance. The City shall maintain in good working order and make any needed repairs to the existing and any future facilities on the Plaza during the term of this MOA. The Plaza shall at all times be maintained such that it is esthetically pleasing, and any damage or significant wear and tear will be fixed or refurbished without unreasonable delay.

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

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

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

4.5 Signage. The City shall maintain, at its sole cost and expense, informational signs located at the Courthouse Plaza which recognizes the County and the City as partners in the development and operation of the Plaza and which provides contact information for the City as sole operator of the Plaza. Suggested language could include language such as: “This Plaza Developed in cooperation with Skamania County.” Any grant required funding signs should be maintained by the City at the Plaza. (Also see Section 1, above, regarding naming/branding.)

4.6 Enforcement. The Plaza is subject to Revised Code Washington, the City of Stevenson Municipal Code, and all other rules and regulations adopted by the State, City or County. The City shall, at its sole cost and expense, enforce the Revised Code of Washington, the Municipal Code of Stevenson, and any applicable Skamania County Code, rules and regulations within the Plaza, and monitor the Plaza for appropriate use. The City of Stevenson shall adopt an appropriate municipal ordinance that shall ensure that the Plaza will not be used for sleeping or camping.

4.7 Operation as Public Park Plaza. The City intends to operate the Plaza as a public park or Plaza and for such ancillary uses or purposes as are commonly associated with a public park or Plaza and for no other purpose or use whatsoever without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. The County may enter the Plaza at any time for purposes of inspecting and ensuring the Plaza usage is consistent with the intentions expressed in this MOA.

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

4.9 Usage Fees and Licensing. The City may issue licenses to third parties and collect fees therefrom for all activities in the Plaza, subject to: (a) any grant requirements and any other restrictions placed on or associated with the Plaza through this MOA. The authority for granting and/or conveying all other easements, or other grant or conveyance of real property interest shall remain with the County. Any and all fees collected by the City pursuant to this Section should only be expended on Plaza operations, maintenance, repairs and improvements unless otherwise agreed by County.

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

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

4.11 Default and/or Restoration Contingency. In addition to any actual damages, the City agrees that if at any time they should default on this MOA during its term or voluntarily fails to renew the agreement at its expiration (see Section 7.6 below) City will be obligated to County for County's actual cost required to maintain Plaza in addition to the cost required to return Plaza to

its original condition as a Courthouse Lawn. Furthermore, the City agrees that if it should default on its obligations and the County is required to perform the City obligations in this MOA, City will reimburse County for all costs incurred in performing City obligations plus a 20% administrative fee for the duration of this MOA's 35 year term or for any period for which the Plaza property is required to be used as a park under any grant or financing agreements entered into by City or County in the development of the Plaza.

5. Joint Responsibilities.

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

6. Possession of Courthouse Lawn prior to construction of Plaza.

The City shall have the right to possess the Courthouse Lawn (Exhibit A) upon the signing of this agreement. Such possession shall establish City as lessee of the property, with the right to apply for grants, make any study or survey as needed for development of design or construction plans, compliance with any local, state or federal regulations, or any other act necessary to facilitate the efficient construction of the Plaza in partnership with the County. However, the City shall at all times give notice to County of any planned work or construction done on the Courthouse Lawn. City shall not in any case begin any construction activity on the Courthouse Lawn that involves removal of any concrete fixtures, plants, trees, foliage, or the moving or removal of any grass, dirt or other existing material without first entering into a separate MOA with the County related to the responsibilities, timing, expense and schedule of construction, which the County will negotiate in good faith. The County will continue to maintain the Courthouse Lawn in the manner it is now performing, and historically has performed, such maintenance until such time as a new MOA related to construction of Plaza is negotiated and signed by City and County. City agrees to indemnify and hold County harmless, under similar terms as in Section 9 below, for any work or activity performed by City on Courthouse Lawn pursuant to this Section.

7. Alterations and Improvements.

7.1 No Conversion. The City should not make additions, changes, alterations, or improvements to the Plaza including but not limited to any electrical, mechanical, utilities, and other systems and facilities serving the Plaza existing at the effective date of this MOA or in the future (collectively, the "Alterations") inconsistent with this MOA's conditions and restrictions, or grant contracts associated with the Plaza. Any known conditions and restrictions or grant contracts are attached collectively as Exhibit B and incorporated herein by this reference.

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

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

7.5 Disposition of Alterations at Termination. This agreement does not intend to create a separate legal entity. Upon the expiration or earlier termination of this MOA, all fixed Alterations should remain in and be surrendered within the Plaza as a part thereof, unless, with respect to any Alteration, the County specifies in its consent such Alteration must be removed prior to surrender, in which case the City intends, prior to surrender, to remove the identified Alteration and repair any damage, to the extent economically feasible, to the Plaza caused by such removal.

7.6 Renewal and Disposition of Property upon Termination of Agreement. Upon expiration of this MOA, the MOA will automatically renew for an additional 30-year term, unless County notifies City at least twenty-four (24) months in advance of their intent not to renew the MOA. If County notifies City of its intent not to renew this MOA, upon termination of the MOA the County shall be responsible for all operations and maintenance of the Plaza, and City will have no further maintenance obligations under this MOA. Any funds City holds in reserve fund for maintenance of Plaza at the time of termination of the MOA shall remain the property of City, unless County agrees to continue the use of Project as a Plaza, in which case any reserve funds shall be available for capital improvements of the Plaza by County as described in Section 4.10 above. If County plans to discontinue use of Project as a Plaza and sell or lease property to a third party, City shall have the right to retain any reserve funds. If County chooses to discontinue use of property as a Plaza and sells the Plaza real property to third party, County shall reimburse City for any City general fund contributions made by City in actual construction of the Plaza (not to include lodging tax funds expended or any funds expended in maintenance of the Plaza, after construction). So long as the Plaza property remains in public ownership, County will not be required to repay City for any City funds used in Plaza Project construction. The purpose of this MOA is for City to have the obligation to maintain the Plaza indefinitely. There is no provision

for City to terminate MOA after construction of Plaza without incurring liabilities under Section 4.11.

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

8. Independent Contractor.

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

9. Indemnification/Hold Harmless.

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

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

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

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

11. Condition of Plaza.

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

12. Insurance.

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

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

- (a) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$4,000,000 aggregate limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (c) Workers' Compensation: Statutory requirements.

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

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

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

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

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

13. Compliance with Laws.

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

14. Default and Remedies.

If either party defaults in its obligations under this MOA, the non-defaulting party shall have the right to seek specific performance by the defaulting party. An event of default shall occur only upon the obligated party's failure or refusal to perform a material term of this agreement after the party entitled to performance has given written notice to the obligated party of the breached term, and 30 days have elapsed after notice. City acknowledges the County has entered this MOA with the understanding the obligations for maintenance, operations, repair, etc. of the Plaza will be the sole responsibility of City, and any default in City's obligations resulting in maintenance, repair or operation costs being borne by the County shall result in those costs being payable by the City to County after written notice and demand.

15. Early Termination.

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

16. Dispute Resolution.

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

17. Financing.

Each party will finance their obligations in this MOA through general or restricted funds of each agency as law permits. No joint financing is contemplated.

18. Notices.

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

19. Nondiscrimination.

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

20. Entire Agreement; Amendments.

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


21. Conflicts between Attachments and Text.

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

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


COUNTY:

Skamania County, a political subdivision of the State of Washington


By 
Name: Richard Mahar
Title: Skamania County Board of County Commissioners, Chair

CITY:

City of Stevenson, a Washington municipal corporation

By 
Name: Scott Anderson
Title: Mayor, City of Stevenson

Approved as to Form:


Adam N. Kick, Skamania County Prosecuting Attorney

Approved as to Form:

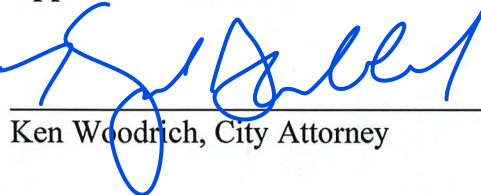
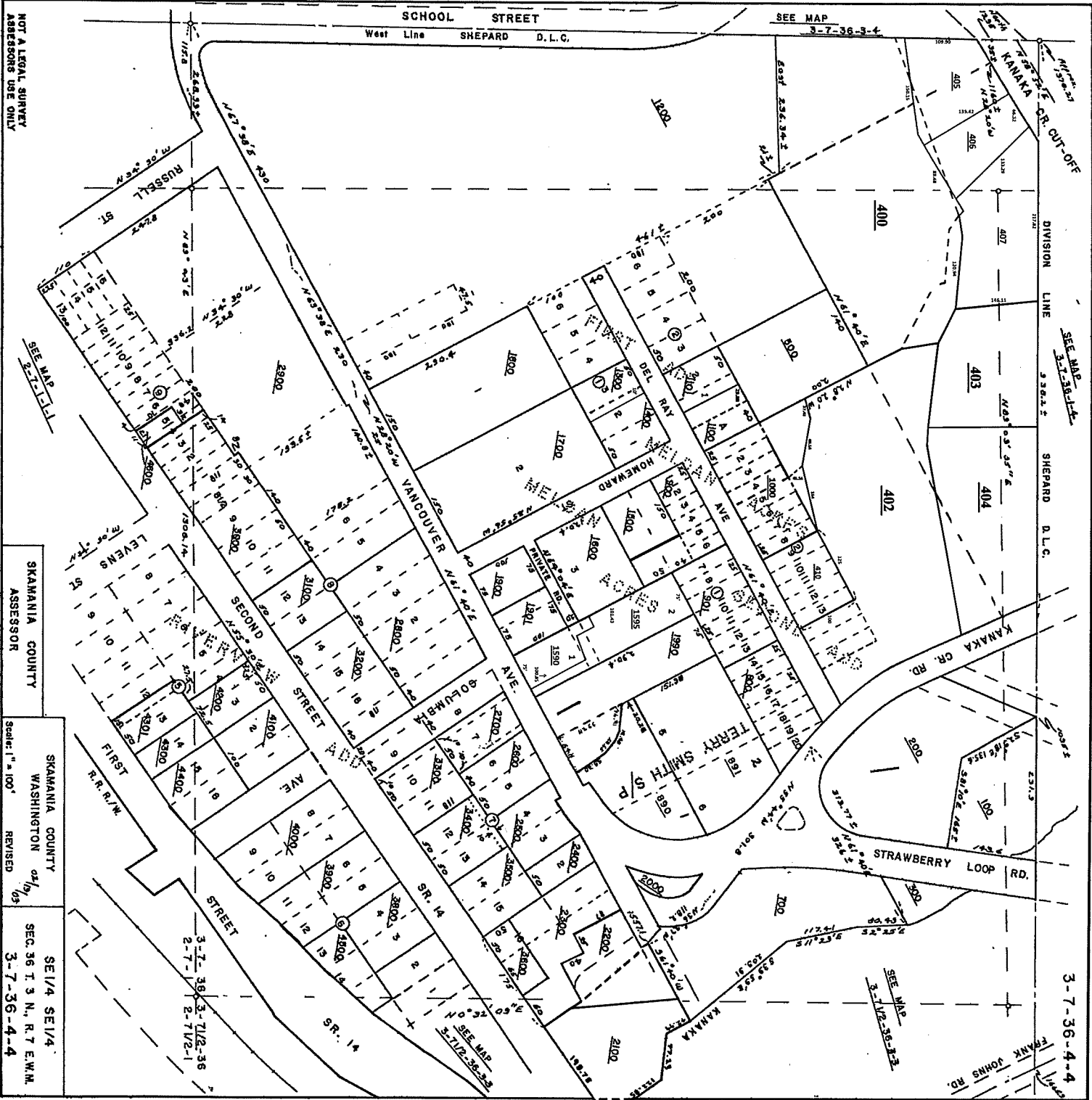

Ken Woodrich, City Attorney

Exhibit A
Legal Description of Plaza

Lots 6-16 of the Town of Stevenson and the west 4 feet of lot 5; together with the north 40 feet of said lot 5 and the west 7 feet, of the north 40 feet, of lot 4 all of which is in Block 9 of said plat of the Town of Stevenson. Recorded under Skamania County Auditor file number Book A page 11, Skamania County State of Washington.

This description will be supplemented and/or amended with a full legal description consistent with the results of a survey consistent with the requirements of any final plans for the Plaza and which will be included in this agreement prior to or contemporaneously with an agreement regarding construction of the Plaza.



NOT A LEGAL SURVEY
ASSESSORS USE ONLY

SKAMANIA COUNTY
ASSESSOR

SKAMANIA COUNTY
WASHINGTON 02/19/03
REVISED
SE 1/4 SE 1/4
SEC. 36 T. 3 N., R. 7 E. W.M.
3-7-36-4-4

Dated this 13th day of December 2022.

ATTEST:



Lisa Sackos
Lisa Sackos, Clerk of the Board

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Richard Mahar
Richard Mahar, Chairman

T.W. Lannen
T.W. Lannen, Commissioner

Robert Hamlin
Robert Hamlin, Commissioner

Approved as to form only:

Adam Kick
Adam Kick,
Skamania County Prosecuting Attorney

Aye 3
Nay 0
Abstain 0
Absent 0



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Leana Kinley, City Administrator
RE: City Administrator Search Update
Meeting Date: September 19, 2024

Executive Summary:

The council discussed the process for hiring the next City Administrator at their September 11th special meeting. Consensus was to look at separating out the roles of Clerk/Treasurer and City Administrator and to hire a consultant for the recruitment. Below is where the process is at and a timeline to hire.

Overview of Items:

Based on the discussion at the last meeting, the scope of work will include:

- reviewing the job description
- support for separating out the Clerk/Treasurer from the City Administrator roles
- recruiting services for the City Administrator

I have reached out to the following firms for proposals. Their websites are also listed if you want more information on what they provide.

- Raftelis (<https://www.raftelis.com/>)
- Peckham & McKenney (<https://www.peckhamandmckenney.com/>)
- GMP Consultants (<https://www.gmphr.com/>)
- Strategic Government Resources (SGR) (<https://www.governmentresource.com/>)
- Prothman (<https://www.prothman.com/>)
- Murphy, Symonds, & Stowell (<https://www.msssearch.com/>)
- Waldron (<https://waldronhr.com/>)
- MBD Staffing (<https://mbdstaffing.com/>)

The information I have received back is attached and once initial concern, without looking too much into it, was the salary scale was low. They will do more research and verify. I wanted to give you a heads-up in case that is something that needs to be looked and increased at as part of this process.

I have requested proposals be sent by next week for presentation at the September 26th meeting. After contracting with a consultant, the process to hire a City Administrator may take up to 3 months.

Action Needed:

None at this time.

FULL SERVICE RECRUITMENT



Effective July 2024

Our Full-Service Executive Recruitment is a Multi-Step Process in which SGR Partners with Your Organization and Facilitates Your Executive Search from Start to Finish.

FULL-SERVICE RECRUITMENT TYPICALLY TAKES ~12 WEEKS AFTER INITIAL STEPS AND MAY INCLUDE:

Initial Steps Prior to Posting Position *(may take 2-3 weeks)*

- Contract Execution
- Kickoff Meeting
- Organization/Position Insight and Analysis
- Stakeholder Interviews & Listening Sessions
- **Deliverable:** Draft Recruitment Brochure
- **Deliverable:** Recommended Ad Placements
- Organization Approves Ad Placements
- Search Committee Reviews and Approves Brochure

Recruitment Campaign *(4-5 weeks)*

- Post Position and Finalize Timeline
- Recruitment Campaign & Outreach to Prospective Applicants
- Initial Screening & Review by Executive Recruiter
- Search Committee Briefing to Review Applicant Pool and Begin Selection of Semifinalists

Evaluation of Semi-Finalists & Finalists *(2-3 weeks)*

- Questionnaires
- Recorded One-Way Semifinalist Interviews
- Media Searches (stage 1)
- **Deliverable:** Semi-Finalist Briefing Books via Electronic Link
- **Deliverable:** Recorded Online Interviews (if applicable)
- Search Committee Briefing to Select Finalists

Candidate Selection and Hiring Process *(4 weeks)*

- Comprehensive Media Searches (stage 2)
- Background Investigation Reports
- DiSC Management Assessments (if desired, supplemental cost)
- First-Year Plan or Other Advanced Exercise (if desired)
- **Deliverable:** Finalist Briefing Books via Electronic Link
- Face-to-Face Interviews
- Stakeholder Engagement (if desired)
- Deliberations
- Reference Checks
- Negotiations and Hiring Process

FEE ESTIMATE

Full-service recruitment costs may range from \$24,900 – \$29,000, depending on the position being recruited, ad placements, and other expenses.

CONTACT US

Recruitment@GovernmentResource.com

Main Office: 817-337-8581 | www.GovernmentResource.com



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City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Leana Kinley, City Administrator
RE: Utility Billing Issues
Meeting Date: September 19, 2024

Executive Summary:

The council adopted a revised utility fee schedule and corresponding ordinances in May with an effective date of the June utility billing cycle. There have been issues with implementation outlined below.

Overview of Items:

The council adopted a revised utility fee schedule and corresponding ordinances in May with an effective date of the June utility billing cycle. This included no longer allowing for snowbirds or dormant accounts, those who “disconnect” service and pay a fee of five months water base fee to “reconnect.” Another change was also no longer having construction water, which only billed water usage for buildings under construction and did not bill water or sewer base fees until the final certificate of occupancy was issued.

There is a classification set up for construction water users within the city’s utility billing software. The construction water accounts were notified of the change, corrected in June as per the adopted rates and were somehow missed in August (bills sent end of August). This was caught, the issue troubleshot with the financial software company, and the impacted customers have been notified.

In the city’s billing system, there was no classification set up for dormant accounts and these were missed with the implementation of the changes. This was identified in August when a customer came in to request their water be turned on. Staff reviewed all inactive accounts, which includes former renters or property owners, to identify which accounts were dormant. Some properties were also verified by Public Works as either being vacant homes or empty lots as some dwellings have been demolished and would not be billed. After these properties were identified, notices were mailed to the property owners along with an adjustment to the account for the missed billings.

There are 10 construction water customers and 5 dormant account customers that were impacted by these issues. The total amount for the June-August billings on the dormant accounts adds up to \$535.02 for water and \$1,729.50 for sewer.

The City is required to bill according to the fee schedule established by the council. Any waiving of fees, or discounting, outside of the approved rates for low-income, are considered a gifting of public funds and against the state constitution. Also, according to state law (RCW 4.16.040(2)), the city has an obligation to go back no more than six years to collect on any misbilled accounts. Unlike a private company where the waiving of these fees or discounts would come out of a company’s profit, the public funds come out of the pockets of other rate payers.

Action Needed: None

CITY OF STEVENSON
RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON
ADOPTING AN IMAGING AND DESTRUCTION OF PAPER RECORDS
(SCAN/TOSS) POLICY

Recitals

WHEREAS, the City of Stevenson wishes to ensure consistent application of the document retention requirements in Chapter 40.14 RCW, Chapters 434-662 and 434-663 WAC, and the Local Records Committee’s retention schedules for local governments; and

WHEREAS, the Washington State Archives Division of the Office of the Secretary of State has published guidance on destruction of non-archival paper records after imaging, also known as “scanning and tossing”; and

WHEREAS, the City of Stevenson wishes to take implement this guidance in the form of a formal policy in order to ensure compliance with applicable records retention requirements; and

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

Section 1. Adoption of Procurement Policies and Procedures. The City of Stevenson Imaging and Destruction of Paper Records (Scan/Toss) Policy is adopted in its entirety attached as Exhibit A.

Section 2. Effective Date. The City of Stevenson Imaging and Destruction of Paper Records (Scan/Toss) Policy will be effective **Month Day Year**.

ADOPTED by the Council of the City of Stevenson this **XX day of XXX, 2024**.

Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:

Clerk of the City of Stevenson

Robert Muth
City Attorney

CITY OF STEVENSON
Imaging and Destruction of Paper Records (Scan/Toss) Policy

1.0 GENERAL

1.1 This policy outlines the minimum requirements the City must meet in order to lawfully destroy paper-based source records after they have been converted to a digital format by imaging (scanning).

1.2 TABLE OF CONENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENT/DIVISIONS AFFECTED

This policy and procedure shall apply to all City divisions and departments.

3.0 REFERENCES

Washington State Records Retention Schedules;
Chapter 40.14 RCW *Preservation and Destruction of Public Records*;
Chapters 434-662 WAC *Preservation of Electronic Records*; and
Chapter 434-663 WAC *Imaging Systems, Standards for Accuracy and Durability*.

4.0 DEFINITIONS

4.1 “Archival records” are those public records of state and local government agencies which are determined by the state archivist as having continuous historical value and must be permanently preserved and have been or may be transferred to the custody of the State division of archives after their approved retention has been met.

4.2 “Lossless compression” recreates a compressed file as an identical match to its original form. All lossless compression uses techniques to break up a file into smaller segments, for storage or transmission, that get reassembled later.

4.3 “Lossy compression” is a technique that does not decompress data back to one hundred percent (100%) of the original. Lossy methods provide high degrees of compression and result in smaller compressed files, but there is a certain amount of visual loss when restored.

CITY OF STEVENSON
Imaging and Destruction of Paper Records (Scan/Toss) Policy

5.0 POLICY

It is the policy of the City of Stevenson to comply with state requirements when destroying paper-based source records after they have been converted to a digital format by imaging (scanning).

6.0 PROCEDURE

6.1 “Scan and Toss” Checklist

6.1.1 Departments shall complete the Minimum Requirements to the “Scan and Toss” Checklist in conjunction with the Information Technology (IT) Department and submit the checklist to the City Clerk or designee. The checklist shall be signed by the City Clerk or designee.

6.1.2 The Checklist shall be approved by the City Clerk or designee prior to the scanning of paper records.

6.2 The disposition authority number (DAN) for paper records that have been scanned and then are to be destroyed is: GS50-09-14.

6.3 Records Eligible for “Scanning and Tossing”

6.3.1 Eligible records **MUST** be Non-Archival and covered by a current approved records retention schedule.

6.3.2 The City shall use only records retention schedules approved for its use by the Local Records Committee in accordance with RCW 40.14.070. Current approved records retention schedules for local government agencies are available on Washington State Archives’ website at www.sos.wa.gov/archives.

6.3.3 *Archival records **MUST NOT** be destroyed.*

a. The City may scan Archival records in accordance with state requirements and this policy.

b. However, after imaging is completed and verified, the department shall request that the City Clerk or designee arrange for appraisal and/or transfer of both the paper and the images to Washington State Archives for preservation.

6.4 Scanning Requirements

CITY OF STEVENSON

Imaging and Destruction of Paper Records (Scan/Toss) Policy

6.4.1 Records **MUST** be scanned in a systematic and consistent fashion that ensures a complete and accurate copy of the source record.

6.4.2 IT Requirements

The City shall develop written quality control procedures and work instructions to ensure a consistent capture of complete and accurate copies of original records; and train all staff with scanning responsibilities to ensure that they are familiar with these requirements and procedures. Per Washington State Archives – Agencies are not required to use any specific systems, applications, or scanners.

Examples of specific quality control procedures may include:

- Enhancements or other manipulations of the scanned images (such as de-skew, de-speckle, etc.) in order to improve the quality of the resulting image.
- Routine use of scanning targets to verify configuration settings.
- Visual comparisons and inspections of each imaged record and source document, or of selected images and source documents.
- Regular calibration and testing of systems and scanners.
- Periodic checks that the indexing/metadata is accurate and appropriate.
- In instances where the source document cannot be captured completely and accurately, the image should be labeled or tagged as “best scan possible”.

If vendors are doing the imaging: vendors are to comply with the same requirements as above and be approved by the IT Department.

6.5 Formatting Requirements

6.5.1 There are some differences between the most commonly used formats. Formats are subject to changes and updates, and newer versions may not always be backwards compatible or be suitable for long-term preservation.

6.5.2 For shorter-term retention (fewer than six (6) years total), either a lossless or lossy image format may be used. Acceptable file formats include:

- TIFF;
- PNG;
- PDF;
- PDF/A;
- JPEG; and
- JPEG 2000

CITY OF STEVENSON

Imaging and Destruction of Paper Records (Scan/Toss) Policy

6.5.3 Long-term records (more than six (6) years total retention) require lossless image formats in order to ensure preservation. The current recommended formats are:

- TIFF (Group 4 for Black & White (bitonal) images; Group 5 for Grayscale and color images);
- PNG;
- For Archival images transferring to Washington State Digital Archives, the recommended format is TIFF (Group 4 or Group 5 for scanned images); and
- If a department chooses to use data compression to save space, a lossless compression method **MUST** be used for long-term records.

Image Density (Resolution) Table (Chapter 434-663 WAC) OUTPUT	DENSITY
Black & White (Bitonal) (fonts no smaller than 6-point)	Minimum of 200 DPI Recommended 300 DPI
Black & White (Bitonal) (maps, engineering drawings, and other documents containing fonts smaller than 6-point, fine detail, or poor contrast)	Minimum of 300 DPI Recommended 300 DPI
Grayscale 8-bit	Minimum of 200 DPI Recommended 300 DPI
Color 24-bit RGB	Minimum of 150 DPI Recommended 300 DPI

6.6 Requirements for Organizing, Indexing, and Metadata

6.6.1 Indexing is a way to attach metadata that facilitates access, retrieval, and management of information. Developing a consistent structure is key to managing and maintaining images.

6.6.2 Each department should develop consistent naming conventions and file/directory structures to facilitate organization, identification, access, and retrieval for users.

6.6.3 Each department should capture appropriate business and recordkeeping metadata (such as type of record, Disposition Authority Number (DAN), destruction date, etc.)

6.7 Requirements for Managing, Storing and Retaining Images

6.7.1 Images **MUST** be stored, maintained and accessible for the entire length of

CITY OF STEVENSON

Imaging and Destruction of Paper Records (Scan/Toss) Policy

the required retention period. Departments need to factor in not only the retention period (e.g., six (6) years), but also the trigger or the cut-off that starts the retention clock. For example, a record with a minimum retention of “six years after life of building” would likely need to be retained for much longer than just six years.

- 6.7.2 Departments **MUST** retain legal custody of the imaged records even if outside providers are used to store/host the imaged records.
 - a. Contracts/agreements with outside providers shall require that legal custody of the records remains with the City and that all imaged records (including associated metadata) be returned to the City in a format accessible by the City, at the end of the contract/agreement.
 - b. Departments should undertake appropriate mitigation strategies to ensure that they can fully recover records (including associated metadata) which have not met their minimum retention period in the event of vendor failure.
- 6.7.3 Images records **MUST** be protected against alteration and/or deletion, damage, or loss throughout the entire retention period. Specific protective measures may include, but are not limited to:
 - a. Establishment of security protocols, and approved administrators and users.
 - b. Employment of system checks and error-checking utilities.
 - c. Implementation of back-ups and disaster preparedness measures.
 - d. Storage of a regular backup at least fifty (50) miles off-site to enable recovery and access to the imaged records in the event of a widespread disaster or emergency.
- 6.7.4 Imaged records **MUST** remain accessible for the minimum retention period. To address technology changes, departments are to either:
 - a. Maintain the ability to retrieve and view imaged records in systems and file formats that the City is currently using; or,
 - b. Migrate or export the record images (including associated metadata) to succeeding systems and file formats throughout their required retention periods.
- 6.7.5 It is recommended that departments use a records management application Which has been certified as DoD 5015.2 compliant for the ongoing storage and management of the imaged records.

CITY OF STEVENSON

Imaging and Destruction of Paper Records (Scan/Toss) Policy

- a. A link to a list of DoD 5015.2-certified products is available at <http://jite.fhu.disa.mil/cgi/rma>
- b. For Non-Archival records with a required retention of “permanent” or “Life of the Agency”, it is strongly recommended that the department create state standard-compliant thirty-five (35) millimeter security microfilm from the digital scans and transfer it to Washington State Archives’ Security Microfilm vault in Olympia. This microfilm will be inspected for compliance and stored as a disaster backup at no cost.

6.8 Destruction Requirements

- 6.8.1 Imaged records are to be destroyed only after the minimum required retention as specified by the approved records retention schedule currently in effect.
- 6.8.2 Records MUST NOT be destroyed when required for:
 - a. Existing public records requests in accordance with chapter 42.56 RCW; or
 - b. Ongoing or reasonably anticipated litigation; or
 - c. Other legal requirements, federal statutes, grant agreements, etc.; or
 - d. Archival transfer.
- 6.8.3 If changes to the records retention schedules have occurred between the digitizing of the record and their planned destruction, and those changes have altered the minimum retention period (or the Archival designation) of the imaged records, departments must follow the current approved records retention schedule.
- 6.8.4 Departments should follow defensible disposition practices for the destruction of imaged records. This includes following a regular and systematic schedule for destruction processes. These practices should be consistent with the City’s procedures for the lawful destruction of public records in other formats.
- 6.8.5 Departments shall document the destruction of both paper and scanned records.
 - a. Documenting the destruction of public records, *including scanned images*, provides departments with evidence to prove that they retained their records for at least the minimum retention periods.
 - b. Departments shall document that the paper was converted and destroyed lawfully under the appropriate disposition authority, and that the images are also destroyed lawfully once the retention requirements have been met.

CITY OF STEVENSON
Imaging and Destruction of Paper Records (Scan/Toss) Policy

6.9 Archival Paper Records Disposition After Imaging.

6.9.1 Archival v. Non-Archival Determination

The records retention schedules indicate which types of records have been Designated as Archival and which have not. Copies of the current approved records Retention schedules are available from Washington State Archives' website: (www.sos.wa.gov/archives).

6.9.2 Do NOT destroy Archival paper records after scanning.

- a. Departments can image paper records which have been designated as Archival (including Potentially Archival).
- b. However, departments MUST NOT destroy these paper records after scanning, even if the department is following the state law "scanning" requirements and this policy.

6.9.3 Transferring Archival Paper Records to Washington State Archives.

- a. If departments are scanning Archival paper records, they must notify the City Clerk or designee who will contact the Washington State Archives and will arrange to appraise the paper records and possibly transfer the paper records to the State collection.
- b. Do not simply send archival records to the State Archives without notifying the City Clerk or designee first and coordinating the possible transfer.

6.9.4 Transferring the Digitized Records to Washington State Archives.

- a. As part of the appraisal process, Washington State Archives will also discuss with departments the possibility of transferring copies of the imaged records as well.
- b. Having the imaged copies not only facilitates easier access to the records, it also helps preserve the original paper records which will no longer need to be handled as often by the State Archives.

6.9.5 Additional advice regarding the management of public records is available from:

Washington State Archives
www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov

7.0 RESPONSIBILITIES

The City Clerk or designee shall administer this policy.

City of Stevenson Scan & Toss Checklist/Approval Form

Department: _____ Date: _____

Contact Name: _____ Phone No. _____

Disposition Authority No. (DAN)	Records Series Title	Date Range of Records Requested for Destruction

1. ARE THEY ELIGIBLE?
___ Only "NON-ARCHIVAL" records are eligible for early destruction after scanning.
2. ARE THE RECORDS BEING SCANNED TO ENSURE A COMPLETE AND ACCURATE COPY?
___ Quality control procedures implemented to ensure capture of complete and accurate copies
___ Short-term records (6 years or fewer) imaged with an acceptable file format such as PDF, PDF/A, JPEG or TIFF.
___ Long-term records (longer than 6 years) imaged with an acceptable lossless file format such as TIFF or PNG
___ Black & White (bitonal) documents containing fonts no smaller than 6-point and grayscale records scanned with a resolution of at least 200 dpi.
___ Black & White (bitonal) maps, engineering drawings, and other bitonal documents containing fonts smaller than 6-point, fine detail, or poor contrast, scanned with a resolution of at least 300 dpi.
___ Color records scanned with a resolution of at least 150 dpi. (300 dpi recommended).
3. ARE IMAGES ACCESSIBLE AND PROTECTED FOR THE ENTIRE REQUIRED RETENTION PERIOD?
___ Appropriate steps taken to protect images from deletion, alteration, or other damage/loss.
___ Appropriate planning and strategies implemented for migration and technology changes
___ Appropriate index methodology to search documents.

Approvals:

 City Clerk/Designee Date: _____



City of Stevenson

Leana Kinley, City Administrator

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Leana Kinley, City Administrator
RE: Building Permit Fees and CloudPermit
Meeting Date: September 19, 2024

Executive Summary:

The council adopted a fee schedule for building permits which differs from Skamania County. The County keeps all the revenue from the permit fees and the city is not billed for the inspector's services. The auditors are reviewing the matter to determine what changes may be needed to get the agencies into compliance.

Overview of Items:

The City and County signed an interlocal agreement in 2020 for the county to provide Building Inspection services. The agreement has the county receiving the payment for building permits according to the city's fee schedule. The city and the county's permit fee schedules don't align and in discussions with the former county Public Works Director Tim Elsea, it was agreed to keep the city's fees where they were at, and the county would slowly increase their fees over time to match. The county recently increased their fees, however they still do not match the city's fee schedule.

During the current county audit, the implementation of CloudPermit is under review and this billing discrepancy was identified. The full scope of the matter is still being determined. Preliminary discussions with the county have a couple of possible options. The first is to lower the city's fees to match the county. The second is to keep the city's fees where they are at and update the fees in CloudPermit. The difficulty in updating the CloudPermit fees is unknown.

The fee schedules for both agencies are attached.

Action Needed:

None at this time.

BUILDING DIVISION FEE SCHEDULE

Residential and Commercial Building Permit Fees are determined by the building value or value of the improvement as calculated by either using the square footage of the project multiplied by the square foot construction cost, as compiled by the International Code Council (ICC) and published by the Building Safety Journal magazine annually, or the value of the improvement. Skamania County Building will be guided by the "February 2020 ICC Building Valuation Data". For improvements not covered in the ICC table, applicants may be asked to provide the valuation for those projects (i.e., interior remodel, solar panels, etc).

The plan review fee will be 65% of the established permit fee as calculated in the valuation table below, and is in addition to the permit fee

Valuation Table	
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$543.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and greater	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00 or fraction thereof.

Building Vauation Data - February 2020 square foot construction Costs									
Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	247.86	239.47	233.25	223.81	210.17	204.10	216.62	195.46	188.40
A-1 Assembly, theaters, without stage	227.10	218.71	212.49	203.05	189.41	183.34	195.86	174.70	167.65
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	229.69	221.30	215.08	205.64	192.37	187.27	198.45	177.66	170.60
A-3 Assembly, general, community halls, libraries, museums	192.20	183.81	176.59	168.15	153.51	148.44	160.96	138.80	132.75
A-4 Assembly, arenas	226.10	217.71	210.49	202.05	187.41	182.34	194.86	172.70	166.65
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
E Educational	209.90	202.64	196.82	188.34	175.49	166.60	181.86	153.45	148.75
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	335.53	328.23	321.81	312.65	296.45	N.P.	305.67	276.99	N.P.
I-2 Institutional, nursing homes	233.12	225.82	219.40	210.24	195.51	N.P.	203.26	176.05	N.P.
I-3 Institutional, restrained	227.71	220.41	213.99	204.83	190.84	183.78	197.85	171.37	163.02
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$22.45 per sq. ft.

BUILDING DIVISION FEE SCHEDULE

Plumbing Permits	Fee
Base Fee	\$20.00
Water Closet (toilet)	\$7.00
Bathtub	\$7.00
Lavatory (wash basin)	\$7.00
Shower	\$7.00
Kitchen sink & disposal	\$7.00
Dishwasher	\$7.00
Laundry Tray	\$7.00
Clothes Washer	\$7.00
Water Heater	\$7.00
Water Piping & Treating Equipment	\$7.00
Floor-sink or Drain	\$7.00
Slop Sink	\$7.00
Waste Interceptor	\$7.00
Urinal	\$7.00
Drinking Fountain	\$7.00
Lawn sprinkler system including backflow device	\$7.00
Vacuum breakers 1 to 5	\$5.00
Vacuum breakers over 5, each	\$1.00
Backflow protective devise 2i & smaller	\$7.00
Backflow protective devise over 2i	\$15.00
Gas Systems: No outlets	\$7.00
Mechanical Permits	Fee
Base Fee	\$22.00
Forced Air Furnace under 100,000 BTU	\$13.25
Forced Air Furnace over 100,000 BTU	\$16.25
In-floor Heat System	\$13.25
Wall Space Heater & Vent	\$13.25
Unit Heaters (Gas Furnace)	\$13.25
Heat Pump	\$13.25
Gravity Systems Heater under 100,000 BTU	\$13.15
Gravity Systems Heater over 100,000 BTU	\$24.25
Air Handling Unit up to 10K CFM	\$9.50
Air Handling Unit over 10K CFM	\$16.15
Range Hood	\$9.50
Clothes Dryers	\$9.50
Ventilation Fan	\$6.50
Solid Fuel Burning Appliance	\$22.00
Unclassified Appliance or Equipment (Gas Appliance)	\$9.50
Gas Piping (up to 4 outlets)	\$5.50
Gas Piping (5 or more)	\$1.00
Appliance Vent, Separate	\$9.50
Repair Heating, Cooling, Controls	\$12.25
Boiler/Compressor up to 3 HP or 100K BTU	\$13.15
Boiler/Compressor 3-15 HP or 100K - 500K BTU	\$24.25
Boiler/Compressor 15-30 HP or 500K - 1000K BTU	\$33.25
Boiler/Compressor 30-50 HP or 1000K - 1750K BTU	\$49.50
Boiler/Compressor over 50 HP or over 1750K BTU	\$82.75
Evaporative Cooler	\$9.50
Vent System Apart from Heating or A.C.	\$9.50
Mechanical Exhaust Hood & Duct	\$9.50
Industrial/Commercial Incinerator	\$66.50
Refrigeration Units	\$13.25

BUILDING DIVISION FEE SCHEDULE

Other Inspections and Fees	
Equipment Shed/Outdoor Storage Building	Square foot cost
Wood Frame	\$7.00
Pole Building	\$7.00
Steel Building	\$7.00
Masonry - with slab	\$7.00
Decks - Over 30" above grade	
Deck - uncovered	\$2.15
Deck - covered	\$10.85
Other	
Cover over existing deck or porch	\$7.00
Carport/RV Cover	\$13.90
Roofing Permits	\$75.00 for the first \$3,200 in value plus \$75.00 for each additional \$3,200 or fraction thereof.
Manufactured Home Placement	Based on valuation, using base price of MFH
Interior Residential Remodel	Based on valuation
Fences over 7 feet high	Based on valuation
Retaining walls over 4 feet high	Based on valuation
Solar Panels - Roof Mount only. <i>(Ground mount will not require a building permit)</i>	Based on valuation
WA State Building Code Fee - RCW 19.27.085	Residential: \$6.50 Commercial: \$25.00
Inspections done outside of normal business hours	\$75.00 per hour ¹ (minimum charge = two (2) hours)
Re-inspection fees assessed under provisions of Section 109	\$75.00 per hour ¹ (minimum charge = one (1) hour) (1st re-inspection = no charge, \$75.00 for each one thereafter)
Inspections for which no fee is specifically indicated	\$75.00 per hour ¹ (minimum charge = one (1) hour)
Additional plan review required by changes, additions, or revisions to plans	\$75.00 per hour ¹ (minimum charge = one (1) hour)
Any construction started without the benefit of a building permit	Double the normal permit fee together with all cost incurred for enforcement.
For use of outside consultants for plan checking, inspections, or both.	Actual Costs ²

¹ Or the total hourly cost to the jurisdiction, whichever is greater. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the

**CITY OF STEVENSON, WASHINGTON
RESOLUTION 2024 – 432**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEVENSON,
WASHINGTON ADOPTING A COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the City of Stevenson desires to adopt a comprehensive fee schedule consolidating all applicable fees into one referenceable location; and

WHEREAS, the Council has discussed at public hearings on January 18th, February 15th, March 21st, March 25th, and April 18th; and an analysis was completed to verify that any increases in monthly usage fees, monthly base fees, and connection and development fees are required to meet current and future water and sewer system demands; and

WHEREAS, the Council has discussed at a public hearing on May 16th all other city fees; and

WHEREAS by virtue of increased maintenance and operational costs and increased capital outlay, it is necessary to increase the City’s water and sewer connection charges, monthly usage fees, and monthly base fees; and

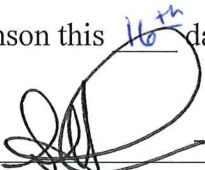
WHEREAS, connection fees are authorized under RCW 35.92.025 so that property owners connecting to the system will bear an equitable share of the cost of the entire system; and

WHEREAS, resolutions 2009-222, 2016-285, 2019-335, 2020-357, 2023-415 are hereby repealed in their entirety; and

WHEREAS, the adoption of ordinances 2019-1144 and 2024-1216 allows connection and monthly service fees to be adopted by resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stevenson hereby adopts the fee schedule in exhibit A and all resolutions and parts of resolutions in conflict herewith are hereby repealed.


PASSED by the Council of the City of Stevenson this 16th day of May, 2024.




Scott Anderson, Mayor of the City of Stevenson

ATTEST:

APPROVED AS TO FORM:



Leana Kinley, City Clerk



Robert C. Muth City Attorney

Building, Plumbing, Mechanical permit fees and charges (SMC 15.01.060)		
A.	Building Permits:	
	The determination of value or valuation under any of the provisions of this code shall be made by the Building Official. The Building Official shall use the square footage building valuation data standards set forth in the International Code Council's Building Safety Journal as updated to guide the establishment of valuation for a permit. A copy of said valuation standards shall be on file and available for public use and inspection at Stevenson City Hall.	
	Total Valuation	Fee
	\$1.00 to \$500.00	\$23.50
	\$501.00 to \$2,000	\$23.50 for the first \$500.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof, to and including \$2,000.00.
	\$2,001 to \$25,000	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
	\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including 50,000.00.
	\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.00.
	\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
	\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
	\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof.
	Plan Review Fees	65% of the building permit fee. Larger permits may require a portion or all of the plan review fee to be paid up front.
A1.	Roofing Permits: Fees will be \$75.00 for the first \$3,200 value plus \$75.00 for each additional \$3,200 or fraction thereof.	
A2.	Public Fireworks Display Permit (RCW 70.77.131)	\$90.00
A3.	Manufactured Homes: Fees for placement permits follow the schedule above except for the 65% fee for the plan review.	
A4.	"SAME AS" plans: The Building Official may waive a portion of the plan review fee if the same plan is submitted for more than one permit.	
A5.	Demolition Permits (Fees will be a flat assessment. Applies only to structures over 200 square feet)	\$150.00
A6.	Fire Suppression Systems. Fees for Fire Suppression or Prevention Systems will follow the schedule above (A).	

B.	<u>Mechanical Permit Fees:</u>	<u>Fee</u>
	Permit Issuance	
B1.	For the issuance of each mechanical permit.	\$23.50
B2.	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized.	\$10.70
	<u>Unit Fee Schedule</u>	
	(Note: The following do not include permit-issuing fee)	
B3.	Furnaces	
	For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance up to and including 100,000 btu/h (29.3 kW)	\$14.80
	For the installation or relocation of forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 btu/h (29.3 kW)	\$18.20
	For the installation or relocation of each floor furnace, including vent	\$14.80
	For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater.	\$14.80
B4.	Appliance Vents	
	For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit.	\$7.25
B5.	Repairs or Additions	
	For the repair of, the alternation of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$13.70
B6.	Boilers, Compressors and Absorption Systems	
	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW) or each absorption system to and including 100,000 Btu/h (29.3kW)	\$14.70
	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3kW) to and including 500,000 Btu/h (146.6kW)	\$27.15
	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (291.3 kW)	\$37.25
	For the installation or relocation of each boiler or compressor over 30 horsepower (105.7 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	\$55.47
	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW) or each absorption system over 1,750,000 Btu/h (512.9 kW).	\$92.65

B7.	Air Handlers	
	For each air handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto. Note: <i>This fee does not apply to an air-handling unit which is a portion of a factory- assembled appliance, cooling system, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.</i>	\$10.65
	For each air-handling unit over 10,000 cfm (4710 L/s)	\$18.10
B8.	Evaporative Coolers	
	For each evaporative cooler other than a portable type	\$10.65
B9.	Ventilation and Exhaust	
	For each ventilation fan connected to a single duct.	\$7.25
	For each ventilation system which is not a portion of any heating or air-condition system.	\$10.65
	For the install action of each hood which is served by a mechanical exhaust, including the ducts	\$10.65
B10.	Incinerators	
	For the installation or relocation of each domestic type incinerator	\$18.20
B11.	Solid Fuel Burning Appliance	
	For the installation or relocation of each domestic type Solid Fuel Burning Appliance	\$30.00
B12.	Miscellaneous	
	When applicable, permit fees for fuel gas piping shall be as follows:	
	For each gas piping system of one to four outlets	\$5.00
	For each gas piping system of five or more outlets, for each outlet	\$1.00
	When applicable, permit fees for process piping shall be as follows:	
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories or for which no other fee is listed in the table.	\$10.65

C.	Plumbing Permit Fees:	
	Permit Issuance	
C1.	For issuing each permit.	\$22.00
C2.	For issuing each supplemental permit	\$10.00
	Unit Fee Schedule	
	(Note: The following do not include permit-issuing fee)	
C3.	For each additional plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefore)	\$7.00
C4.	For each building sewer and each trailer park sewer	\$15.00
C5.	Rainwater systems - per drain (inside building)	\$7.00
C6.	For each private sewage disposal system (where permitted)	\$40.00
C7.	For each water heater and or vent	\$7.00
C8.	For each gas piping system of one to five outlets	\$5.00
C9.	For each additional gas piping system outlet, per outlet	\$1.00
C10.	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$7.00
C11.	For each installation, alteration or repair of water piping and/or water, each	\$7.00
C12.	For each repair or alteration of a drainage or vent piping, each fixture	\$7.00
C13.	For each lawn sprinkler system on any one meter including backflow protection devices therefore.	\$7.00
C14.	For atmospheric-type vacuum breakers no included in item 12: 1 to 5	\$5.00
	Over 5, each	\$1.00
C15.	For each back flow protective device other than atmospheric type vacuum breakers: 2 inch (51 mm) diameter and smaller	\$7.00
	Over 2 inch (51 mm) diameter	\$15.00
C16.	For each gray water system	\$40.00
C17.	For initial installation and testing of a reclaimed water system.	\$30.00
C18.	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$32.05
C19.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$53.40
C20.	For each additional medical gas inlet(s)/outlets(s)	\$5.35

D.	Grading Permits:	
	Permit Issuance	
	The grading permit applies to grading, excavation, and earthwork construction, including fills and embankments. The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.	

Table A-33-A - Grading Plan Review Fees

	50 cubic yards (38.2 m ³) or less	No Fee
	51 - 100 cubic yards (40 m ³ to 76.5m ³)	\$23.50
	101 to 1,000 cubic yards (76.6m ³ to 764.6m ³)	\$37.00
	1,001 to 10,000 cubic yards (764.7m ³ to 7645.5m ³)	\$49.25
	10,001 to 100,000 cubic yards (7,645.6m ³ to 76,455m ³)	49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 yards (7,645.5m ³) or fraction thereof.
	100,001 to 200,000 cubic yards (76,456m ³ to 152,911m ³)	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 yards (7,645.5m ³) or fraction thereof.
	200,001 cubic yards (152912m ³) or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards (7,645.5m ³) or fraction thereof.

Table A-33-A - Grading Permit Fees

	50 cubic yards (38.2 m ³) or less	\$23.50
	51 - 100 cubic yards (40 m ³ to 76.5m ³)	\$37.00
	101 to 1,000 cubic yards (77.2m ³ to 76,4.6m ³)	\$37.00 for the first 100 cubic yards (76.5m ³) plus \$17.50 for each additional 100 yards (76.5m ³) or fraction thereof.
	1,001 to 10,000 cubic yards (765.3m ³ to 7645.5m ³)	\$194.50 for the first 1,000 cubic yards plus \$14.50 for each additional 1,000 yards (764.6m ³) or fraction thereof.
	10,001 to 100,000 cubic yards (7646.3m ³ to 76455m ³)	\$325.00 for the first 10,000 cubic yards plus \$66.00 for each additional 10,000 yards (7645.5m ³) or fraction thereof.
	100,001 cubic yards (765.3m ³ to 7645.5m ³) or more	\$919.00 for the first 100,000 cubic yards (76455m ³) plus \$36.30 for each additional 10,000 yards (7645.5m ³) or fraction thereof.

E	Planning Department Review of Building Permit Application (includes inspections) (SMC 17.08.080)	
E1.	For new construction, remodels with a footprint alteration, all sign and grading permits.	\$75.00
F	Public Works Department Building Permit Fee (includes inspections)	
F1.	For new construction such as single and multi-family residences, accessory dwelling units, commercial, etc.	\$350.00
F2.	For minor permits such as re-roofing, signs, fences, sheds, etc.	\$100.00
F3.	Additional Inspections (may include Backflow Assembly, sewer connection, etc. outside of Public Works fees listed above)	\$50.00
G.	Other Building Department Inspections and Fees:	
G1.	Inspections outside of normal business hours (minimum charge - two hours)	\$75.00/hr
G2.	Re-Inspections	\$75.00/hr
G3.	Inspections for which no fee is specifically indicated (minimum charge - one (1) hour)	\$75.00/hr
G4.	Additional plan review required by changes, additions, or revisions to plans (minimum charge - one (1) hour)	\$75.00/hr
G5.	Any construction started without the benefit of a building permit.	Double the normal permit fee together with all cost incurred for enforcement
G6.	For use of outside consultants for plan checking and inspections, or both	Actual costs

Public Works Fees

H	Right of Way Use Permit Fees (SMC 12.02.080):	
H1.	Type A* —for more than fifteen minutes, not greater than 24 hours and does not involve the disturbance of ROW.	\$50.00
H2.	Type B -for work that will alter the appearance or disturb the ROW on a temporary or permanent basis. ***	\$100.00
	• Damage to City facilities under a type B permit	Actual cost
	• Pavement surface less than 10-years old	Fee**
H3.	Type C -for use of ROW for activities for extended periods of time.	\$150.00
H4.	Type D -for long term or permanent use of ROW by signed agreement between permittee and the City.	\$250.00

*Fees may be waived for block parties, races, parades, and other similar activities sponsored by nonprofit agencies and which further the goals and objectives of the City.

** Fee= multiplier based on age (<2 years=2, 2-3 years=1.5, 3<5 years=0.5, ≥5=0.25) * square feet of disturbance * cost per square feet based on current industry and market standards

***Franchised utilities which must apply for permits due to city sponsored construction projects may be granted a waiver by the Public Works Director.

	Right of Way Use Fines (SMC 12.02.220)	
H5.	Debris, hazards, obstruction, nuisance, damage or spilled load removal	Actual Costs

	Right of Way Violation Penalty (SMC 12.02.260)	
H6.	Use of Right of Way without a permit	Double the cost of the permit fee

I	Sewer Pretreatment Charges and Fees (SMC 13.08.961):	
I1.	Pretreatment Program Administration (FOG annually per user – on Preferred Pumper)	\$200.00
I2.	Pretreatment Program Administration (FOG annually per user – not on Preferred Pumper)	\$350.00
I3.	Pretreatment Program Administration (SIU annually per user)	\$450.00
I4.	Reinspection for Violations	\$50.00

	Grease, Oil, and Sand Trips/Interceptors Fines (SMC 13.08.270)	
I5.	First Violation	\$150.00
I6.	Second Violation	\$350.00
I7.	Third Violation	\$700.00
I8.	Fourth and Every Additional Violation	\$1,400.00

	Sewer and Pretreatment Administrative Fines (SMC 13.08.925 & 961)	
I9.	Administrative Fines	Actual Costs

Planning Fees

K	Annexation Fees:	
K1.	Election Method	\$900.00
K2.	Notice of Intent	\$600.00
K3.	Petition	\$300.00
K4.	Zoning (SMC 17.50.030)	\$300.00
L	Appeals: (SMC 17.08.080) To Board of Adjustment, Planning Commission, City Council	\$0.00
M	Boundary Line Adjustment: (SMC 16.01.030)	
M1.	Typical	\$300.00
M2.	Combination of Lots	\$100.00
N	Comprehensive Plan Revision: (SMC 17.11.040)	\$1,500.00
O	Conditional Use: (SMC 17.39.030)	\$600.00
P	Critical Areas Permit: (SMC 18.13.070)	
P1.	Expedited Review	\$75.00
P2.	Geologic Hazard Area	\$300.00
P3.	Habitat/Westland	\$600.00
P4.	Reasonable Use Allowance	\$750.00
Q	Land Use /Planning Department Review: (SMC 17.08.080) For new construction, remodels with a footprint alteration, all sign and grading permits.	\$75.00
R	Nonconforming Use Review (BOA): (SMC 17.08.080)	\$600.00
S	Ordinance Revisions: (SMC 17.08.080)	\$1,500.00
T	Parking: (SMC 17.08.080)	
T1.	Joint Use of Parking	\$600.00
T2.	Parking Interpretation	\$0.00
U	Planned Unit Development: (SMC 17.17.120)	\$1,500+\$1 per sq ft
V	Plat Amendment: (SMC 16.01.030)	\$1,500+\$1 per sq ft
W	Plat Vacation: (SMC 16.01.030)	\$900+\$1 per 60 sq ft
X	Reduction in City Boundaries:	\$1,000.00

Y	Shorelines Management Program: (SMC 18.08.120)	
Y1.	Statement of Exemption	\$50.00
Y2.	Minor Project Approval	\$300.00
Y3.	Shoreline Substantial Development	\$1,250.00
Y4.	Shoreline Conditional Use, Shoreline	\$1,500.00

Z	Short Plats: (SMC 16.01.030)	
Z1.	Short Plat	\$1,500+\$1 per 60 sq ft
Z2.	Variance	\$600.00

AA	State Environmental Policy Act (SEPA): (SMC 18.04.185)	
AA1.	Checklist	\$300.00
AA2.	Environmental Impact Statement (EIS)	\$1,500.00

AB	Subdivisions: (SMC 16.01.030)	
AB1.	Preliminary plat	\$1,500+\$1 per 60 sq ft
AB2.	Variance	\$600.00
AB3.	Final Plat	\$1,500

AC	Variance (SMC 17.08.080/SMC 2.15.110)	\$600.00
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AD	Zoning: (SMC 17.50.030)	
AD1.	Resolution of Intent	\$600.00
AD2.	Rezoning Request	\$1,500.00
AD3.	Zoning Interpretation	\$0.00
AD4.	Zoning Verification Letter	\$200.00

A-1: Planning and Public Works Fees—General.

- A. Purpose. Fees are based on costs to reimburse the public for staff time and resources expended in reviewing and processing permit applications. These fees do not include costs associated with outside consultant review of an application.
- B. Fees, Authorized. Application fees for the various reviews, applications and permits set forth in the Stevenson Municipal Code. No application shall be considered unless and until the fee has been paid to the City. Fees shall not be refundable except as provided in Section A-4. Any exemption or refund must be approved by the City Administrator, and any costs incurred by the city shall be deducted from fees paid prior to any exemption or refund.
- C. Payment of Fees. All fees provided shall be paid when due. Nonpayment of any fees when due shall result in a determination by the City that an application has been withdrawn or is incomplete, suspending or terminating review of the application.
- D. Multiple Permits and Applications. In the case of multiple permit applications, the applicant shall pay all applicable fees.

A-2: Other Charges and Fees.

- A. Outside Consultant Review Fees. When it is necessary to utilize the services of professional consultants (e.g., engineers, surveyors, hydrologists, biologists, or other specialists) to assist the City with its review of the applications identified herein, the costs for the outside consultant's reviews shall be the responsibility of the applicant. The fees for these services may be billed monthly to the applicant based on all actual costs for labor, overhead, material testing and expenses. A deposit for such costs may be required by the City.
- B. Hearing Examiner. For any appeal or proposal reviewed by the City of Stevenson Hearing Examiner, 50% of the costs for the Hearing Examiner will be the responsibility of the applicant. The costs for these services may be billed monthly to the applicant based at 50% of the actual invoice received by the City. A deposit for such costs may be required by the City.
- C. Recording Fees. The amount of the recording fees charged by Skamania County shall be the responsibility of the applicant.
- D. Election Fees. When it is necessary to hold an election associated with a request, the actual cost of such election shall be the responsibility of the applicant.
- E. All fees charged by the City under this section shall be paid prior to the approval of an application.

A-3: Application Fee Exemptions.

When approved by the City Administrator, the following may be exempt from the fees established herein:

- A. Applications submitted by nonprofit agencies for proposals which further goals and objectives of the City.
- B. Subdivision Preliminary Plat and Short Plat applications which have obtained approval as a Planned Unit Development.

A-4: Application Fee Refunds.

When approved by the City Administrator, refunds for fees paid as set forth herein shall be limited to the following:

- A. When no permit processing has been completed or costs have been incurred: 80%.
- B. When an application has been processed prior to issuance of a determination of completeness: 50%.
- C. After issuance of a determination of completeness: 0%.
- D. No refunds shall be made for publication of notice costs, outside consultant review fees, or other fees, charges set forth A-2.

A-5: Conflicts with the Municipal Code.

In the event of a conflict in any fees, charges, or provisions set forth herein and fees and charges or provisions found in the Stevenson Municipal Code, the fees, charges, requirements, procedures, and all provisions contained herein now, or as hereafter amended, shall prevail.

Utility Fees and Charges

Water System Fees and Charges (SMC 13.10.070)	
System Development Charges	
Meter Size	Fee
Residential <25 Fixture Units	\$8,223
¾"/Residential <55 Fixture Units	\$12,334
1"/Residential <130 Fixture Units	\$20,556
1.5"	\$41,113
2"	\$65,781
3"	\$123,339
4"	\$205,565
6"	\$411,130
Installation Costs	Time and Materials

Wastewater System Fees and Charges (SMC 13.10.080)	
System Development Charges	
Charge Type	Fee
Residential ERU < 1,500 SqFt	\$6,683
Residential ERU 1,500-2,599 SqFt	\$8,910
Residential ERU > 2,600 SqFt	\$11,607
Commercial Flow(gallon)	\$14.88
Commercial BOD (pound)	\$5,666
Residential single-family service inspection	\$100
All other service inspections	\$300

Connection fees for properties with demolished buildings previously connected to service may be the lesser of the System Development Charge for the utility, or the sum of the monthly base fees for the previous 6-years had the service not been disconnected.

Monthly Water Rates and Fees (SMC 13.10.020)

The table below reflects rates in the event a .3% Street Sales Tax is not approved by voters in 2024.

	2023	2024	2025	2026	2027	2028
Meter Size	Inside City					
Up to 3/4"	37.04	39.63	42.40	45.37	48.55	51.95
1"	60.78	65.03	69.58	74.45	79.66	85.24
1 1/2"	146.72	156.99	167.98	179.74	192.32	205.78
2"	282.98	302.79	323.99	346.67	370.94	396.91
3"	508.52	544.12	582.21	622.96	666.57	713.23
4"	610.12	652.83	698.53	747.43	799.75	855.73
6"	1,625.27	1,739.04	1,860.77	1,991.02	2,130.39	2,279.52
Transient Lodging (per unit)	18.52	19.82	21.20	22.69	24.28	25.98
Hydrant Use Connection Fees	100.00	100.00	100.00	100.00	100.00	100.00

	Outside City					
Up to 3/4"	54.62	58.44	62.53	66.91	71.59	76.60
1"	103.51	110.76	118.51	126.81	135.69	145.19
1 1/2"	211.29	226.08	241.91	258.84	276.96	296.35
2"	408.82	437.44	468.06	500.82	535.88	573.39
3"	737.86	789.51	844.78	903.91	967.18	1,034.88
4"	887.42	949.54	1,016.01	1,087.13	1,163.23	1,244.66
6"	2,353.13	2,517.85	2,694.10	2,882.69	3,084.48	3,300.39
	Usage (per ft ³) (over base usage)					
Inside Usage	0.047	0.050	0.054	0.058	0.062	0.066
Outside Usage	0.056	0.060	0.064	0.068	0.073	0.078
Hydrant Usage	0.056	0.060	0.064	0.068	0.073	0.078
	Other Fees and Charges					
Delivery Fee of Lock Off Notice	10.00	10.00	10.00	10.00	10.00	10.00
Termination Fee-Working Hours	50.00	50.00	50.00	50.00	50.00	50.00
Termination Fee-Non-Working Hours	150.00	150.00	150.00	150.00	150.00	150.00

The table below reflects rates in the event a .3% Street Sales Tax is approved by voters in 2024.

	2023	2024	2025	2026	2027	2028
Meter Size	Inside City					
Up to 3/4"	37.04	39.08	41.23	43.50	45.89	48.41
1"	60.78	64.12	67.65	71.37	75.30	79.44
1 1/2"	146.72	154.79	163.30	172.28	181.76	191.76
2"	282.98	298.54	314.96	332.28	350.56	369.84
3"	508.52	536.49	566.00	597.13	629.97	664.62
4"	610.12	643.68	679.08	716.43	755.83	797.40
6"	1,625.27	1,714.66	1,808.97	1,908.46	2,013.43	2,124.17
Transient Lodging (per unit)	18.52	19.54	20.62	21.75	22.95	24.21
Hydrant Use Connection Fees	100.00	100.00	100.00	100.00	100.00	100.00
	Outside City					
Up to 3/4"	54.62	57.62	60.79	64.13	67.66	71.38
1"	103.51	109.20	115.21	121.55	128.24	135.29
1 1/2"	211.29	222.91	235.17	248.10	261.75	276.15
2"	408.82	431.31	455.03	480.06	506.46	534.32
3"	737.86	778.44	821.25	866.42	914.07	964.34
4"	887.42	936.23	987.72	1,042.04	1,099.35	1,159.81
6"	2,353.13	2,482.55	2,619.09	2,763.14	2,915.11	3,075.44
	Usage (per ft ³) (over base usage)					
Inside Usage	0.047	0.050	0.053	0.056	0.059	0.062

Outside Usage	0.056	0.059	0.062	0.065	0.069	0.073
Hydrant Usage	0.056	0.059	0.062	0.065	0.069	0.073
	Other Fees and Charges					
Delivery Fee of Lock Off Notice	10.00	10.00	10.00	10.00	10.00	10.00
Termination Fee-Working Hours	50.00	50.00	50.00	50.00	50.00	50.00
Termination Fee-Non-Working Hours	150.00	150.00	150.00	150.00	150.00	150.00

All rates shall be subject to an automatic annual rate increase of 5% beginning January 1, 2029 unless modified by council prior to the adjustment date.

The first 400 cubic feet of water consumed included in minimum monthly base water service charge. For Transient Lodging the first 200 cubic feet of water consumed per unit is included in the minimum monthly base water service charge.

Residential properties with more than one residential unit (i.e. duplexes, apartments, homes with accessory dwelling units) will be charged the applicable monthly residential base rate times the number of residential units.

Hydrant use: The use of water from the city’s fire hydrants may be used by authorization of the Public Works Director for non-fire protection and non-potable related purposes through an application process. The hydrant meter may remain connected for a period no longer than 5 business days. Longer connection periods may be approved at the discretion of the Public Works Director. The first 400 cubic feet of water usage is included in the connection fee of the hydrant meter. Thereafter the charges are as listed above.

Monthly Sewer Rates and Fees (SMC 13.10.020)

The table below reflects rates in the event a .3% Street Sales Tax is not approved by voters in 2024.

Class of Service	2023	2024	2025	2026	2027	2028
Residential						
Single ¾” Residential	\$116.46	128.11	140.92	145.85	150.95	155.48
Non-Residential						
Transient quarters-per unit	\$58.24	64.06	70.46	72.93	75.48	77.74
Other Commercial						
¾” water service	\$116.46	128.11	140.92	145.85	150.95	155.48
1” water service	\$242.05	266.26	292.89	303.14	313.75	323.16
1.5” water service	\$360.65	396.72	436.39	451.66	467.47	481.49

2" water service	\$545.54	600.09	660.10	683.20	707.11	728.32
3" water service	\$782.72	860.99	947.09	980.24	1,014.55	1,044.99
4" water service	\$1,019.90	1,121.89	1,234.08	1,277.27	1,321.97	1,361.63
6" water service	\$1,684.03	1,852.43	2,037.67	2,108.99	2,182.80	2,248.28

Usage ¹ Rates for Non-Residential/Commercial						
Flow Surcharge	\$0.059	0.065	0.072	0.075	0.078	0.080
BOD Surcharge²						
Low	\$0.000	0.000	0.000	0.000	0.000	0.000
Medium	\$0.023	0.025	0.028	0.029	0.030	0.031
High	\$0.047	0.077	0.115	0.136	0.160	0.179
Very High	\$0.092	0.124	0.163	0.186	0.212	0.235

The table below reflects rates in the event a .3% Street Sales Tax is approved by voters in 2024.

Class of Service	2023	2024	2025	2026	2027	2028
Residential						
Single ¾" Residential	\$116.46	128.11	140.92	145.15	149.50	153.99
Non-Residential						
Transient quarters-per unit	\$58.24	64.06	70.46	72.58	74.75	77.00
Other Commercial						
¾" water service	\$116.46	128.11	140.92	145.15	149.50	153.99
1" water service	\$242.05	266.26	292.89	301.68	310.73	320.05
1.5" water service	\$360.65	396.72	436.39	449.48	462.96	476.85
2" water service	\$545.54	600.09	660.10	679.90	700.30	721.31
3" water service	\$782.72	860.99	947.09	975.50	1,004.77	1,034.91
4" water service	\$1,019.90	1,121.89	1,234.08	1,271.10	1,309.23	1,348.51
6" water service	\$1,684.03	1,852.43	2,037.67	2,098.80	2,161.76	2,226.61

Usage ¹ Rates for Non-Residential/Commercial						
Flow Surcharge	\$0.059	0.065	0.072	0.074	0.076	0.078
BOD Surcharge²						
Low	\$0.000	0.000	0.000	0.000	0.000	0.000
Medium	\$0.023	0.025	0.028	0.029	0.030	0.031
High	\$0.047	0.077	0.115	0.133	0.153	0.171
Very High	\$0.092	0.124	0.163	0.181	0.201	0.219

BOD: (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20°C, expressed in milligrams per liter (mg/l).

“Residential” shall mean any contributor to the City’s treatment works whose real estate or building is used for domestic dwelling purposes only.

Residential properties with more than one residential unit (i.e. duplexes, apartments, homes with accessory dwelling units) will be charged the applicable monthly residential base rate times the number of residential units.

- 1- Flow based on water consumption charged per cubic foot over 400 cu/ft. Industrial users will be charged based on a consumption factor as determined by the City.
- 2- BOD Surcharge applies to commercial customers based on the following classification:

Strength Category	BOD Strength	Types of Typical Users
Low	<300mg/L	Public Facilities, Hotel/Motel w/o Restaurant, General Retail, Office Space, Industrial w/o Process Discharge
Medium	301-600 mg/L	Hotel/Motel w/Restaurant, School w/Cafeteria, Laundromat, Nursing Home, Hospital
High	600-2,000 mg/L	Grocery Store, Bakery, Restaurant, Coffee Shop
Very High	>2,000 mg/L	Food Production, Brewery, Distillery, Cider Production, Dairy, Industrial w/Process Discharge

Additional fees for BOD₅ testing at the request of the customer will be billed at actual rates for staff time, materials and testing services used plus 17% overhead.

All rates shall be subject to an automatic annual rate increase of 5% beginning January 1, 2029 unless modified by council prior to the adjustment date.

General Fees

4.1	Vacation Rental Fees (SMC 5.20.020):	
1.	New License	\$200.00
2.	License Renewal	\$200.00
3.	Prorated Licenses-Received After June 30th	\$100
4.	Appeals (SMC 5.20.055)	\$0.00
5.	Labor, Overhead, and Outside Consultant Review	Actual Cost

4.2	Business Licenses (SMC 5.04.070):	
1.	General Business License Origination Fee	\$10.00
2.	General Business License Renewal Fee	\$10.00
3.	Non-Resident License	
	Income under \$2,000.00 Annually	\$0.00
	Income Above \$2,000.00 Annually	\$10.00
4.	Non-Residential Renewal	
	Income under \$2,000.00 Annually	\$0.00
	Income Above \$2,000.00 Annually	\$10.00
5.	Peddler's License	\$15.00

4.3	Dog Licensing (SMC 6.04.040):	
1.	Non-Spayed/Non-Neutered Dogs	\$15.00
2.	Spayed/Neutered Dogs	\$7.50
3.	Senior (Age 60) Non-Spayed/Neutered Dogs	\$11.25
4.	Senior (Age 60) Spayed/Neutered Dogs	\$3.75
5.	Duplicate/Replacement Tags	\$1.00



City of Stevenson

Carolyn Sourek, Public Work Director

Phone (509)427-5970
FAX (509) 427-8202

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

To: City Council
From: Carolyn Sourek, Public Work Director
RE: Lower Shop Reroof Project
Meeting Date: September 19, 2024

Executive Summary:

The Stevenson Public Works Department shares space with the Stevenson Fire Department. The City Fire Hall and Lower Shop, is located at 160 1st Street; Stevenson, WA 98648. The building was built in approximately 1940. The Lower Shop roof is original (to our knowledge) and plastic or rubber membrane material. The life span of this type of roof is 20 to 30 years. Currently, the existing roof is roughly 30 years beyond its lifespan.

The Public Works Crew has been diligent and aggressive in repairing leaks; however the condition has deteriorated to the extent such that they are unable to continue locating the sources of the leaking. They have also shared that the roof is soft in areas, and they are no longer comfortable walking on it for fear of falling through.

To meet City infrastructure maintenance obligations, a replacement option needs to be considered and approved immediately. Currently, this work item was not approved as part of the 2024 budget. I propose that we reallocate funding from other work items in the approved budget to complete this project in 2024.

Overview of Items:

The City infrastructure includes water, sewer, parks, and streets, as well as buildings and grounds. The Lower Shop is approximately 800 square feet and houses water replacement parts and pipes, plows, as well as some of the City's rolling stock (sweeper) during inclement weather. These assets must remain dry and protected to avoid premature deterioration of critical working components.

The City has requested quotes from three vendors, two of which withdrew their quote when they realized they would be required to pay prevailing wage and complete the government public works contracting process. They were encourage to evaluate their price and resubmit but they declined. These quotes were for between \$13 and 14 thousand.

The only remaining quote was received last week and is for just over \$35 thousand. Though over twice as much as the non-prevailing wage quotes, this contractor is available and willing to participate in the government contracting processes. Contractors with these characteristics have been extremely challenging to locate. I propose protect City assets before the wet, winter weather is upon us and enter into a contract with our single quote willing to do work for us.

Action Needed:

Approve the use of funds out of the budget for the Lower Shop Reroof Project.

**CITY OF STEVENSON
RESOLUTION NO. 2024-442**

**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 the City of Stevenson’s Public Works Director proposes to contract with Skamania County Road Department to complete full width maintenance on the section of street at Lower/Upper Basso Road; 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 temporarily close the entire roadway width for Upper Basso Road between Lutheran Church Road and Brady Lane, and Lower Basso Road between Hemmingway Drive and Brady Lane, and the entire length of Brady Lane, 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 Upper Basso Road between Lutheran Church Road and Brady Lane, and Lower Basso Road between Hemmingway Drive and Brady Lane, and the entire length of Brady Lane for up to three days to complete the maintenance of the surfacing on Lower/Upper Basso Road.

APPROVED AND PASSED by the City Council of the City of Stevenson, Washington at its regular meeting this 19th day of September, 2024.

Mayor of the City of Stevenson

ATTEST:

Clerk of the City of Stevenson

APPROVED AS TO FORM:

Attorney for the City of Stevenson

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 1005-ST

Firm/Organization Legal Name (do not use dba's): Wallis Engineering, PLLC	
Address 215 W. 4th Street, Suite 200, Vancouver, WA 98660	Federal Aid Number
UBI Number 601-923-546	Federal TIN 91-1944973
Execution Date	Completion Date 12/31/2025
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Lasher Street Improvement	
Description of Work Addition of sidewalk, stormwater controls and amenities (1 side from Jefferson Street to end). Add sidewalk, stormwater controls, and amenities (2 sides from Vancouver to Jefferson Street). Calm traffic at Jefferson Street intersection.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$265,530.54

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Stevenson, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Carolyn Sourek
Agency: City of Stevenson
Address: PO Box 371
City: Stevenson State: WA Zip: 98648
Email: Carolyn@ci.stevenson.wa.us
Phone: 509-427-5970
Facsimile:

If to CONSULTANT:

Name: Jane Vail
Agency: Wallis Engineering, PLLC
Address: 215 W. 4th St, #200
City: Vancouver State: WA Zip: 98660
Email: jane.vail@walliseng.net
Phone: 360-695-7041
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and /or at the request of the AGENCY’s Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Carolyn Sourek
Agency: City of Stevenson
Address: PO Box 371
City: Stevenson State: WA Zip: 98648
Email: Carolyn@ci.stevenson.wa.us
Phone: 509-427-5970
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

See attached Scope of Work

PROJECT BACKGROUND

Lasher Street is a narrow asphalt-paved residential street lacking sidewalk, stormwater management facilities, and pedestrian-scale lighting. To fund design and construction of improvements to Lasher Street, the City of Stevenson has received direct legislative appropriations (administered by WSDOT) and is currently applying for a CDBG grant from HUD. Improvements will consist of:

- Street reconstruction or pavement rehabilitation for Lasher Street to the desired street cross section, potentially including traffic calming measures
- New sidewalk on both sides of the street on lower Lasher Street - between Vancouver Ave and Jefferson Ave
- New sidewalk on the east side of the street on upper Lasher Street - between Jefferson Ave and the north terminus of the street
- Retaining walls to expand the road prism width and allow for sidewalk infill. Two retaining walls are anticipated; a wall on the east side of Lasher St between Vancouver Ave and Jefferson Ave, and a wall on the east side of Lasher St between Jefferson Ave and the end of the street.
- Street and/or pedestrian-scale lighting on Lasher St
- Landscaping improvements, to be low maintenance
- Stormwater management solutions in accordance with funding and regulatory requirements
- Replacement of the existing waterline and hydrant to serve upper Lasher Street

GENERAL SCOPE OF PROJECT

Wallis Engineering will provide project management and coordination, and lead a team to complete design and contract documents necessary to deliver the Lasher Street Improvements project. Work will include project management, surveying, geotechnical investigations and recommendations, civil engineering design, structural engineering design, electrical/lighting design, environmental permitting support, cultural resources permitting support, arborist recommendations, contract document preparation and bidding assistance.

We will design improvements based on the City's budget, their design and maintenance preferences and funding requirements.

The scope of work described below represents the anticipated needs of the project based on a preliminary understanding of the City's goals and objectives. It is anticipated that the assumptions made throughout this scope of work regarding the desired improvements will be refined as project information is obtained and preliminary design is completed. If the anticipated needs of the project change substantially from those assumed, the City reserves the right to modify the scope of work to adequately meet the needs of the project. Modifications would be made through future supplementals to the scope of work.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
Archaeological Investigations NW (AINW)	Archaeological Services
Columbia West Engineering, Inc.	Geotechnical Engineering
Ecological Land Services (ELS)	Permitting
KC Development (KCD)	Surveying
Kramer Gehlen & Associates (KGA)	Structural Engineering
Lancaster Mobley	Street Lighting
Todd Prager & Associates, LLC (Prager)	Arborist Services

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Provide project management, coordination, and direction of the design team to complete the project. Establish quality control management and designate responsibility of technical work deliverables and products.

1.1 Project Management and Coordination

Provide comprehensive project management to ensure the scope, schedule and budget are met including schedule updates, coordination, and direction to City staff and design team to successfully complete the project. This task also includes providing monthly updates to the City on project status. Project management will include the following:

- We will provide comprehensive project management to ensure the scope, schedule, and budget are met.
- We will provide a contact person for the City while coordinating with the project team.
- We will maintain a comprehensive schedule which will include individual task milestones and duration.

We will also coordinate with Grayling Engineers, the City’s consultant preparing design of a waterline improvements project immediately adjacent to the proposed project.

Wallis will lead up to three design meetings with City staff, to be held at City Hall:

- A meeting to discuss potential design alternatives
- An alternative selection meeting
- A 90% design review meeting

1.2 WSDOT Documentation and Coordination

Wallis will provide assistance to the City, as requested, for the administration of the project per LAG Manual procedures to meet funding requirements. The City will lead all efforts for completion of documentation including: Project Prospectus, Local Agency Agreement, Quarterly Project Reports, and revisions of the Local Agency Agreement/Project Prospectus. Wallis will complete all monthly reporting to the diversity compliance program.

An assumed allotment of time is included for this task to assist the City as needed/requested.

1.3 Public Outreach

Wallis will support the City’s ongoing public outreach efforts for the project. Wallis will:

- Complete two press releases:
 - The first will include a brief written introduction to the project and a graphic showing an aerial overlain onto the survey base.
 - The second is intended to be distributed prior to construction. It will include a description of the construction phasing schedule and a graphic showing an aerial with the proposed improvements (the selected design alternative).
- Provide up to 3 (three) graphics representing alternatives for use in public outreach, including boards for viewing.
- Attend an open house at City Hall to present the alternatives and solicit input.
- Prepare a community survey to be distributed by the City to stakeholders after the open house.

1.4 Utility Coordination

Wallis will provide utility coordination for all proposed impacts to existing public and franchise utilities along the project corridor. This effort will include the following:

- Identify all existing utility providers within the project corridor, request service maps and obtain utility locates during topographic surveys.
- Identify potential conflicts between existing utilities and proposed improvements, provide notifications to and coordination with the affected utility company representatives during the preliminary, 90% and final design phases.
- Complete an early coordination meeting, held virtually, with franchise utility providers to discuss utility relocation requirements as required.
- Maintain a record of correspondence with utility companies.
- Incorporate proposed private utility linework, as available, into the plans for reference.

Task 1 Assumptions:

- City staff will lead stakeholder coordination, and complete all public involvement and permitting not explicitly stated in this scope of work.
- Project has received direct legislative appropriations, and will be administered by WSDOT’s Local Agency office. All work will be completed in accordance with the LAG Manual.
- Project will be federally funded through the Community Development Block Grant program and the Responsible Entity will be the CDBG Section Manager at Department of Commerce.
- Design phase – including ROW and permitting services - will be from October 2024 through November 2025. If HUD determines that an Environmental Assessment is required, this could extend the project schedule to June of 2026.
- All project meetings will be held at the City’s offices. Contract assumes up to three (3) design-related meetings at City offices.
- Any utility relocation will be designed by the utility owner, with the exception of the public waterline replacement work included in our design efforts.

Task 1 Deliverables:

- Project schedule and monthly schedule updates as needed
- Monthly progress reports and billing
- Meeting Agendas and Minutes

- Utility Coordination Log
- WSDOT Documentation: Project Prospectus, Local Agency Agreement, Quarterly Project Reports, and revisions of the Local Agency Agreement/Project Prospectus.
- Monthly reporting to the WSDOT Diversity Compliance Management System

TASK 2 DATA COLLECTION AND EVALUATION

Objective: To develop an understanding of the project and obtain the required information to accurately design the improvements.

2.1 Site Investigation and Review of Existing Data

Wallis Engineering will conduct a site investigation of the project area to review existing conditions, take design and pre-construction photographs, and review available as-built information within and adjacent to the project limits. Wallis will also review available background information relating to this project. This would include:

- Grant applications and funding documentation
- Asbuilt drawing information, as available
- Existing conditions photographing survey
- Currently active construction projects adjacent to the work area for this project

2.2 Topographic Survey and Base Map

KC Development will establish existing right-of-way within the project limits and prepare a final existing conditions right-of-way plan, including a review of existing easements and property lines. KC Development will also prepare a topographic survey in AutoCAD Civil 3D format for use in project design. The survey will identify right-of-way lines, easement lines, existing utilities marked on the ground in response to a utility locate request submitted to the Washington Utility Notification Center, and all monuments, curb lines, edge of pavement, ditches, impervious features, signs, utilities, and trees within the survey limits.

2.3 Temporary and Permanent Easement Descriptions

KC Development will prepare up to four (4) permanent easement and up to eleven (11) temporary construction easement graphics with legal descriptions, based on boundaries provided by Wallis Engineering. Easements will include a graphical representation of the easement area and a legal description of the easements.

2.4 Arborist Services

Todd Prager & Associates will flag all trees with a 6-inch DBH or greater, within existing or proposed public ROW in the project limits, and trees immediately adjacent to proposed retaining walls in private property which might be negatively impacted by the proposed improvements. They will complete a tree inventory of species and diameter.

2.5 Geotechnical Investigations and Recommendations

Columbia West will review existing geological and geotechnical information near the site prior to completing field exploration. We will coordinate and manage the field exploration program, which includes locating public and private utilities, coordinating site access, obtaining right-of-way permits, subcontracting traffic control, and scheduling subcontractors and Columbia West field staff. Based on initial work Columbia West will conduct a subsurface exploration program that includes the following:

- Drill two borings to a maximum depth of 5 feet below ground surface (BGS) or refusal if shallower.
- Drill two borings to a maximum depth of 15 feet BGS or refusal if shallower.
- Perform dynamic cone penetrometer testing on existing pavement subgrade in each boring.
- Perform infiltration testing in the two 15-foot borings, if feasible.
- Observe subsurface conditions, maintain continuous logs of the borings, and collect samples at representative intervals.

After fieldwork, Columbia West will perform laboratory testing on select samples collected from the boring. The specific tests will be selected based on the geologic material encountered and may consist of natural moisture content, organic content, particle-size analysis, Atterberg limits, and compressive strength of rock cores. We will evaluate the potential for liquefaction and lateral spreading at the site using code-based seismic design parameters in accordance with ASCE 7-16.

Columbia West will prepare a geotechnical engineering report, providing design and construction recommendations for the project. This report will include a number of design recommendations, including those for:

- Site preparation, including grading and drainage, fill type for imported material, compaction criteria, trench excavation and backfill, use of on-site soil, and wet/dry weather earthwork.
- Design criteria for retaining walls, including lateral earth pressures, backfill, compaction, and drainage;
- Infiltration of stormwater, if feasible.
- Both grind and inlay and full reconstruction of AC pavement per typical assumed traffic loading.
- Subsurface drainage of roadways.

2.6 Additional Geotechnical Engineering for Soldier Pile Wall Design (Contingency Subtask)

The existing apartment building adjacent to Lasher Street may be too close to allow for conventional wall design. Should existing soils and survey find that conventional wall design is not suitable, a soldier pile wall may be necessary at this location. This subtask is reserved as a contingency for additional work necessary to support design of a soldier pile wall. If a soldier pile wall is constructed, Columbia West will extend one of the planned 5-foot borings to a depth of 30 feet below the existing ground surface. This will require that we mobilize a larger drill to the site, at a greater cost.

Task 2 Assumptions:

- City will provide all available project background data.
- If needed, the City will provide street use or right-of-way permits at no charge.
- All required notifications to individual property owners (as needed) will be completed by the City.
- Columbia West will subcontract and provide temporary traffic control during geotechnical exploration work

Task 2 Deliverables:

- Topographic base map in AutoCAD Civil 3D
- Up to fourteen (14) legal descriptions to support ROW acquisition

- Tree inventory
- Geotechnical Engineering Report

TASK 3 PRELIMINARY DESIGN

Objective: To analyze selected design alternatives and complete preliminary design for the selected alternative as the basis for final design.

3.1 Alternatives Analysis

Wallis will summarize the existing right-of-way conditions of the site and the implications they will have on the desired improvements cross-section. We will hold an alternatives meeting with the City to determine which alternatives should be evaluated for consideration. Based on this meeting, we will prepare a brief memo analyzing up to three (3) design alternatives, each with a graphic for review and public outreach. The memo will discuss the general implications of each design alternative on scope of construction, relative cost, right-of-way acquisition implications, and other elements impacting the road alignment and cross section. Prager will make specific recommendations associated with potential tree impacts for each alternative.

Based on public outreach efforts described in Task 1.3, we will hold an alternative selection meeting with the City to determine the preferred alternative.

3.3 30% Design

Wallis will prepare preliminary design for the project, submitting a set of 30% plans and an opinion of cost to the City for review.

We will complete preliminary alignment plans for the proposed improvements, establishing the roadway centerline alignment and defining the geometric layout based on the preferred alternative selected by the City. Stationing will be based on the centerline alignment, and all proposed construction callouts will be station and offset from the centerline.

Utility improvement design will be completed for the proposed water line replacement and stormwater system improvements. We will complete stormwater analysis to determine the runoff quantities associated with the existing and proposed improvements to determine water quality and conveyance needs. A Preliminary Stormwater Report containing drainage calculations will be provided to the City for review and approval. Wallis Engineering will review and analyze the stormwater requirements, determine runoff quantities, and develop a conceptual plan for providing stormwater quality and conveyance capacity in accordance with NMFS/HUD requirements and the City's stormwater management guidelines (Stormwater Management Manual for Western Washington, 2019 edition).

Infiltration rates will be determined from tested rates completed under Task 2.5, and will be used to further justify compliance with Minimum Requirement 5 and 7. The Stormwater Management memorandum will be finalized following 90% design.

The proposed storm drainage improvements will be shown in plan and profile on the construction plans. An erosion control plan will be developed for the project and coordinated with the City.

Task 3 Assumptions:

- Up to three (3) design alternatives will be analyzed, based on the initial Alternatives Meeting with the City. Analysis will not require corridor drafting or preparation of cost estimates.

- NMFS stormwater guidelines will require water quality treatment for stormwater runoff within the project limits.

Task 3 Deliverables:

- Alternatives Analysis Memorandum
- 30% Plans and Opinion of Cost
- Preliminary Stormwater Report

TASK 4 PERMITTING AND ENVIRONMENTAL DOCUMENTATION

Objective: Prepare project documentation and complete all coordination required to meet all project requirements.

4.1 Funding Agency Coordination

Wallis will lead a funding agency initial meeting between the City, HUD, and WSDOT to determine the environmental review and other documentation requirements.

Throughout the project, we will coordinate with the WSDOT Local Agency Office and the CDBG Section Manager at Washington State Department of Commerce (HUD’s Responsible Entity) in order to ensure this project is permitted in accordance with funding requirements. We anticipate up to five meetings with each funding agency to discuss permitting requirements.

4.2 ESA Biological Assessment

Ecological Land Services (ELS) will complete a biological assessment for the National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service ESA consultations. This document is a requirement of both HUD and WSDOT environmental review processes.

4.3 HUD Environmental Review

ELS will complete environmental review documentation on the HUD Categorical Exclusion (CE) form and submit it for HUD review.

4.4 HUD Environmental Assessment (contingency)

HUD may require a full environmental assessment in lieu of an environmental review of the project. Should this be required, ELS will prepare an Environmental Assessment Report with required maps and appendices instead of the CE form.

4.5 WSDOT Environmental Classification Summary

WSDOT permitting efforts will start with preparation of an environmental review document. ELS will prepare the WSDOT Categorical Exclusion (CE) form for WSDOT review.

4.6 WSDOT Environmental Assessment (contingency)

WSDOT may require an Environmental Assessment Report to be completed. Should this be required, ELS will prepare an Environmental Assessment Report with required maps and appendices instead of the CE form.

4.7 Cultural and Historical Resource Assessment

AINW will prepare the draft Area of Potential Effect (APE) description for the City to submit to WSDOT. They will conduct an archaeological pedestrian survey of the APE and excavate shovel tests in areas where the land is intact or an archaeological resource is likely. Up to 8 shovel tests may need to be

excavated. AINW will inventory historic-period buildings and structures that are in the APE or are on lands to be purchased by the project. Up to 2 historic resources—buildings and structures constructed in or before 1979—will need to be documented. AINW will summarize the findings in a cultural resource survey report for the City for WSDOT review. The report will include a recommended Finding of Effect based on the possible impacts.

Task 4 Assumptions:

- The City will upload materials into the online HUD system as the funding recipient
- Up to five meetings will be required with HUD, and up to five meetings will be required with WSDOT, including an initial coordination meeting with both agencies
- HUD will require no more than one set of edits to the submitted documentation
- WSDOT will require no more than one set of edits to the submitted documentation
- There are no wetlands or sensitive environmental areas within the project limits
- No cultural resources will be encountered

Task 4 Deliverables:

- ESA Biological Assessment
- HUD Environmental Assessment Report
- WSDOT Environmental Assessment Report
- Environmental Justice Technical Memorandum
- Draft and Final ECS forms
- Draft and Final DCE documentation
- Cultural Resources Report

TASK 5 CIVIL DESIGN

Objective: Complete detailed design of proposed improvements, culminating in a set of bid-ready contract documents.

5.1 90% Design

Based on the preliminary design submittal review comments provided by the City, Wallis will assemble and submit electronic 90% plans, specifications, and opinion of cost to the City for review. KGA will provide structural engineering design of proposed retaining walls, and Lancaster Mobley will provide design of lighting improvements, along with associated deliverables. The proposed specifications will be based on the “2024 WSDOT/APWA Standard Specifications for Construction” and will include all applicable APWA GSPs, WSDOT GSPs and project-specific GSPs.

Plans will be prepared to a 90% design level using AutoCAD Civil 3D, and using standard City title block as provided by the City. The following is the anticipated list of plan sheets:

<i>Description</i>	<i>Sheets</i>	<i>Running Total</i>
Cover	1	1
Sheet Index, Legend, General Notes	1	2
Traffic Control Notes and Phasing	1	3

Erosion and Sediment Control Plans and Details	2	5
Demolition Plans	1	6
Typical Sections	1	7
Street Plan and Profile	3	10
Intersection Plan	1	11
Retaining Wall Plan and Profile	2	13
Utility Plan and Profile	3	16
Lighting Plans and Details	4	20
Landscaping	3	23
Street Details	6	29
Utility Details	2	31

We will also finalize the Preliminary Stormwater Report to reflect final design and submit a Final Stormwater Report to the City.

Following the submittal of the 90% design package, Wallis will prepare and attend a review meeting with City staff. The goal of the work session will be to review and provide feedback for the final submittal. The 90% design package will also be submitted to WSDOT Local Programs and HUD for review.

5.2 Final Design

Following review of the 90% plans, the design team will prepare 100% plans, specifications, and an Engineer’s Opinion of Cost as a reproducible set incorporating review comments from all reviewers.

5.3 Waterline Design

Wallis will complete design of a waterline replacement and hydrant up Lasher Street, coordinated with design previously completed by the City’s consultant. The design work will be incorporated into the overall plan set.

Task 5 Assumptions:

- No design modification requests will be required.
- Stormwater management facilities will be designed in accordance with the 2019 Stormwater Management Manual for Western Washington. Compliance with the SWMMWW will be equivalent to compliance with NMFS Stormwater Guidelines.

Task 5 Deliverables:

- 90% and 100% plans, bidding package, special provisions, and Engineer’s Opinion of Cost (digital) organized in WSDOT bid items with specification sections identified
- Final Stormwater Report
- Final drawing files (AutoCAD Civil 3D)
- Structural calculations and documentation necessary to obtain building permits for proposed retaining walls

TASK 6 ROW ACQUISITION (NOT INCLUDED AT THIS TIME)

TASK 7 CONSTRUCTION PHASE SERVICES (NOT INCLUDED AT THIS TIME)

P:\15\1579A Lasher St Imp\100 Agmt\102 Working Docs\Prime\1579A Lasher Scope R1.docx

Exhibit B **DBE Participation Plan**

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Contractor / Subcontractor	Amount	Certifications	%
Wallis Engineering, PLLC	\$119,266.07	DBE - WBE	44.9%
Archaeological Investigations Northwest, Inc.	\$26,470.35	-	10.0%
Columbia West Engineering, Inc.	\$21,545.57	SBE	8.1%
Ecological Land Services	\$31,226.66	SBE	11.8%
KC Development	\$21,000.00	WBE - SBE	7.9%
Kramer Gehlen & Associates	\$29,885.00	-	11.3%
Lancaster Mobley	\$9,236.89	-	3.5%
Todd Prager & Associates, LLC	\$6,900.00	-	2.6%

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- Electronic Copy of Field Notes (PDF)
- Survey topography, base map, monumentation and ROW (CAD Files) and XLM Surface File
- Control Points Files (ASCII and MS Excel)

B. Roadway Design Files

- Electronic copy of Final Plans, Specials and Estimate (PDF and CAD Files)
- Final plans, contract, and estimate with wet stamped, signed, dated by a register professional engineer in the State of Washington (PDF and Paper Copy).

C. Computer Aided Drafting Files

- Civil 3D and CAD Files

D. Specify the Agency's Right to Review Product with the Consultant

- AGENCY may choose to review products at any time in consultation with the CONSULTANT.

E. Specify the Electronic Deliverables to Be Provided to the Agency

(Exhibit A, Scope of Work Deliverables)

-The CONSULTANT deliverables are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

(Exhibit A, Scope of Work Assumptions)

-The AGENCY furnished services are listed within each tasks in a variety of forms (PDF, CAD, Microsoft 365, Adobe, Paper, etc.) specified in Exhibit A. Scope of Work.

II. Any Other Electronic Files to Be Provided

-Not Applicable

III. Methods to Electronically Exchange Data

-emails and shared links

A. Agency Software Suite

- Microsoft 365 (Excel, Word, Powerpoint, etc.)
- Microsoft Project
- Civil 3D
- ArcGIS
- Adobe

B. Electronic Messaging System

- Electronic Messaging System: Email (Microsoft Outlook in suite above)

C. File Transfers Format

- .gdb, .pdf, .csv, .xml, .docx, .shp, .kml, .xlsx, .eps, .tiff, .jpg, .psd, ai, .dwg, ascii, etc.

Exhibit D

Prime Consultant Cost Computations

See CONSULTANT attached WSDOT ICR Letter, Fee Schedule and Personnel assigned to Project Tasks.

Fee Estimate

	PE	EM4	EM3	PE4	PE1	T3	AG	A3	Wallis Labor	Expenses	Subconsultants AINW	Col West	ELS	KCD	KGA	LM	Prager	Total Cost
Task 1 Project Management and Administration	\$185.51	\$213.51	\$209.84	\$157.80	\$132.51	\$118.96	\$134.61	\$87.34										
1.1 Project Management and Coordination									\$14,976.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,270.00	\$ -	\$ -	\$ 18,246.67
1.2 Public Outreach	34	2	4				55		\$ 5,730.72	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,790.72
1.3 WSDOT Documentation and Coordination	12		8				22		\$ 6,126.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,126.02
1.4 Utility Coordination	8		4	16					\$ 3,364.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,364.56
TASK 1 SUBTOTAL	54	2	24	16	0	8	77	10	\$ 30,197.97	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 3,270.00	\$ -	\$ -	\$ 33,527.97
Task 2 Data Collection and Evaluation																		
2.1 Site Investigation and Review of Existing Data	2		8	8					\$ 3,317.94	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 1,957.50	\$ -	\$ -	\$ 5,330.44
2.2 Topographic Survey and Easement	2		2	2		4			\$ 1,211.32	\$ -	\$ -	\$ -	\$ -	\$ 16,500.00	\$ -	\$ -	\$ 17,711.32	
2.3 Temporary and Permanent Easement Descriptions	2		2	2		8			\$ 1,371.06	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 5,871.06	
2.4 Cost Studies	2		2						\$ 740.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900.00	\$ -	\$ 7,640.92
2.5 Cost Studies and Recommendations	2		2						\$ 740.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740.92
2.6 Additional Geotechnical Engineering for Soldier Pile Wall Design (Contingency)	2		2						\$ 740.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 740.92
TASK 2 SUBTOTAL	6	0	16	10	0	12	0	0	\$ 7,848.64	\$ 60.00	\$ -	\$ 21,545.57	\$ -	\$ 21,000.00	\$ 1,957.50	\$ -	\$ 6,900.00	\$ 59,311.71
Task 3 Preliminary Design																		
3.1 Alternatives Analysis	2	1	4	16	12	12			\$ 5,376.61	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 2,790.00	\$ 1,732.08	\$ -	\$ 10,018.69
3.2 30% Design	4	2	16	24	36	48			\$ 18,795.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,435.00	\$ 2,528.40	\$ -	\$ 29,759.14
TASK 3 SUBTOTAL	6	3	20	40	36	60	0	0	\$ 24,172.35	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ 11,225.00	\$ 4,260.48	\$ -	\$ 39,777.83
Task 4 Permitting and Environmental Documentation																		
4.1 Funding Agency Coordination	12								\$ 2,226.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,226.12
4.2 ESA Biological Assessment	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
4.3 HUD Environmental Review	4								\$ 742.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742.04
4.4 HUD Environmental Assessment (contingency)	4								\$ 742.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742.04
4.5 WSDOT Environmental Classification Summary	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
4.6 WSDOT Environmental Assessment (contingency)	4								\$ 742.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 742.04
4.7 Cultural and Historical Resource Assessment	2								\$ 371.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371.02
TASK 4 SUBTOTAL	28	0	0	0	0	0	0	0	\$ 5,194.28	\$ -	\$ 26,470.35	\$ -	\$ 31,226.66	\$ -	\$ -	\$ -	\$ -	\$ 62,691.29
Task 5 Civil Design																		
5.1 Civil Design	14	4	22	72	36	48	12	4	\$ 31,876.58	\$ 60.00	\$ -	\$ -	\$ -	\$ -	\$ 7,657.50	\$ 3,162.04	\$ -	\$ 42,665.02
5.2 Final Design	2	2	14	30	18	24	4	4	\$ 41,970.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,875.00	\$ 1,813.47	\$ -	\$ 47,658.71
5.3 Wetland Design	7	1	12	12	12	12			\$ 4,706.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,706.01
TASK 5 SUBTOTAL	20	7	48	102	54	84	16	10	\$ 51,452.83	\$ 60.00	\$ 26,470.35	\$ 21,545.57	\$ 31,226.66	\$ 21,000.00	\$ 29,885.00	\$ 9,236.89	\$ 6,900.00	\$ 265,530.54
Project Subtotal	116	12	108	188	90	164	93	20	\$ 718,968.07	\$ 300.00	\$ 26,470.35	\$ 21,545.57	\$ 31,226.66	\$ 21,000.00	\$ 29,885.00	\$ 9,236.89	\$ 6,900.00	\$ 265,530.54

FEE SUMMARY	
Wallis Labor	\$ 118,966.07
Wallis Expenses	\$ 300.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
AINW	\$ 26,470.35
Col West	\$ 21,545.57
ELS	\$ 31,226.66
KCD	\$ 21,000.00
KGA	\$ 29,885.00
LM	\$ 9,236.89
Prager	\$ 6,900.00
TOTAL BUDGET	\$ 265,530.54

Negotiated Hourly Billing Rates by Title

WSDOT Negotiated Hourly LAG Agreement: Wallis Engineering, PLLC 215 W 4th Street, Suite 200 Vancouver, WA 98660				
Job Classifications	Direct Labor Hourly Rate	Overhead	Fixed Fee	All Inclusive Hourly Billing Rate
		171.14%	30.00%	
Principal Engineer	\$61.60	\$105.43	\$18.48	\$185.51
Associate Engineer	\$61.60	\$105.43	\$18.48	\$185.51
Senior Engineer	\$73.00	\$124.94	\$21.90	\$219.84
Engineering Manager VI	\$74.55	\$127.59	\$22.37	\$224.51
Engineering Manager V	\$72.90	\$124.77	\$21.87	\$219.54
Engineering Manager IV	\$70.90	\$121.34	\$21.27	\$213.51
Engineering Manager III	\$69.71	\$119.31	\$20.92	\$209.94
Engineering Manager II	\$66.95	\$114.58	\$20.09	\$201.62
Engineering Manager I	\$64.75	\$110.82	\$19.43	\$195.00
Project Engineer IX	\$61.10	\$104.57	\$18.33	\$184.00
Project Engineer VIII	\$60.10	\$102.86	\$18.03	\$180.99
Project Engineer VII	\$58.20	\$99.61	\$17.46	\$175.27
Project Engineer VI	\$56.00	\$95.84	\$16.80	\$168.64
Project Engineer V	\$53.80	\$92.08	\$16.14	\$162.02
Project Engineer IV	\$52.40	\$89.68	\$15.72	\$157.80
Project Engineer III	\$46.88	\$80.24	\$14.07	\$141.19
Project Engineer II	\$46.00	\$78.73	\$13.80	\$138.53
Project Engineer I	\$44.00	\$75.31	\$13.20	\$132.51
Staff Engineer V	\$42.31	\$72.41	\$12.70	\$127.42
Staff Engineer IV	\$40.90	\$70.00	\$12.27	\$123.17
Staff Engineer III	\$39.25	\$67.18	\$11.78	\$118.21
Staff Engineer II	\$37.60	\$64.35	\$11.28	\$113.23
Staff Engineer I	\$33.75	\$57.76	\$10.13	\$101.64
Engineering Intern III	\$26.00	\$44.50	\$7.80	\$78.30
Engineering Intern II	\$24.50	\$41.93	\$7.35	\$73.78
Engineering Intern I	\$22.00	\$37.66	\$6.60	\$66.26
Designer IV	\$51.75	\$88.57	\$15.53	\$155.85
Designer III	\$48.75	\$83.44	\$14.63	\$146.82
Designer II	\$46.00	\$78.73	\$13.80	\$138.53
Designer I	\$45.00	\$77.02	\$13.50	\$135.52
Construction Manager	\$49.00	\$83.86	\$14.70	\$147.56
Inspector III	\$57.00	\$97.55	\$17.10	\$171.65
Inspector II	\$51.50	\$88.14	\$15.45	\$155.09
Inspector I	\$42.00	\$71.88	\$12.60	\$126.48
Technician IV	\$42.80	\$73.25	\$12.84	\$128.89
Technician III	\$39.50	\$67.61	\$11.85	\$118.96
Technician II	\$34.10	\$58.36	\$10.23	\$102.69
Technician I	\$21.00	\$35.94	\$6.30	\$63.24
Administrative VI	\$44.70	\$76.50	\$13.41	\$134.61
Administrative V	\$38.00	\$65.04	\$11.40	\$114.44
Administrative IV	\$31.00	\$53.06	\$9.30	\$93.36
Administrative III	\$29.00	\$49.64	\$8.70	\$87.34
Administrative II	\$21.00	\$35.94	\$6.30	\$63.24
Administrative I	\$17.00	\$29.10	\$5.10	\$51.20



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 23, 2024

Wallis Engineering, PLLC
215 W. 4th Street, Suite 200
Vancouver, WA 98660

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Gillian Wallis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 171.14%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


A handwritten signature in black ink that reads 'Schatzie Harvey' in a cursive script.

[Schatzie Harvey \(May 23, 2024 09:44 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement Archaeological Investigations Northwest, Inc. 3510 NE 122nd Avenue Portland, OR 97230						
AINW Job Classification	WSDOT Labor Classification Title	Direct Labor Hourly Billing Rate 2024 NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE	
Project Admin/Project Assistant/Research	Administrative Assistant 5	\$46.65	\$79.22	30.00%	\$139.87	
PM/Senior Architectural Historian	Deputy	\$60.50	\$102.74		\$181.39	
Officer/Senior Archaeologist	Director	\$82.00	\$139.25		\$245.85	
Supervising Archaeologist	Environmental Planner 2	\$45.00	\$76.42		\$134.92	
APM/PM/Senior Archaeologist	Environmental Planner 5	\$73.60	\$124.99		\$220.67	
Staff Archaeologist	Environmental Specialist 3	\$36.50	\$61.98		\$109.43	
Architectural Historian	Environmental Specialist 5	\$43.27	\$73.48		\$129.73	
GIS-Graphics Senior Level Staff	Senior Graphic Designer	\$63.60	\$108.01		\$190.69	
Archaeological Assistant	Transportation Planning Technician 1	\$20.00	\$33.96		\$59.96	
Blank	Blank		\$0.00		\$0.00	
	9/12/2024		\$0.00		\$0.00	



Development Division
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PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 30, 2024

Archaeological Investigations Northwest, Inc.
3510 NE 122nd Ave
Portland, OR 97230

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Bill Parietti:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 169.82%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey
Schatzie Harvey (Aug 30, 2024 12:51 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

EXHIBIT B - Lasher Street Improvement Fee Estimation

CWE Project #: Wallis-6-01-1

Staff Role/Title:		Principal Engineer	Senior Project Engineer/Geologist	Project Engineer/Geologist 1	Project Manager Special Inspections	Project Manager Laboratory	Special Inspector Structural Welding	Special Inspector Reinforced Concrete	Senior Technical Editor	Administrative Services	Subcontracted Services	TOTALS
Hourly Rate:		\$228.95	\$193.63	\$125.99	\$153.08	\$167.48			\$102.05	\$96.25		
Task ID	Task Description	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mileage	TOTALS
1	Geotechnical Field Investigation											
1.1	Geologic research, literature review, map review, site soil research, data collection	1	2		0	0	0	0	0	0	-	-
1.2	Field Site Recon, site walk, pictures, visual assessment, mark proposed boring locations	0	2	0	0	0	0	0	0	0	-	-
1.3	Confirm Utility Locate Markings for proposed exploration locations	0	2	0	0	0	0	0	0	0	-	-
1.4	Conduct infiltration testing within boring explorations	0	0	0	0	0	0	0	0	0	-	-
1.5	Soil boring logging, sample collection, field testing, data collection, sample log in	0	0	20	0	0	0	0	0	0	-	-
1.6	Vehicle Fee (mileage)	0	0	0	0	0	0	0	0	0	\$293	-
	Total Task 1 Hours:	1	6	20	0	0	0	0	0	0	0	27
	Total Task 1 Cost:	\$228.95	\$1,161.78	\$2,511.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$293.00	\$4,195.53
2	Subcontractor Exploration Services											
2.1	SUBCONTRACTED - Soil boring drilling services (SPT)	0	0	0	0	0	0	0	0	0	\$8,158	-
2.2	SUBCONTRACTED - Traffic Control Services	0	0	0	0	0	0	0	0	0	\$3,025	-
2.3	SUBCONTRACTED - Utility Locator	0	0	0	0	0	0	0	0	0	\$500	-
	Total Task 2 Hours:	0	0	0	0	0	0	0	0	0	-	-
	Total Task 2 Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,683.00	\$11,683.00
3	Engineering Calculations and Design Recommendations											
3.1	Soil infiltration rate calculations.	0	4	0	0	0	0	0	0	0	-	-
3.2	Site grading, subgrade preparation and fill placement recommendations.	0	0	0	0	0	0	0	0	0	-	-
3.3	Laboratory analysis results review and interpretation.	0	0	0	0	0	0	0	0	0	-	-
3.4	Geotechnical analysis, soil strength, design recommendations.	2	0	0	0	0	0	0	0	0	-	-
	Total Task 3 Hours:	2	4	0	0	0	0	0	0	0	-	6
	Total Task 3 Cost:	\$457.91	\$774.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,232.43
4	Site Investigation Laboratory Analysis											
4.1	Unconfined Compression Test (2)	0	0	0	0	1	0	0	0	0	\$450	-
4.2	Moisture Content (4)	0	0	0	0	0	0	0	0	0	\$160	-
4.3	Atterberg Limits (2)	0	0	0	0	0	0	0	0	0	\$370	-
4.4	Percent Passing No 200 by Washing (2)	0	0	0	0	0	0	0	0	0	\$210	-
	Total Task 4 Hours:	0	0	0	0	1	0	0	0	0	-	1
	Total Task 4 Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$167.48	\$0.00	\$0.00	\$0.00	\$0.00	\$740.00	\$907.48
5	Geotechnical Report Preparation											
5.1	Report Preparation.	2	10	1	0	0	0	0	3	0	-	-
5.2	Site and Soils Research	0	0	1	0	0	0	0	0	0	-	-
5.3	Drafting of figures, exploration logs, photo logs, etc.	0	0	1	0	0	0	0	0	0	-	-
5.4	Administrative	0	0	0	0	0	0	0	0	0	-	-
	Total Task 5 Hours:	2	10	3	0	0	0	0	3	0	-	18
	Total Task 5 Cost:	\$457.91	\$1,936.30	\$376.77	\$0.00	\$0.00	\$0.00	\$0.00	\$306.15	\$0.00	\$0.00	\$3,077.13
	Total Summary of Hours:	5	20	23	0	1	0	0	3	0	-	52
	Total Summary of Cost:	\$1,144.77	\$3,872.60	\$2,888.57	\$0.00	\$167.48	\$0.00	\$0.00	\$306.15	\$0.00	\$13,166.00	\$21,545.57



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 8, 2024

Columbia West Engineering, Inc
11917 NE 95th Street
Vancouver, Washington 98682

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 142.14%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Aug 8, 2024 09:29 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb



							Total
							Cost
		Biologist V	Graphics Manager	Professional Biologist	Project Coordinator III	ELS Labor	
		\$131.80	\$140.04	\$169.61	\$115.15		
Task 4	Permitting and Environmental Documentation					\$ -	\$ -
4.1	ESA Biological Assessment	4	15	36		\$ 8,733.80	\$ 8,733.80
4.2	Funding Agency Coordination			12		\$ 2,035.31	\$ 2,035.31
4.3	HUD Environmental Review	3	2	21		\$ 4,237.28	\$ 4,237.28
4.4	HUD Environmental Assessment (contingency)	2	8	26		\$ 5,793.80	\$ 5,793.80
4.5	WSDOT Environmental Classification Summary	3	2	25		\$ 4,915.72	\$ 4,915.72
4.6	WSDOT Environmental Assessment (contingency)	5	8	22		\$ 5,510.75	\$ 5,510.75
	TASK 4 SUBTOTAL	17	35	142	0	\$ 31,226.66	\$ 31,226.66
	Project Subtotal	17	35	142	0	\$ 31,226.66	\$ 31,226.66

FEE SUMMARY	
ELS Labor	\$ 31,226.66
<i>(M) = Mileage at current IRS Rate</i>	
TOTAL BUDGET	\$ 31,226.66

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: 2024
 Ecological Land Services, Inc. 1157 3rd Ave Ste 220A Longview, WA 98632

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		181.21%	30.00%	
Biologist Entry Level	\$ 24.50	\$44.40	\$7.35	\$76.25
Biologist I	\$ 27.50	\$49.83	\$8.25	\$85.58
Biologist II	\$ 30.25	\$54.82	\$9.08	\$94.14
Biologist III	\$ 33.75	\$61.16	\$10.13	\$105.03
Biologist IV	\$ 37.50	\$67.95	\$11.25	\$116.70
Biologist V	\$ 42.35	\$76.74	\$12.71	\$131.80
Field Director	\$ 30.67	\$55.58	\$9.20	\$95.45
Field Technician I	\$ 22.00	\$39.87	\$6.60	\$68.47
Field Technician II	\$ 24.00	\$43.49	\$7.20	\$74.69
Field Technician III	\$ 25.00	\$45.30	\$7.50	\$77.80
Field Technician IV	\$ 27.00	\$48.93	\$8.10	\$84.03
Graphics Manager	\$ 45.00	\$81.54	\$13.50	\$140.04
Graphics Professional	\$ 39.00	\$70.67	\$11.70	\$121.37
Graphics Technician I	\$ 23.50	\$42.58	\$7.05	\$73.13
Graphics Technician II	\$ 25.50	\$46.21	\$7.65	\$79.36
Graphics Technician III	\$ 27.50	\$49.83	\$8.25	\$85.58
Graphics Technician IV	\$ 33.00	\$59.80	\$9.90	\$102.70
Graphics Technician V	\$ 37.50	\$67.95	\$11.25	\$116.70
Operations Coordinator	\$ 44.00	\$79.73	\$13.20	\$136.93
President	\$ 71.00	\$128.66	\$21.30	\$220.96
Professional Biologist	\$ 54.50	\$98.76	\$16.35	\$169.61
Project Coordinator I	\$ 23.00	\$41.68	\$6.90	\$71.58
Project Coordinator II	\$ 26.50	\$48.02	\$7.95	\$82.47
Project Coordinator III	\$ 37.00	\$67.05	\$11.10	\$115.15

Revised 6/12/2024



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 6, 2024

Ecological Land Services, Inc.
1157 3rd Ave, Suite 220A
Longview, WA 98632

Subject: Acceptance FYE 2023 ICR - Risk Assessment Review - Local Agency ONLY

Dear Julie Hodges:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 181.21 %. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Jun 6, 2024 14:05 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO



Lasher Street Survey Estimate

Job Classification	Hours	Rate	Total
Task 1 Base Map			
Project Surveyor	50	\$ 150.00	\$ 7,500.00
Field Crew Party Chief	40	\$ 150.00	\$ 6,000.00
Field Crew Chain Person	40	\$ 75.00	\$ 3,000.00
			\$ 16,500.00
Task 2 Legal Descriptions (15)			
Project Surveyor	30	\$ 150.00	\$ 4,500.00
Field Crew Party Chief		\$ 150.00	\$ -
Field Crew Chain Person		\$ 75.00	\$ -
			\$ 4,500.00
Project Total			\$ 21,000.00

June 24, 2024

Cindy Halcumb, Owner
KCD, LLC dba KC Development
PO Box 398
Camas, WA 98607-0054

Re: KCD, LLC dba KC Development
Safe Harbor Indirect Cost Rate Extension

Dear Cindy:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for KC Development in May 2018. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. KC Development opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for KC Development.

KC Development agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File



Project Budget Estimate
Stevenson: Lasher Street Improvements
 Street Lighting

Date: 8/30/2024

LANCASTER MOBLEY			
Principal In Charge/ QA/QC Reviewer	Transportation Engineer	ESTIMATED TOTAL COST	
\$133.68	\$116.25		
Project Tasks & Estimated Personnel Hours			
Task 1: Site Visit & Coordination of Design Alternatives			
Site visit and coordination with project team and City on lighting options	6	8	\$1,732.08
Task 2: 30% Design Drawings & Cost Estimate			
Preparation and submittal of concept plans (30%)	5	16	\$2,528.40
Task 3: 90% Design Drawings & Cost Estimate			
Preparation and submittal of preliminary plans (90%) including special provisions	8	18	\$3,161.94
Task 4: 100% Design Drawings & Cost Estimate			
Preparation and submittal off final plans, special provisions, and cost estimate	4	11	\$1,813.47
Hours Subtotal	23	53	-
Cost Subtotal	\$3,075	\$6,161	\$9,235.89
Reimbursables Subtotal			\$0.00
TOTAL COST ESTIMATE			\$9,235.89



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 14, 2024

Elizabeth Shumaker
Mobley Engineering, LLC dba Lancaster Mobley
1130 SW Morrison St. Ste 318
Portland, OR 97205

Re: Mobley Engineering, LLC dba Lancaster Mobley
Safe Harbor Indirect Cost Rate Addendum

Dear Elizabeth:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to August 18, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya, MS 47323
File



Todd Prager & Associates_{LLC}

Lasher Street Arborist Estimate

Job Classification	Hours	Rate	Total
Tree Assesment			
Principle consulting arborist		\$225.00	\$ -
Senior associate consulting arborist	30	\$225.00	\$ 6,750.00
Associate consulting arborist		\$225.00	\$ -
Administrative Support		\$87.50	\$ -
Mileage @IRS Rate	1	\$150.000	\$ 150.00
			\$ 6,900.00
Project Total			\$ 6,900.00



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 14, 2024

Todd Prager
Todd Prager & Associates, LLC
601 Atwater Road
Lake Oswego, OR 97034

Re: Todd Prager & Associates, LLC
Safe Harbor Indirect Cost Rate Addendum

Dear Todd:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to September 25, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Stevenson
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Wallis Engineering, PLLC

whose address is

215 W. 4th Street, Suite 200, Vancouver, WA 98660

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Wallis Engineering, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Stevenson

I hereby certify that I am the:

Other

of the City of Stevenson, and Wallis Engineering, PLLC

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Wallis Engineering, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Wallis Engineering, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Lasher Street Improvement * are accurate, complete, and current as of September 16, 2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Wallis Engineering, PLLC

Signature

Principal Engineer
Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Washington Gorge Action Programs
Skamania County Housing Programs
 Aug-2024
 Submitted by Curt Gray

Rental Assistance

Outputs

	July
Number of households served	19
Number of individuals within those households	31
Total Number of bed nights provided	961

Housing and Essential Needs

Outputs

	July
Number of individuals served with Housing/Utilities	5
Number of individuals served with Essential Needs	18
Total Number of bed nights provided	155

Permanent Support Housing

	July
Number of individuals obtained employment	0
Number of individuals increasing their income	1
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	0
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	2
Number of individuals completed Life Skills meeting	2
Number of individuals denied services	2

Outputs PSH

	July
Number of households served	2
Number of individuals within those households	2

Shelter

The shelter is open to individuals and families who are homeless. They are required to look for permanent housing during their stay.

Outputs

	July
Number of households served	6
Number of individuals within those households	8
Total Number of bed nights provided	122

Total Outcomes for all Programs

	July
Number of individuals obtained employment	2
Number of individuals increasing their income	4
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	0
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	30
Number of individuals completed Life Skills meeting	23
Number of individuals denied services	2

Success Stories

July 2024:

1. Two (2) shelter residents obtained employment.

Washington Gorge Action Programs
Skamania County Housing Programs
 Sep-2024
 Submitted by Curt Gray

Rental Assistance

Outputs

	Aug
Number of households served	13
Number of individuals within those households	16
Total Number of bed nights provided	496

Housing and Essential Needs

Outputs

	Aug
Number of individuals served with Housing/Utilities	5
Number of individuals served with Essential Needs	15
Total Number of bed nights provided	155

Permanent Support Housing

	Aug
Number of individuals obtained employment	1
Number of individuals increasing their income	2
Number of individuals retained employment for 90 days or more	0
Number of HH removed Barriers that hindered individuals in obtaining job	1
Number of HH moved into affordable permanent housing	1
Number of HH Received referral to mainstream resources	2
Number of individuals completed Life Skills meeting	1
Number of individuals denied services	0

Outputs PSH

	Aug
Number of households served	0
Number of individuals within those households	0

Shelter

The shelter is open to individuals and families who are homeless. They are required to look for permanent housing during their stay.

Outputs

	Aug
Number of households served	4
Number of individuals within those households	4
Total Number of bed nights provided	105

Total Outcomes for all Programs

	Aug
Number of individuals obtained employment	2
Number of individuals increasing their income	2
Number of individuals retained employment for 90 days or more	1
Number of HH removed Barriers that hindered individuals in obtaining job	0
Number of HH moved into affordable permanent housing	0
Number of HH Received referral to mainstream resources	32
Number of individuals completed Life Skills meeting	24
Number of individuals denied services	2

Success Stories

August 2024:

1. Two clients exited our housing programs having found permanent housing: one (1), using a HUD voucher; one (1) obtaining housing independently.

DRAFT Minutes
Stevenson Planning Commission Meeting
Monday, June 10, 2024
6:00 PM

Planning Commission Chair Breckel called the meeting to order at 6:02 p.m. A quorum was present.

MEMBERS PRESENT

PC Chair Jeff Breckel; Commissioner Anne Keesee. Commissioner Charlie Hales, Commissioner Auguste Zettler, Commissioner Tony Lawson.

STAFF PRESENT

Community Development Director Ben Shumaker, Planning & Public Works Assistant Tiffany Andersen

PUBLIC PRESENT

Mary Repar, Stevenson

A. Preliminary Matters

1. Public Comment Expectations

Shumaker explained use of tools for remote participants: *6 to mute/unmute & *9 to raise hand. Commenters must raise their hand and be acknowledged by the Chair. Individual comments may be limited to 3 minutes. Disruptive individuals may be required to leave the meeting. Persistent disruptions may result in the meeting being recessed and continued at a later date.

Shumaker requested to add Work Plan discussion to agenda.

The agenda was amended to add Work Plan discussion forward without objection.

2. Public Comment Period

(For items not located elsewhere on the agenda)

Mary Repar commented about discussion of Work Plan and how Planning Commission assists the City with good decision making. Repar commented on the splash pad addition to the Park Plaza Plan. She does not feel it is an appropriate addition due to the possible need of a chlorine bunker and the cost. **Repar** urged everyone to join the elementary school meeting to discuss options, instead of moving the school to Carson.

Breckel inquired if the Planning Commission has any role in the Parks Plan. He was informed they do not.

Discussion regarding closing the elementary school followed.

3. May 13, 2024 Minutes

The Planning Commission meeting minutes from May 13, 2024, were approved unanimously as presented.

B. No New Business

C. Old Business

4. Conditional Use Permit Request (CUP2024-01 Stepping Stones Preschool Update)

Shumaker updated Planning Commission on a decision the River Church made after the Planning Commission's findings and determination. **Glenn Daman**, the pastor of The River Church, decided to withdraw the initial Conditional Use application. The Church will submit a new application, with legal counsel, stating religious freedoms. Staff met with **Daman** to review scenarios and informed him of the option to have their request heard by the Hearing Examiner, who is a trained Land Use attorney and is able to hear any quasi-judicial decision. The course would be to present to City Council, providing the same public notice as original application process. Public would be given opportunity to voice opposition or support. **Shumaker** asked if the Planning Commission would like to submit anything new to Committee.

Breckel and **Hales** believe the new application should come back to the Planning Commission for deliberation. Each believes this is a policy/code call and are reluctant to turn over to Hearing Examiner. **Lawson** asked if Planning Commission is allowed to consider religious reasons. **Breckel** sighted code and regulations as the rejection determination, not religious. More to come when applicant submits new documentation.

D. Discussion

5. Work Plan

Shumaker At the beginning of the year a Planning Commission Work Plan was established. The Zoning and Flood Plain updates have been completed. Planning Commission will look to complete a comp plan. The Parking study is still being updated. The next move is to address the Annexation policy and begin discussion on the updated zoning map. Parking and Annexation are being worked on through their respective sub committees. There is currently no subcommittee for zoning. **Shumaker** informed Commissioners it is grant writing season. Staff are typically very busy during this phase of the year, but he is working on a Tree Preservation Plan. This plan entails working with the PUD regarding utility conflicts and underground utilities. The goal is tree preservation. The hope is to remove utility lines and place them underground. This approach is to save trees and reduce fire hazards. Planning is currently working with the Department of Natural Resources to develop the overall scope for possible Planning Commission involvement.

6. Staff & Commission Reports

Shumaker presented brief updates on the following items:

Critical Areas Update Ordinance regulations, to further protect critical areas, have been rolled out by Ecology and Fish and Wildlife. City must update current ordinance by mid-2026. Staff will review

ordinance for consistency with new, best available science.

Shumaker will work to provide the ordinance in the second half of the year. Requests to bring to Planning Commission once complete, with no sub-committee required.

Annexation Hales is hoping the updated zoning map is presented to Planning Commission within the next 6 months. They are waiting on the sewer policy to be worked out in order to complete their work.

Online Planning Permitting City Council approved the addition of Planning/Land Use and Code Enforcement to our online permitting system, Cloudpermit. Will be working with Cloudpermit staff to initiate Planning's online portal.

Lasher Street Shumaker summarized the project as addressing a low-income housing complex in the heart of Stevenson lacks basic services related to fire hydrant coverage, emergency vehicle turnaround and sidewalks. The City is moving this project forward.

Affordable Housing Repar suggested the Planning Commission have a serious discussion about how to mitigate climate change, as the City does not currently have a definition. This segued into the question of how Planning Commission would like to address Affordable Housing. **Repar** asked if Planning Commission will look to make policy changes. **Hales** asked if ADU requirements need to be re-examined or refreshed. **Shumaker** pointed to the City Council who is looking to move the needle on Affordable Housing with the assistance of Washington Gorge Action Programs and the County to address housing issues. Action items have been taken, such as increased cap of multi-density, providing flexibility to allow townhomes.

7. Thought of the Month

Shumaker recommended visiting the two websites suggested regarding broadband and ADU naming.

8. Adjournment

PC Chair Breckel declared the meeting adjourned at 7:32 p.m.

Minutes recorded by Tiffany Andersen.

**MEMORANDUM
COMMUNICATION BETWEEN STAFF AND COUNCIL MEMBERS**

To: City Council/Mayor

From: Robert C. Muth, City Attorney

Date: September 16, 2024

RE: Council Member's Roles and Responsibilities

This memorandum is a reminder to all Council members as to their role as elected legislators. I hope everyone will remember from *School House Rock*® of the three branches of government and their respective roles to afford the necessary checks and balances to government activities. The idea of checks and balances was first proposed by the Greek statesman, Polybius. During the Age of Enlightenment, French philosopher, Baron de Montesquieu, in *The Spirit of Laws*, discussed the need for the separation of powers to prevent despotism. Separation of such powers is necessary to a functioning municipality.

Local legislative authority afforded to a City Council is generally limited to what the state specifically grants to the city. However, in the City of Stevenson, as a code city, there are more powers afforded the municipality called "home rule" which allow for the council to exercise authority not specifically granted by the state, provided the state has not specifically prohibited the power/right from the local authority. In short, the Council is a legislative body which creates ordinances and adopts resolutions to assist the city in operating as a whole and productive municipality.

The legislative role is juxtaposed against the mayor's role as the Chief Executive. Policies – i.e., ordinances and resolutions - created by the Council are separate from the administration or enforcement of those policies and regulations. All administrative authority is vested in the office of the mayor, not the Council. In short, codes and ordinances are policy, while enforcement of those codes and ordinances is the responsibility of the executive branch, not the Council. With respect to building and development projects, the Council will create codes and adopt a comprehensive plan which become policy for the city; the actual implementation/issuance of permits or administration of the work to implement those policies is left to the executive branch.

The City of Stevenson has adopted a City Council Rules of Procedure for how the Council is to interact with the city staff employees. Section 13 of the Rules of Procedure expressly states: **Council Members shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City permits. Nor shall any individual Council Member interfere with the operating rules and practices of any City Department. No individual Council Member shall direct the City Administrator to initiate any action or prepare any report that is significant in nature or initiate any significant project or study without the consent of a majority of the Council.**

These restrictions are here for a particularly important reason. RCW 35A.12.100, in code cities with city managers such as Stevenson, prohibits city council interference with city administration. “The mayor shall be the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads. The mayor may appoint and remove a chief administrative officer or assistant administrative officer, if so, provided by ordinance or charter. He or she shall see that all laws and ordinances are faithfully enforced, and that law and order is maintained in the city and **shall have general supervision of the administration of city government and all city interests.** All official bonds and bonds of contractors with the city shall be submitted to the mayor or such person as he or she may designate for approval or disapproval. He or she shall see that all contracts and agreements made with the city or for its use and benefit are faithfully kept and performed, and to this end he or she may cause any legal proceedings to be instituted and prosecuted in the name of the city, subject to approval by majority vote of all members of the council.”

There is no legitimate avenue for any Council member to contact staff directly either to discuss or advocate for any citizen who has business with the city. Without the proper communications, individual Council members who interject themselves into the general supervision of the administration of city government expose both the city and the individual council members to legal exposure. Such conduct endangers taxpayer dollars and will cause a significant increase in the city’s insurance expenses. An overreaching result is also to create a difficult/hostile work environment within the city staff who does not answer directly to Council members.

When a Council member injects himself/herself into the executive process, they are doing so on behalf of a resident. First, and foremost, a single Council member may not under any circumstances take a position they are acting for Council – by involving yourself in the day-to-day operations without a Resolution expressly authorizing the individual Council member to act, the Council member is exceeding his/her authority.

Furthermore, and more importantly when a Council member advocates for a change or different interpretation of the implementation of an ordinance or code, the Council member is in violation of RCW 42.23.070(1) – “No municipal officer may use his or her position to secure special privileges or exemptions for himself, herself, or others.” This is an absolute prohibited act by any Council member.

Should Council members continue to advocate directly to staff on behalf of residents, the city is at risk financially. This risk is avoidable with compliance with the city’s published Rules of Procedure and the existing statutes in the revised code of Washington. Staff will be provided with a template email in response to any direct inquiry from a Council member to re-direct any such communication to the Mayor and/or City Manager as required by the published and adopted Rules of Procedure.

When a council member attempts to interject themselves into any executive function, it opens the City up to liability and more importantly to personal liability to the council member who has chosen to interject themselves into the process. The Washington Supreme Court has held

members of a city council do not have absolute legislative immunity on section 1983 claims and can be held personally liable. *Missing Springs, Inc. v. City of Spokane*, 134 Wash. 947 (1998). In *Mission Springs*, the Supreme Court found the City Attorney had provided well founded advice to the Council on how to conduct themselves, and the Council disregarded the advice, make the individual council members liable personally for their actions in interfering with code enforcement and processing of applications. RCW 64.40.020 creates a cause of action for damages to obtain relief from acts of an agency which are arbitrary, capricious, unlawful, or exceed lawful authority. A county is an agency for the purpose of this statute. RCW 64.40.010(1). “[C]onclusory action taken without regard to the surrounding facts and circumstances is arbitrary and capricious...” *Hayes v. City of Seattle*, 131 Wash.2d 706, 717–18 (1997).

When a council member takes a position contrary to the process in which staff is administering the application of a code or ordinance, the council member as exceeded his/her authority.

A similar result follows under the federal code 42 USC sec. 1983. Municipal liability for section 1983 purposes attaches when the municipality acts through official policy. *Monell v. Department of Soc. Servs.*, 436 U.S. 658, 98 S.Ct. 2018, 56 L.Ed.2d 611 (1978). An act undertaken by a municipal legislative body is an act of the municipality. Thus, the action of the Council is not only that of the individuals, but also the act of the municipality as well. Municipalities enjoy no qualified immunity from suit.

In sum, this memo is a reminder to Council members to cease direct communication with staff regarding any operating rules or practices of the city’s day to day operation. Council members are reminded their obligation is to make policy by passing legislation during public meetings. For day-to-day operations and policy implementation, the mayor and city manager are the “boss” and lead the city, all under the guidance of legislation passed/adopted by the Council in open session.

The city certainly hopes the Council members for the collective good will heed these restrictions and act in accordance with both state law as well as the City’s published rules of procedure.

Thank you.

TREASURER'S REPORT

Fund Totals

City Of Stevenson

Time: 17:16:54 Date: 09/19/2024

08/01/2024 To: 08/31/2024

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Expense Fund	1,727,029.17	78,671.63	149,184.31	1,656,516.49	3,692.76	23,091.03	0.00	1,683,300.28
010 General Reserve Fund	349,942.90	1,605.95		351,548.85	0.00	0.00	0.00	351,548.85
020 Fire Reserve Fund	1,937,322.84	33,305.11		1,970,627.95	0.00	0.00	0.00	1,970,627.95
030 ARPA	298,313.00	0.00	173,211.75	125,101.25	0.00	0.00	0.00	125,101.25
100 Street Fund	32,594.25	53,205.10	50,694.83	35,104.52	6,312.27	1,451.51	0.00	42,868.30
103 Tourism Promo & Develop Fund	1,492,481.90	100,309.95	232,694.74	1,360,097.11	10,000.00	3.76	0.00	1,370,100.87
105 Affordable Housing Fund	18,456.49	865.11		19,321.60	0.00	0.00	0.00	19,321.60
107 HEALing SCARS Fund	10,332.94	48.38		10,381.32	0.00	0.00	0.00	10,381.32
300 Capital Improvement Fund	288,047.08	14,035.35	34,081.34	268,001.09	0.00	0.00	0.00	268,001.09
311 First Street	-36,593.45	32,687.44	127,275.38	-131,181.39	0.00	0.00	0.00	-131,181.39
313 Park Plaza Fund	-200,813.11	200,813.11		0.00	0.00	0.00	0.00	0.00
314 Lasher Street Improv. Fund	0.00	1,393.90	1,393.90	0.00	0.00	0.00	0.00	0.00
400 Water/Sewer Fund	2,204,057.34	249,102.67	207,909.09	2,245,250.92	25,828.39	3,824.16	-3,604.97	2,271,298.50
406 Wastewater Short Lived Asset Res. Fund	87,116.00	21,779.00		108,895.00	0.00	0.00	0.00	108,895.00
408 Wastewater Debt Reserve Fund	61,191.00	0.00		61,191.00	0.00	0.00	0.00	61,191.00
410 Wastewater System Upgrades	-1,837,772.75	275,127.81	334,476.93	-1,897,121.87	0.00	0.00	0.00	-1,897,121.87
415 Cascade Avenue Utility Improvements	-28,647.00	28,647.00		0.00	0.00	0.00	0.00	0.00
420 Cascade Avenue Mitigation Fund	19,550.00	0.00		19,550.00	0.00	0.00	0.00	19,550.00
500 Equipment Service Fund	-34,055.94	483,996.28	291,651.65	158,288.69	269.60	212.89	0.00	158,771.18
630 Stevenson Municipal Court	0.00	371.51	371.51	0.00	0.00	0.00	0.00	0.00
	6,388,552.66	1,575,965.30	1,602,945.43	6,361,572.53	46,103.02	28,583.35	-3,604.97	6,432,653.93

TREASURER'S REPORT

Account Totals

City Of Stevenson

08/01/2024 To: 08/31/2024

Time: 17:16:54 Date: 09/19/2024

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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	Checking	875,542.21	1,110,026.82	1,118,013.89	867,555.14	-511.77	74,686.37	941,729.74
10	Xpress Bill Pay	97,679.53	58,374.12	90,000.00	66,053.65	-3,093.20	0.00	62,960.45
11	Cash Drawer	100.00	0.00	0.00	100.00	0.00	0.00	100.00
12	Petty Cash	400.00	0.00	0.00	400.00	0.00	0.00	400.00
Total Cash:		973,721.74	1,168,400.94	1,208,013.89	934,108.79	-3,604.97	74,686.37	1,005,190.19
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	LGIP	2,756,769.43	12,632.82	0.00	2,769,402.25	0.00	0.00	2,769,402.25
6	US Bank Safekeeping	2,658,061.49	0.00	0.00	2,658,061.49	0.00	0.00	2,658,061.49
Total Investments:		5,414,830.92	12,632.82	0.00	5,427,463.74	0.00	0.00	5,427,463.74
		6,388,552.66	1,181,033.76	1,208,013.89	6,361,572.53	-3,604.97	74,686.37	6,432,653.93

TREASURER'S REPORT
Fund Investments By Account

City Of Stevenson

Time: 17:16:54 Date: 09/19/2024
Page: 3

08/01/2024 To: 08/31/2024

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Expense Fund	669,215.11		3,066.66	3,066.66		672,281.77
010 000 General Reserve Fund	127,928.72		586.23	586.23		128,514.95
020 000 Fire Reserve Fund	870,108.81		3,987.25	3,987.25		874,096.06
100 000 Street Fund	13,875.77		63.58	63.58		13,939.35
103 000 Tourism Promo & Develop Fund	660,681.98		3,027.56	3,027.56		663,709.54
105 000 Affordable Housing Fund	4,051.09		18.56	18.56		4,069.65
107 000 HEALing SCARS Fund	142.37		0.65	0.65		143.02
300 000 Capital Improvement Fund	189,048.65		866.31	866.31		189,914.96
400 000 Water/Sewer Fund	221,716.93		1,016.02	1,016.02		222,732.95
5 - LGIP	<u>2,756,769.43</u>	<u>0.00</u>	<u>12,632.82</u>	<u>12,632.82</u>		<u>2,769,402.25</u>
001 000 General Expense Fund	815,791.93					815,791.93
010 000 General Reserve Fund	217,710.22					217,710.22
020 000 Fire Reserve Fund	921,858.96					921,858.96
100 000 Street Fund	15,441.74					15,441.74
103 000 Tourism Promo & Develop Fund	605,162.79					605,162.79
105 000 Affordable Housing Fund	14,405.40					14,405.40
107 000 HEALing SCARS Fund	10,190.57					10,190.57
300 000 Capital Improvement Fund	57,499.88					57,499.88
6 - US Bank Safekeeping	<u>2,658,061.49</u>	<u>0.00</u>	<u>0.00</u>			<u>2,658,061.49</u>
	<u>5,414,830.92</u>	<u>0.00</u>	<u>12,632.82</u>	<u>12,632.82</u>		<u>5,427,463.74</u>

TREASURER'S REPORT

Fund Investment Totals

City Of Stevenson

08/01/2024 To: 08/31/2024

Time: 17:16:54 Date: 09/19/2024

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Expense Fund	1,485,007.04		3,066.66	3,066.66		1,488,073.70	168,442.79
010 General Reserve Fund	345,638.94		586.23	586.23		346,225.17	5,323.68
020 Fire Reserve Fund	1,791,967.77		3,987.25	3,987.25		1,795,955.02	174,672.93
030 ARPA						0.00	125,101.25
100 Street Fund	29,317.51		63.58	63.58		29,381.09	5,723.43
103 Tourism Promo & Develop Fund	1,265,844.77		3,027.56	3,027.56		1,268,872.33	91,224.78
105 Affordable Housing Fund	18,456.49		18.56	18.56		18,475.05	846.55
107 HEALing SCARS Fund	10,332.94		0.65	0.65		10,333.59	47.73
300 Capital Improvement Fund	246,548.53		866.31	866.31		247,414.84	20,586.25
311 First Street						0.00	-131,181.39
400 Water/Sewer Fund	221,716.93		1,016.02	1,016.02		222,732.95	2,022,517.97
406 Wastewater Short Lived Asset Res. Fund						0.00	108,895.00
408 Wastewater Debt Reserve Fund						0.00	61,191.00
410 Wastewater System Upgrades						0.00	-1,897,121.87
420 Cascade Avenue Mitigation Fund						0.00	19,550.00
500 Equipment Service Fund						0.00	158,288.69
	<u>5,414,830.92</u>		<u>12,632.82</u>	<u>12,632.82</u>		<u>5,427,463.74</u>	<u>934,108.79</u>

Ending fund balance (Page 1) - Investment balance = Available cash.

6,361,572.53

TREASURER'S REPORT

Outstanding Vouchers

08/01/2024 To: 08/31/2024

As Of: 08/31/2024 Date: 09/19/2024

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City Of Stevenson

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	2172	08/31/2024	Util Pay	1		Xpress Billpay	176.29	Xpress Import - CC - 08-30-2024__daily_batch.csv
2024	2176	08/31/2024	Util Pay	1		Xpress Billpay	335.48	Xpress Import - CC - 08-31-2024__daily_batch.csv
Receipts Outstanding:							511.77	
2024	2162	08/31/2024	Payroll	1	EFT	EFTPS Tax Payment	27,580.20	941 Deposit for Pay Cycle(s) 08/31/2024 - 08/31/2024
2024	2160	08/31/2024	Payroll	1	EFT	Colonial Life	110.97	Pay Cycle(s) 08/31/2024 To 08/31/2024 - Disability; Pay Cycle(s) 08/31/2024 To 08/31/2024 - Life Insurance
2023	3215	12/11/2023	Payroll	1	17420	Sean M Hietpas	814.53	2023 Volunteer FF Pay
2023	3219	12/11/2023	Payroll	1	17424	Jacob Ledesma	9.23	2023 Volunteer FF Pay
2024	1605	06/28/2024	Payroll	1	17911	WGAP Washington Gorge Action Program	68.42	Pay Cycle(s) 06/30/2024 To 06/30/2024 - Food Bank
2024	2030	08/22/2024	Claims	1	17980	Association of WA Cities	17,305.00	AWC Geographic Information Systems Annual Fee
2024	2032	08/22/2024	Claims	1	17982	Azteca Systems Holdings, LLC	616.00	Cityworks Sales Tax not included in Quote - 38458-1
2024	2034	08/22/2024	Claims	1	17984	Big T'S	57.00	1663.1 - 73 NWFIRST STREET
2024	2036	08/22/2024	Claims	1	17986	CenturyLink	167.54	July 2024 Statement; July 2024 Statement Kanaka
2024	2038	08/22/2024	Claims	1	17988	City of Hood River	11,243.99	Sludge Hauling April-June 2024
2024	2041	08/22/2024	Claims	1	17991	Cliff Coulter Law Firm LLC	382.50	Court Appointed Attorney Costs
2024	2043	08/22/2024	Claims	1	17993	CAT Columbia Area Transit	10,000.00	2024 TAC Contract
2024	2059	08/22/2024	Claims	1	18009	Valerie F Hoy	152.94	FD Snacks for Trucks
2024	2070	08/22/2024	Claims	1	18020	One Call Concepts Inc	33.93	July 2024 Statement
2024	2079	08/22/2024	Claims	1	18029	Skamania County Prosecutor	1,500.00	August 2024 Prosecuting Attorney Fees
2024	2085	08/22/2024	Claims	1	18035	US Bank Safekeeping	32.00	July 2024 US Bank Safekeeping Service Fees
2024	2087	08/22/2024	Claims	1	18037	US Bank	3,224.46	July 2024 Statement Card 4631; July 2024 Statement Card 8023; July 2024 Statement Card 2311
2024	2088	08/22/2024	Claims	1	18038	Verizon Wireless	164.21	July 2024 Cell Phone Charges
2024	2092	08/22/2024	Claims	1	18042	Washington Department of Transportation	398.31	1st Street Pedestrian Signs
2024	2093	08/22/2024	Claims	1	18043	Wave Division Holdings LLC	825.14	WTP Statement 07/20/2024; WWTP Statement 08/01/2024; July 2024 Statement City Hall Internet; July 2024 Statement
							74,686.37	
2024	2170	08/31/2024	Util Pay	10		Xpress Billpay	200.00	Xpress Import - iPay - 08-29-2024__daily_batch.csv
2024	2171	08/31/2024	Util Pay	10		Xpress Billpay	70.34	Xpress Import - CheckFree - 08-29-2024__daily_batch.csv
2024	2173	08/31/2024	Util Pay	10		Xpress Billpay	1,025.58	Xpress Import - EFT - 08-30-2024__daily_batch.csv
2024	2174	08/31/2024	Util Pay	10		Xpress Billpay	167.00	Xpress Import - Metavante - 08-30-2024__daily_batch.csv
2024	2175	08/31/2024	Util Pay	10		Xpress Billpay	200.00	Xpress Import - iPay - 08-30-2024__daily_batch.csv
2024	2177	08/31/2024	Util Pay	10		Xpress Billpay	1,430.28	Xpress Import - EFT - 08-31-2024__daily_batch.csv

TREASURER'S REPORT

Outstanding Vouchers

08/01/2024 To: 08/31/2024

As Of: 08/31/2024 Date: 09/19/2024

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City Of Stevenson

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
Receipts Outstanding:							3,093.20	
							74,686.37	

Fund	Claims	Payroll	Total
001 General Expense Fund	3,692.76	23,091.03	26,783.79
100 Street Fund	6,312.27	1,451.51	7,763.78
103 Tourism Promo & Develop Fund	10,000.00	3.76	10,003.76
400 Water/Sewer Fund	25,828.39	3,824.16	29,652.55
500 Equipment Service Fund	269.60	212.89	482.49
	46,103.02	28,583.35	74,686.37

TREASURER'S REPORT

Signature Page

City Of Stevenson

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08/01/2024 To: 08/31/2024

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We the undersigned officers for the City of Stevenson have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
City Administrator / Date Deputy Clerk-Treasurer / Date

2024 BUDGET POSITION

City Of Stevenson

Time: 17:15:32 Date: 09/19/2024

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001 General Expense Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
100 Unreserved	1,499,109.80	1,499,109.80	0.00	100.0%
102 Unemployment Reserve	33,414.00	33,414.00	0.00	100.0%
104 Custodial Reserve	51,135.13	51,135.13	0.00	100.0%
308 Beginning Balances	1,583,658.93	1,583,658.93	0.00	100.0%
311 Property Tax	551,865.92	348,630.29	203,235.63	63.2%
313 Sales Tax	480,000.00	280,510.04	199,489.96	58.4%
316 Utility Tax	32,000.00	43,722.23	(11,722.23)	136.6%
317 Other Tax	16,000.00	23,575.82	(7,575.82)	147.3%
310 Taxes	1,079,865.92	696,438.38	383,427.54	64.5%
321 Licenses	2,900.00	5,240.82	(2,340.82)	180.7%
322 Permits	0.00	5.00	(5.00)	0.0%
320 Licenses & Permits	2,900.00	5,245.82	(2,345.82)	180.9%
330 Grants	100,000.00	97,338.13	2,661.87	97.3%
335 State Shared	11,000.00	0.00	11,000.00	0.0%
336 State Entitlements, Impact Payments & Taxe	19,657.15	16,123.03	3,534.12	82.0%
337 Interlocal Loan Repayments	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	130,657.15	113,461.16	17,195.99	86.8%
341 Admin, Printing & Probation Fees	305,156.28	5,704.02	299,452.26	1.9%
342 Fire District 2	50,000.00	45,175.63	4,824.37	90.4%
345 Planning	4,500.00	2,555.00	1,945.00	56.8%
376 Parks	0.00	0.00	0.00	0.0%
340 Charges For Goods & Services	359,656.28	53,434.65	306,221.63	14.9%
350 Fines & Penalties	12,700.00	7,220.46	5,479.54	56.9%
000	0.00	50.00	(50.00)	0.0%
100 General Interest Income	5,500.00	37,665.48	(32,165.48)	684.8%
376 Parks	2,500.00	1,860.00	640.00	74.4%
360 Interest & Other Earnings	8,000.00	39,575.48	(31,575.48)	494.7%
380 Non Revenues	40,000.00	25,122.01	14,877.99	62.8%
390 Other Financing Sources	0.00	5,074.25	(5,074.25)	0.0%
Fund Revenues:	3,217,438.28	2,529,231.14	688,207.14	78.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
511 Legislative	37,000.00	18,566.81	18,433.19	50.2%
512 Judicial	60,510.00	66,848.20	(6,338.20)	110.5%
513 Executive	153,889.18	88,099.46	65,789.72	57.2%
514 Financial, Recording & Elections	149,965.57	95,770.20	54,195.37	63.9%
515 Legal Services	16,750.00	13,384.24	3,365.76	79.9%
517 Employee Benefit Programs	10,525.00	180.62	10,344.38	1.7%
518 Centralized Services	136,510.00	98,166.32	38,343.68	71.9%
521 Law Enforcement	278,860.00	211,977.42	66,882.58	76.0%
202 Fire Department	208,107.50	66,954.02	141,153.48	32.2%
203 Fire District 2	64,850.00	24,259.68	40,590.32	37.1%

2024 BUDGET POSITION

City Of Stevenson

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001 General Expense Fund Months: 01 To: 09

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 Fire Control	272,957.50	91,213.70	181,743.80	33.4%
524 Protective Inspections	2,000.00	3,200.00	(1,200.00)	160.0%
528 Dispatch Services	6,000.00	3,243.96	2,756.04	54.1%
553 Conservation	500.00	449.00	51.00	89.8%
550 Building	40,000.00	25,022.98	14,977.02	62.6%
560 Planning	299,398.75	131,788.72	167,610.03	44.0%
570 Economic Development	27,685.00	15,155.00	12,530.00	54.7%
558 Planning & Community Devel	367,083.75	171,966.70	195,117.05	46.8%
562 Public Health	10,000.00	0.00	10,000.00	0.0%
565 Welfare	10,000.00	6,667.00	3,333.00	66.7%
566 Substance Abuse	150.00	159.97	(9.97)	106.6%
573 Cultural & Community Activities	1,500.00	905.11	594.89	60.3%
576 Park Facilities	70,392.00	23,269.83	47,122.17	33.1%
580 Non Expenditures	0.00	(3,616.48)	3,616.48	0.0%
597 Interfund Transfers	65,000.00	25,000.00	40,000.00	38.5%
100 Unreserved	1,483,296.15	0.00	1,483,296.15	0.0%
102 Unemployment Reserve	33,414.00	0.00	33,414.00	0.0%
104 Custodial Reserve	51,135.13	0.00	51,135.13	0.0%
999 Ending Balance	1,567,845.28	0.00	1,567,845.28	0.0%
Fund Expenditures:	3,217,438.28	915,452.06	2,301,986.22	28.5%
Fund Excess/(Deficit):	0.00	1,613,779.08		

2024 BUDGET POSITION

City Of Stevenson

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010 General Reserve Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	344,042.65	344,042.65	0.00	100.0%
360 Interest & Other Earnings	0.00	7,506.20	(7,506.20)	0.0%
Fund Revenues:	344,042.65	351,548.85	(7,506.20)	102.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	344,042.65	0.00	344,042.65	0.0%
Fund Expenditures:	344,042.65	0.00	344,042.65	0.0%
Fund Excess/(Deficit):	0.00	351,548.85		

2024 BUDGET POSITION

City Of Stevenson

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020 Fire Reserve Fund		Months: 01 To: 09			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	1,902,519.12	1,902,519.12	0.00	100.0%	
360 Interest & Other Earnings	0.00	43,108.83	(43,108.83)	0.0%	
397 Interfund Transfers	25,000.00	25,000.00	0.00	100.0%	
Fund Revenues:	1,927,519.12	1,970,627.95	(43,108.83)	102.2%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
999 Ending Balance	1,927,519.12	0.00	1,927,519.12	0.0%	
Fund Expenditures:	1,927,519.12	0.00	1,927,519.12	0.0%	
Fund Excess/(Deficit):	0.00	1,970,627.95			

2024 BUDGET POSITION

City Of Stevenson

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030 ARPA		Months: 01 To: 09			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	298,313.00	298,313.00	0.00	100.0%	
330 Intergovernmental Revenues	0.00	0.00	0.00	0.0%	
Fund Revenues:	298,313.00	298,313.00	0.00	100.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
597 Interfund Transfers	298,313.00	173,211.75	125,101.25	58.1%	
999 Ending Balance	0.00	0.00	0.00	0.0%	
Fund Expenditures:	298,313.00	173,211.75	125,101.25	58.1%	
Fund Excess/(Deficit):	0.00	125,101.25			

2024 BUDGET POSITION

City Of Stevenson

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100 Street Fund		Months: 01 To: 09		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	81,567.58	81,567.58	0.00	100.0%
313 Sales Tax	458,000.00	260,525.46	197,474.54	56.9%
316 Utility Tax	70,000.00	53,041.04	16,958.96	75.8%
310 Taxes	528,000.00	313,566.50	214,433.50	59.4%
320 Licenses & Permits	600.00	2,017.00	(1,417.00)	336.2%
330 Grants	221,992.85	0.00	221,992.85	0.0%
336 State Entitlements, Impact Payments & Taxe	41,958.50	24,766.25	17,192.25	59.0%
330 Intergovernmental Revenues	263,951.35	24,766.25	239,185.10	9.4%
360 Interest & Other Earnings	0.00	1,391.89	(1,391.89)	0.0%
390 Other Financing Sources	0.00	7,528.44	(7,528.44)	0.0%
397 Interfund Transfers	40,000.00	0.00	40,000.00	0.0%
Fund Revenues:	914,118.93	430,837.66	483,281.27	47.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
542 Roadway	397,957.74	326,981.67	70,976.07	82.2%
543 Stormwater	34,330.00	27,109.28	7,220.72	79.0%
545 Lights, Signs, Paths, Landscaping	39,150.00	26,959.27	12,190.73	68.9%
546 Snow Removal	34,957.00	21,578.84	13,378.16	61.7%
542 Streets - Maintenance	506,394.74	402,629.06	103,765.68	79.5%
543 Streets Admin & Overhead	156,296.63	100,121.38	56,175.25	64.1%
544 Road & Street Operations	25,000.00	6,025.28	18,974.72	24.1%
566 Substance Abuse	0.00	118.14	(118.14)	0.0%
594 Capital Expenditures	145,000.00	0.00	145,000.00	0.0%
597 Interfund Transfers	0.00	0.00	0.00	0.0%
999 Ending Balance	81,427.56	0.00	81,427.56	0.0%
Fund Expenditures:	914,118.93	508,893.86	405,225.07	55.7%
Fund Excess/(Deficit):	0.00	(78,056.20)		

2024 BUDGET POSITION

City Of Stevenson

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103 Tourism Promo & Develop Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	1,384,100.01	1,384,100.01	0.00	100.0%
310 Taxes	487,190.00	384,726.29	102,463.71	79.0%
360 Interest & Other Earnings	0.00	34,429.99	(34,429.99)	0.0%
Fund Revenues:	1,871,290.01	1,803,256.29	68,033.72	96.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
573 Cultural & Community Activities	477,553.02	260,895.06	216,657.96	54.6%
594 Capital Expenditures	10,000.00	23,601.95	(13,601.95)	236.0%
597 Interfund Transfers	332,252.00	200,813.11	131,438.89	60.4%
999 Ending Balance	1,051,484.99	0.00	1,051,484.99	0.0%
Fund Expenditures:	1,871,290.01	485,310.12	1,385,979.89	25.9%
Fund Excess/(Deficit):	0.00	1,317,946.17		

2024 BUDGET POSITION

City Of Stevenson

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105 Affordable Housing Fund			Months: 01 To: 09	
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	17,455.62	17,455.62	0.00	100.0%
310 Taxes	5,000.00	1,657.62	3,342.38	33.2%
360 Interest & Other Earnings	0.00	208.36	(208.36)	0.0%
Fund Revenues:	22,455.62	19,321.60	3,134.02	86.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	22,455.62	0.00	22,455.62	0.0%
Fund Expenditures:	22,455.62	0.00	22,455.62	0.0%
Fund Excess/(Deficit):	0.00	19,321.60		

2024 BUDGET POSITION

City Of Stevenson

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107 HEALing SCARS Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	10,246.39	10,246.39	0.00	100.0%
360 Interest & Other Earnings	0.00	134.93	(134.93)	0.0%
Fund Revenues:	10,246.39	10,381.32	(134.93)	101.3%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	10,246.39	0.00	10,246.39	0.0%
Fund Expenditures:	10,246.39	0.00	10,246.39	0.0%
Fund Excess/(Deficit):	0.00	10,381.32		

2024 BUDGET POSITION

City Of Stevenson

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300 Capital Improvement Fund		Months: 01 To: 09			
Revenues	Amt Budgeted	Revenues	Remaining		
308 Beginning Balances	265,030.70	265,030.70	0.00	100.0%	
310 Taxes	20,000.00	32,354.42	(12,354.42)	161.8%	
360 Interest & Other Earnings	0.00	7,500.25	(7,500.25)	0.0%	
Fund Revenues:	285,030.70	304,885.37	(19,854.67)	107.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
597 Interfund Transfers	36,221.00	34,081.34	2,139.66	94.1%	
999 Ending Balance	248,809.70	0.00	248,809.70	0.0%	
Fund Expenditures:	285,030.70	34,081.34	250,949.36	12.0%	
Fund Excess/(Deficit):	0.00	270,804.03			

2024 BUDGET POSITION

City Of Stevenson

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311 First Street		Months: 01 To: 09		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	1,018,000.00	0.00	1,018,000.00	0.0%
397 Interfund Transfers	31,221.00	32,687.44	(1,466.44)	104.7%
Fund Revenues:	1,049,221.00	32,687.44	1,016,533.56	3.1%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	1,049,221.00	405,237.15	643,983.85	38.6%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	1,049,221.00	405,237.15	643,983.85	38.6%
Fund Excess/(Deficit):	0.00	(372,549.71)		

2024 BUDGET POSITION

City Of Stevenson

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312 Columbia Ave Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	(19,620.00)	(19,620.00)	0.00	100.0%
330 Intergovernmental Revenues	19,620.00	19,620.00	0.00	100.0%
Fund Revenues:	0.00	0.00	0.00	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	0.00	0.00	0.00	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	0.00	0.00	0.0%
Fund Excess/(Deficit):	0.00	0.00		

2024 BUDGET POSITION

City Of Stevenson

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313 Park Plaza Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	(82,612.07)	82,612.07	0.0%
330 Intergovernmental Revenues	50,000.00	0.00	50,000.00	0.0%
397 Interfund Transfers	332,252.00	200,813.11	131,438.89	60.4%
Fund Revenues:	382,252.00	118,201.04	264,050.96	30.9%
Expenditures	Amt Budgeted	Expenditures	Remaining	
576 Park Facilities	0.00	3,859.05	(3,859.05)	0.0%
594 Capital Expenditures	382,252.00	114,691.99	267,560.01	30.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	382,252.00	118,551.04	263,700.96	31.0%
Fund Excess/(Deficit):	0.00	(350.00)		

2024 BUDGET POSITION

City Of Stevenson

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314 Lasher Street Improv. Fund		Months: 01 To: 09		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
330 Intergovernmental Revenues	350,000.00	0.00	350,000.00	0.0%
397 Interfund Transfers	5,000.00	1,393.90	3,606.10	27.9%
Fund Revenues:	355,000.00	1,393.90	353,606.10	0.4%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	355,000.00	1,393.90	353,606.10	0.4%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	355,000.00	1,393.90	353,606.10	0.4%
Fund Excess/(Deficit):	0.00	0.00		

2024 BUDGET POSITION

City Of Stevenson

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400 Water/Sewer Fund		Months: 01 To: 09			
Revenues	Amt Budgeted	Revenues	Remaining		
400 Water/Sewer	1,050,601.86	1,050,601.86	0.00	100.0%	
401 Water	607,546.75	607,546.75	0.00	100.0%	
402 Sewer	247,035.18	247,035.18	0.00	100.0%	
308 Beginning Balances	1,905,183.79	1,905,183.79	0.00	100.0%	
343 Water	0.00	654.00	(654.00)	0.0%	
344 Sewer	0.00	354.00	(354.00)	0.0%	
320 Licenses & Permits	0.00	1,008.00	(1,008.00)	0.0%	
343 Water	973,361.25	666,770.57	306,590.68	68.5%	
344 Sewer	1,520,609.34	1,127,245.43	393,363.91	74.1%	
340 Charges For Goods & Services	2,493,970.59	1,794,016.00	699,954.59	71.9%	
350 Fines & Penalties	0.00	450.00	(450.00)	0.0%	
343 Water	46,674.00	31,902.29	14,771.71	68.4%	
344 Sewer	56,532.00	46,356.00	10,176.00	82.0%	
400 Water/Sewer	4,000.00	4,611.40	(611.40)	115.3%	
360 Interest & Other Earnings	107,206.00	82,869.69	24,336.31	77.3%	
380 Non Revenues	0.00	0.00	0.00	0.0%	
Fund Revenues:	4,506,360.38	3,783,527.48	722,832.90	84.0%	
Expenditures	Amt Budgeted	Expenditures	Remaining		
534 Water Utilities	1,029,201.20	588,260.19	440,941.01	57.2%	
535 Sewer	1,252,164.84	670,518.12	581,646.72	53.5%	
534 Water	60,738.17	59,781.17	957.00	98.4%	
535 Sewer	82,249.18	41,124.60	41,124.58	50.0%	
591 Debt Service	142,987.35	100,905.77	42,081.58	70.6%	
534 Water	110,464.80	14,133.79	96,331.01	12.8%	
535 Sewer	150,000.00	0.00	150,000.00	0.0%	
594 Capital Expenditures	260,464.80	14,133.79	246,331.01	5.4%	
534 Water	1,775.00	1,067.00	708.00	60.1%	
535 Sewer	999,430.34	45,346.89	954,083.45	4.5%	
597 Interfund Transfers	1,001,205.34	46,413.89	954,791.45	4.6%	
400 Water/Sewer	272,548.92	0.00	272,548.92	0.0%	
401 Water	394,220.75	0.00	394,220.75	0.0%	
402 Sewer	153,567.18	0.00	153,567.18	0.0%	
999 Ending Balance	820,336.85	0.00	820,336.85	0.0%	
Fund Expenditures:	4,506,360.38	1,420,231.76	3,086,128.62	31.5%	
Fund Excess/(Deficit):	0.00	2,363,295.72			

2024 BUDGET POSITION

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406 Wastewater Short Lived Asset Res. Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	87,116.00	87,116.00	0.00	100.0%
397 Interfund Transfers	21,779.00	21,779.00	0.00	100.0%
Fund Revenues:	108,895.00	108,895.00	0.00	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	108,895.00	0.00	108,895.00	0.0%
Fund Expenditures:	108,895.00	0.00	108,895.00	0.0%
Fund Excess/(Deficit):	0.00	108,895.00		

2024 BUDGET POSITION

City Of Stevenson

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408 Wastewater Debt Reserve Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	61,191.00	61,191.00	0.00	100.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	61,191.00	61,191.00	0.00	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	61,191.00	0.00	61,191.00	0.0%
Fund Expenditures:	61,191.00	0.00	61,191.00	0.0%
Fund Excess/(Deficit):	0.00	61,191.00		

2024 BUDGET POSITION

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410 Wastewater System Upgrades Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	(759,760.33)	(759,760.33)	0.00	100.0%
330 Intergovernmental Revenues	2,527,445.11	550,270.09	1,977,175.02	21.8%
390 Other Financing Sources	2,468,928.59	1,790,807.55	678,121.04	72.5%
397 Interfund Transfers	1,274,189.34	195,712.64	1,078,476.70	15.4%
Fund Revenues:	5,510,802.71	1,777,029.95	3,733,772.76	32.2%
Expenditures	Amt Budgeted	Expenditures	Remaining	
591 Debt Service	12,000.00	23,814.84	(11,814.84)	198.5%
594 Capital Expenditures	5,498,802.71	3,754,960.40	1,743,842.31	68.3%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	5,510,802.71	3,778,775.24	1,732,027.47	68.6%
Fund Excess/(Deficit):	0.00	(2,001,745.29)		

2024 BUDGET POSITION

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415 Cascade Avenue Utility Improvements Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
390 Other Financing Sources	164,683.00	26,513.00	138,170.00	16.1%
397 Interfund Transfers	3,550.00	2,134.00	1,416.00	60.1%
Fund Revenues:	168,233.00	28,647.00	139,586.00	17.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures	168,233.00	33,610.00	134,623.00	20.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	168,233.00	33,610.00	134,623.00	20.0%
Fund Excess/(Deficit):	0.00	(4,963.00)		

2024 BUDGET POSITION

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420 Cascade Avenue Mitigation Fund Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	19,550.00	19,550.00	0.00	100.0%
397 Interfund Transfers	0.00	0.00	0.00	0.0%
Fund Revenues:	19,550.00	19,550.00	0.00	100.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
999 Ending Balance	19,550.00	0.00	19,550.00	0.0%
Fund Expenditures:	19,550.00	0.00	19,550.00	0.0%
Fund Excess/(Deficit):	0.00	19,550.00		

2024 BUDGET POSITION

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500 Equipment Service Fund		Months: 01 To: 09		
Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	84,171.92	84,171.92	0.00	100.0%
340 Charges For Goods & Services	231,000.00	177,570.74	53,429.26	76.9%
360 Interest & Other Earnings	0.00	1,637.65	(1,637.65)	0.0%
390 Other Financing Sources	500,000.00	468,895.33	31,104.67	93.8%
Fund Revenues:	815,171.92	732,275.64	82,896.28	89.8%
Expenditures	Amt Budgeted	Expenditures	Remaining	
548 Public Works - Centralized Services	181,128.85	114,759.45	66,369.40	63.4%
591 Debt Service	29,000.00	210.00	28,790.00	0.7%
594 Capital Expenditures	580,000.00	478,455.74	101,544.26	82.5%
999 Ending Balance	25,043.07	0.00	25,043.07	0.0%
Fund Expenditures:	815,171.92	593,425.19	221,746.73	72.8%
Fund Excess/(Deficit):	0.00	138,850.45		

2024 BUDGET POSITION

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630 Stevenson Municipal Court Months: 01 To: 09

Revenues	Amt Budgeted	Revenues	Remaining	
308 Beginning Balances	0.00	0.00	0.00	0.0%
380 Non Revenues	0.00	3,863.96	(3,863.96)	0.0%
Fund Revenues:	0.00	3,863.96	(3,863.96)	0.0%
Expenditures	Amt Budgeted	Expenditures	Remaining	
580 Non Expenditures	0.00	3,863.96	(3,863.96)	0.0%
999 Ending Balance	0.00	0.00	0.00	0.0%
Fund Expenditures:	0.00	3,863.96	(3,863.96)	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	2,529,231.14	78.6%	3,217,438.28	915,452.06	28%
010 General Reserve Fund	344,042.65	351,548.85	102.2%	344,042.65	0.00	0%
020 Fire Reserve Fund	1,927,519.12	1,970,627.95	102.2%	1,927,519.12	0.00	0%
030 ARPA	298,313.00	298,313.00	100.0%	298,313.00	173,211.75	58%
100 Street Fund	914,118.93	430,837.66	47.1%	914,118.93	508,893.86	56%
103 Tourism Promo & Develop Fund	1,871,290.01	1,803,256.29	96.4%	1,871,290.01	485,310.12	26%
105 Affordable Housing Fund	22,455.62	19,321.60	86.0%	22,455.62	0.00	0%
107 HEALing SCARS Fund	10,246.39	10,381.32	101.3%	10,246.39	0.00	0%
300 Capital Improvement Fund	285,030.70	304,885.37	107.0%	285,030.70	34,081.34	12%
311 First Street	1,049,221.00	32,687.44	3.1%	1,049,221.00	405,237.15	39%
312 Columbia Ave	0.00	0.00	0.0%	0.00	0.00	0%
313 Park Plaza Fund	382,252.00	118,201.04	30.9%	382,252.00	118,551.04	31%
314 Lasher Street Improv. Fund	355,000.00	1,393.90	0.4%	355,000.00	1,393.90	0%
400 Water/Sewer Fund	4,506,360.38	3,783,527.48	84.0%	4,506,360.38	1,420,231.76	32%
406 Wastewater Short Lived Asset Res.	108,895.00	108,895.00	100.0%	108,895.00	0.00	0%
408 Wastewater Debt Reserve Fund	61,191.00	61,191.00	100.0%	61,191.00	0.00	0%
410 Wastewater System Upgrades	5,510,802.71	1,777,029.95	32.2%	5,510,802.71	3,778,775.24	69%
415 Cascade Avenue Utility Improvem	168,233.00	28,647.00	17.0%	168,233.00	33,610.00	20%
420 Cascade Avenue Mitigation Fund	19,550.00	19,550.00	100.0%	19,550.00	0.00	0%
500 Equipment Service Fund	815,171.92	732,275.64	89.8%	815,171.92	593,425.19	73%
630 Stevenson Municipal Court	0.00	3,863.96	0.0%	0.00	3,863.96	0%
	<u>21,867,131.71</u>	<u>14,385,665.59</u>	<u>65.8%</u>	<u>21,867,131.71</u>	<u>8,472,037.37</u>	<u>38.7%</u>

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2022	08/01/2024	Claims	1	EFT	US Postmaster	273.34	7.31.24 - Utility Billing Postage
2026	08/22/2024	Claims	1	EFT	Department of Revenue	7,854.94	July 2024 Taxes
1985	08/13/2024	Claims	1	17976	Enviro-Clean Equipment Inc	283,069.08	New 2023 Dulevo Sweeper Model D6000
2027	08/22/2024	Claims	1	17977	A&J Select	106.53	July 2024 Statement
2028	08/22/2024	Claims	1	17978	Advanced American Construction, Inc	10,636.45	Inspections of Stevenson Wastewater Outfall 7/3/2024
2029	08/22/2024	Claims	1	17979	Ajax Northwest LLC	374,904.55	Wastewater Collection System Construction; First Street Overlook Project
2030	08/22/2024	Claims	1	17980	Association of WA Cities	17,305.00	AWC Geographic Information Systems Annual Fee
2031	08/22/2024	Claims	1	17981	Avista Utilities	73.69	July 2024 Statement
2032	08/22/2024	Claims	1	17982	Azteca Systems Holdings, LLC	616.00	Cityworks Sales Tax not included in Quote - 38458-1
2033	08/22/2024	Claims	1	17983	BSK Associates	2,034.75	July 2024 Water Testing; July 2024 Waste Water Testing
2034	08/22/2024	Claims	1	17984	Big T'S	57.00	1663.1 - 73 NWFIRST STREET
2035	08/22/2024	Claims	1	17985	Cascade Columbia Distribution	2,763.88	WTP Chlorine; WTP Chlorine
2036	08/22/2024	Claims	1	17986	CenturyLink	167.54	July 2024 Statement; July 2024 Statement Kanaka
2037	08/22/2024	Claims	1	17987	Centurylink Comm Inc	47.24	Statement 07/19/2024
2038	08/22/2024	Claims	1	17988	City of Hood River	11,243.99	Sludge Hauling April-June 2024
2039	08/22/2024	Claims	1	17989	City of Stevenson	3,166.34	July 2024 Utility Bill 25124; July 2024 Utility Bill 11930; July 2024 Utility Bill 19920; July 2024 Utility Bill 15100; July 2024 Utility Bill 25145; July 2024 Utility Bill 25238; July 2024 Utility Bi
2040	08/22/2024	Claims	1	17990	Class 5	661.33	July 2024 Monthly Billing; July 2024 Statement
2041	08/22/2024	Claims	1	17991	Cliff Coulter Law Firm LLC	382.50	Court Appointed Attorney Costs
2042	08/22/2024	Claims	1	17992	Coburn Electric Inc	434.29	Replaced Control Transformer
2043	08/22/2024	Claims	1	17993	CAT Columbia Area Transit	10,000.00	2024 TAC Contract
2044	08/22/2024	Claims	1	17994	Columbia Gorge Excavation LLC	1,130.85	Three Loads to the Equipment Yard
2045	08/22/2024	Claims	1	17995	Columbia Hardware Inc	1,018.92	July 2024 Statement
2046	08/22/2024	Claims	1	17996	Columbia River Disposal	293.95	July 2024 Statement
2047	08/22/2024	Claims	1	17997	Consolidated Supply Company	2,893.28	Meter Couplings; MIP Adapter; Ball Meter; FIP Ball Adapter Mueller
2048	08/22/2024	Claims	1	17998	DOWL, LLC	21,489.67	First Street Pedestrian Amenities and Overlook Invoice #2
2049	08/22/2024	Claims	1	17999	Daily Journal of Commerce/Bridge Tower O	709.30	Lasher Improvements
2050	08/22/2024	Claims	1	18000	Day Wireless Systems Day Management Corporation	1,069.91	Two Way Long Distance Radio
2051	08/22/2024	Claims	1	18001	DeVaul Publishing	1,430.10	RFQ Preliminary Engineering; RFQ Preliminary Engineering; Notice of Special Meeting July 25th, 2024; Notice of Council Vacancy Position #1; Notice of Council Vacancy Position #1; Notice of Council Vac
2052	08/22/2024	Claims	1	18002	Farwest Portable Crushing Inc	1,900.95	June 2024 Rock Deliveries
2053	08/22/2024	Claims	1	18003	Flo Analytics	2,052.50	On Call GIS Services
2054	08/22/2024	Claims	1	18004	Gorge Auto Parts Inc	334.48	Monthly Statement 07/25/2024
2055	08/22/2024	Claims	1	18005	Grayling Engineers	10,841.90	2024 Hegewald Well Improvements

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2056	08/22/2024	Claims	1	18006	Gregory Scott Cheney	920.00	Court Appointed Attorney Costs
2057	08/22/2024	Claims	1	18007	H2Oregon	92.18	July 2024 Cooler Rent; 5 Gallon Premium; 5 Gallon Premium
2058	08/22/2024	Claims	1	18008	HD Fowler Company	4,964.32	Meter Valve and Meter Coupling; Meter Coupling; Water Meter Materials; Gaskets; Catch Basin and Grate Lakeview; Water Meter and Parts; Saddle Bodies
2059	08/22/2024	Claims	1	18009	Valerie F Hoy	152.94	FD Snacks for Trucks
2060	08/22/2024	Claims	1	18010	IIMC International Institute of Munici	125.00	Annual Membership Fee K Conrath
2061	08/22/2024	Claims	1	18011	Jammie's Environmental Inc	7,539.00	June 2024 WWTP Sludge Transfer; WWTP July 2024 Sludge Hauling
2062	08/22/2024	Claims	1	18012	Kilmer, Voorhees & Laurick P.C.	7,690.00	July 2024 Attorney Services; WA-Appeal of CUP by River Church; Code Enforcement Matters
2063	08/22/2024	Claims	1	18013	Kimball Midwest	366.07	Max-lite Earplugs
2064	08/22/2024	Claims	1	18014	Lakeside Industries, Inc.	2,864.40	Asphalt Services
2065	08/22/2024	Claims	1	18015	Lance D Fitzjarrald	19,879.16	Court Appointed Public Defender Services
2066	08/22/2024	Claims	1	18016	MCEDD	1,465.00	Membership dues July 2024-June 2025
2067	08/22/2024	Claims	1	18017	Main Street - Singh	2,911.84	July 2024 Statement
2068	08/22/2024	Claims	1	18018	Julie Mayfield	2,620.00	August 2024 TAC Funding
2069	08/22/2024	Claims	1	18019	Office of State Treasurer-Cash Mgmt Di	365.18	August 2024 Remittance
2070	08/22/2024	Claims	1	18020	One Call Concepts Inc	33.93	July 2024 Statement
2071	08/22/2024	Claims	1	18021	PUD No 1 of Skamania County	7,302.61	Statement 7/18/2024; Statement 7/18/2024; Statement 07/26/2024; Statement 07/26/2024; Statement 07/26/2024; Statement 08/08/2024; Statement 08/08/2024
2072	08/22/2024	Claims	1	18022	RADCOMP Technologies	6,375.76	July 2024 Statement; WWTP Lab
2073	08/22/2024	Claims	1	18023	Ricoh USA Inc	53.73	July 2024 Statement
2074	08/22/2024	Claims	1	18024	Sea-Western Inc	4,322.54	Boots and Airpower Pro; Haix Missoula Boots; Haix Missoula Boots
2075	08/22/2024	Claims	1	18025	Skamania County Building Division	4,550.80	July 2024 Passthrough Building Permit Fees; 2024 Cloudpermit-City of Stevenson Portion
2076	08/22/2024	Claims	1	18026	Skamania County Chamber of Commerce	15,030.66	July 2024 Chamber Contract and Reimbursables
2077	08/22/2024	Claims	1	18027	Skamania County Fair Board	4,000.00	2024 TAC Funding
2078	08/22/2024	Claims	1	18028	Skamania County Probation	109.73	July 2024 Probation Costs
2079	08/22/2024	Claims	1	18029	Skamania County Prosecutor	1,500.00	August 2024 Prosecuting Attorney Fees
2080	08/22/2024	Claims	1	18030	Skamania County Sheriff	4,030.00	August 2024 - Jail Services
2081	08/22/2024	Claims	1	18031	Skamania County Treasurer	25,814.68	July 2024 Remittance; August 2024 Municipal Court Agreement; August 2024 Remittance
2082	08/22/2024	Claims	1	18032	State Auditor's Office	13,075.40	Audit 2024; Audit 2024
2083	08/22/2024	Claims	1	18033	Stellar J Corporation	36,031.95	Wastewater Treatment Plant Construction

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2084	08/22/2024	Claims	1	18034	Traffic Safety Supply Co	414.44	Street Signs Rose Lawn and Shepard Ave; Street Name Signs Rose Lawn and Shepard Ave; Speed Limit Signs
2085	08/22/2024	Claims	1	18035	US Bank Safekeeping	32.00	July 2024 US Bank Safekeeping Service Fees
2086	08/22/2024	Claims	1	18036	US Bank Voyager Fleet Systems	349.37	July 2024 Statement
2087	08/22/2024	Claims	1	18037	US Bank	3,224.46	July 2024 Statement Card 4631; July 2024 Statement Card 8023; July 2024 Statement Card 2311
2088	08/22/2024	Claims	1	18038	Verizon Wireless	164.21	July 2024 Cell Phone Charges
2089	08/22/2024	Claims	1	18039	Vestis	80.80	Weekly Statement 07/18/2024; Weekly Statement 07/25/2024; Weekly Statement 08/08/2024; Weekly Statement 08/01/2024; Weekly Statement 08/15/2024
2090	08/22/2024	Claims	1	18040	WGAP Washington Gorge Action Program	3,334.00	WGAP Service Contract July 2024
2091	08/22/2024	Claims	1	18041	Wallis Engineering PLLC	24,167.78	Wastewater Collection System Engineering; Wastewater Treatment Plant Construction Phase Services
2092	08/22/2024	Claims	1	18042	Washington Department of Transportation	398.31	1st Street Pedestrian Signs
2093	08/22/2024	Claims	1	18043	Wave Division Holdings LLC	825.14	WTP Statement 07/20/2024; WWTP Statement 08/01/2024; July 2024 Statement City Hall Internet; July 2024 Statement
						82,863.71	
001 General Expense Fund						16,796.11	
100 Street Fund						31,824.82	
103 Tourism Promo & Develop Fund						125,173.27	
311 First Street						1,393.90	
314 Lasher Street Improv. Fund						97,835.52	
400 Water/Sewer Fund						334,476.93	
410 Wastewater System Upgrades						287,405.87	
500 Equipment Service Fund						371.51	
630 Stevenson Municipal Court						<u> </u>	
						Claims:	978,141.64
* Transaction Has Mixed Revenue And Expense Accounts						978,141.64	

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

Clerk Treasurer: _____ Date: _____

Claims Vouchers Reviewed By:

Signed: _____

Signed: _____

Signed: _____

Auditing Committee (Councilmembers or Mayor)

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2330	09/19/2024	Claims	1	18074	Kimball Midwest	252.08	Equipment Service Supplies; Gloves and Heavy and Duty Wipes
2331	09/19/2024	Claims	1	18075	Main Street - Singh	2,146.70	August 2024 Statement
2332	09/19/2024	Claims	1	18076	Martin's Mobile Welding	400.00	Fab Grading for Sewer Plant
2333	09/19/2024	Claims	1	18077	Julie Mayfield	1,500.00	September 2024 Reimbursement
2334	09/19/2024	Claims	1	18078	Munsen Paving LLC	591.85	Patches for Services
2335	09/19/2024	Claims	1	18079	Nelson Truck Equipment Inc	15,970.32	2023 F250 Ford Liftgate/plow
2336	09/19/2024	Claims	1	18080	Office of State Treasurer-Cash Mgmt Di	886.99	September 2024 Remittance
2337	09/19/2024	Claims	1	18081	One Call Concepts Inc	12.87	August 2024 Statement
2338	09/19/2024	Claims	1	18082	PUD No 1 of Skamania County	5,767.33	Statement 08/18/2024 Acct 1432030; Statement 08/26/2024 Acct 1432032; Statement 08/26/2024 Acct 1432031; Statement 08/26/2024 Acct 14323; Statement 08/18/2024 Acct 14321; August 2024 Statement; August
2339	09/19/2024	Claims	1	18083	Pacific Premier Bank	18,079.30	September 2024 Smart Meter Loan Payment
2340	09/19/2024	Claims	1	18084	RADCOMP Technologies	5,198.45	Monthly Billing for September 2024; WWTP Lab
2341	09/19/2024	Claims	1	18085	Ricoh USA Inc	69.29	August 2024 Statement
2342	09/19/2024	Claims	1	18086	Six Rivers Dispute Resolution Center	550.00	Group Facilitation and Individual Coaching
2343	09/19/2024	Claims	1	18087	Skamania County Auditor	330.50	Recording Fees: AGLS and Lien Release
2344	09/19/2024	Claims	1	18088	Skamania County Building Division	4,146.12	August 2024 Passthrough Building Permit Fees
2345	09/19/2024	Claims	1	18089	Skamania County Chamber of Commerce	16,633.66	August2024 Monthly Contract & other reimburseables
2346	09/19/2024	Claims	1	18090	Skamania County Department of Public Wor	113,314.33	2024 Shipseal Reimbursement
2347	09/19/2024	Claims	1	18091	Skamania County Probation	274.73	August 2024 Probation Costs
2348	09/19/2024	Claims	1	18092	Skamania County Prosecutor	1,500.00	September 2024 Remittance
2349	09/19/2024	Claims	1	18093	Skamania County Sheriff	1,690.00	July 2024 Incarceration Fees
2350	09/19/2024	Claims	1	18094	Skamania County Solid Waste Department	81.80	August 2024 Trash
2351	09/19/2024	Claims	1	18095	Skamania County Treasurer	22,644.19	September 2024 Remittance; September 2024 Remittance
2352	09/19/2024	Claims	1	18096	Carolyn Sourek	116.00	Washington PE License Renewal
2353	09/19/2024	Claims	1	18097	State Auditor's Office	1,321.45	Federal and Financial Audit 2024
2354	09/19/2024	Claims	1	18098	Stellar J Corporation	18,544.91	Wastewater Treatment Plant Construction
2355	09/19/2024	Claims	1	18099	Traffic Safety Supply Co	151.00	Street signs Hemmingway Dr and Lutheran Church Rd
2356	09/19/2024	Claims	1	18100	US Bank Safekeeping	32.00	August 2024 Safekeeping Fees
2357	09/19/2024	Claims	1	18101	US Bank Voyager Fleet Systems	225.46	August 2024 Statement
2358	09/19/2024	Claims	1	18102	US Bank	15,624.31	August 2024 Statement Card 8023; August 2024 Statement Card 2311; August 2024 Statement Card 4631
2359	09/19/2024	Claims	1	18103	Verizon Wireless	273.86	August 2024 Cell Phone Charges
2360	09/19/2024	Claims	1	18104	Vestis	64.64	Weekly Statement 08/29/2024; Weekly Statement 08/22/2024; Weekly Statement 9/5/2024; Weekly Statement 9/12/24

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City Of Stevenson

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2361	09/19/2024	Claims	1	18105	WGAP Washington Gorge Action Program	3,333.00	WGAP Service Contract September 2024
2362	09/19/2024	Claims	1	18106	Wallis Engineering PLLC	58,385.70	Wastewater Treatment Plant Construction Phase Services; Wastewater Collection System Engineering
2363	09/19/2024	Claims	1	18107	Wave Division Holdings LLC	498.57	August 2024 Clty Hall Internet; WTP Statement 8/20/2024; WWTP Statement 9/1/2024
						51,039.42	
						118,716.94	
						42,150.94	
						241,368.32	
						350.00	
						63,150.55	
						104,623.42	
						4,963.00	
						19,438.24	
						900.93	
						646,701.76	Claims: 646,701.76

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)

Task Name

SBA Funds Transfer to Chamber-Agreement
September 26, 2024 Special Council Meeting
CDBG Lasher PH
Finance 101 for elected officials
October 17, 2024 Regular Council Meeting
DNR Undergrounding Grant Contract
Minutes
Correction to Well Property Legal Description-Approval?
Contracts over \$10k
Regional Transportation Update-MCEDD Presentation
Approve Contract for Lasher St. Engineering
Resolution for TBD Sales Tax Ballot Measure (Feb 11, 2025)
1st 2025 Budget PH
October 24, 2024 Special Council Meeting
No agenda items to date
November 14, 2024 Special Council Meeting
2025 Budget
November 21, 2024 Regular Council Meeting
Parking Regulation Updates
Minutes
Contracts over \$10k
2nd 2025 Budget PH
Property Tax PH
Police Contract/Public Safety Sales Tax
Engineering Standards Update-First Reading
Christmas Eve City Hall Closure Request
December 10, 2024 Special Joint FD2 & Council Meeting
Fire Dept Update
Future of the Stevenson Fire Department-Committee Update
December 19, 2024 Regular Council Meeting
Minutes
Contracts over \$10k
2024 Final Budget Amendment-If needed
2025 Final Budget Adoption
PUD Franchise Agreement-First Touch
Engineering Standards Update-Second Reading