

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-01**

**A RESOLUTION OF THE CITY OF GOLD BAR,
WASHINGTON REGARDING THE FINANCE
COMMITTEE**

WHEREAS, the City of Gold Bar utilizes a Finance Committee; and

WHEREAS, a Finance Committee benefits from policies;

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Gold Bar that policies for the Finance Committee shall be set forth as follows.

I. Membership

II. Meeting date and time

III. Role of Finance Committee

I. Membership. The Finance Committee shall be comprised of two (2) Councilmembers and two (2) citizens of Gold Bar appointed by the Mayor.

II. Meeting Date and Time. The Finance Committee meets the Friday prior to a council meeting at 3:00 pm. Days and times may be adjusted by amending this Resolution. Days and times may also be revised in case of emergencies without a resolution amendment, with Mayor approval.

III. Role of Finance Committee. It shall be the role of the Finance Committee to review bills for the City of Gold Bar, to verify documentation for said bills, and to periodically review the Budget Position report to verify the City remains within the budget at the fund level.

RESOLVED this 19th day of April, 2016.

ATTEST/AUTHENTICATED:

APPROVED:



Lisa Stowe, City Clerk/Treasurer



Lee Hodo, Mayor

APPROVED AS TO FORM:

Anne Marie Soto, City Attorney

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-02**

**A RESOLUTION OF THE CITY OF GOLD BAR,
DISCOUNTING THE WATER ASSESSMENT RATE FOR
LOW INCOME ELDERLY CITIZENS**

WHEREAS, the City of Gold Bar recently increased the assessment fee for water services; and

WHEREAS, that increase is a financial hardship for low income elderly citizens; and

WHEREAS, the City of Gold Bar offers a discount to low income elderly citizens for other utility services;

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Gold Bar that Resolution 15-11 relating to increasing water rates, shall be amended to change the water assessment rate for low-income elderly citizens utilizing the same thresholds currently in use for other utility services.

Those low-income elderly citizens meeting the City's requirements for eligibility shall have their monthly assessment rate adjusted to \$15.41.

RESOLVED this 19th day of April, 2016.

ATTEST/AUTHENTICATED:

APPROVED:



Lisa Stowe, City Clerk/Treasurer



Lee Hodo, Mayor

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLD BAR,
WASHINGTON ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT
PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE
SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION
IMPROVEMENT BOARD.**

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gold Bar has previously adopted a Comprehensive Street Program, including an arterial street construction program, and thereafter periodically modified said Comprehensive Street Program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, the Six Year Transportation Improvement Program (2016-2021) adopted herein is consistent with the City's Capital Facilities Plan and Comprehensive Plan, and

WHEREAS, a public hearing has been held on the said Six-Year Transportation Improvement Program;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gold Bar, Washington as follows:

Section 1. Program Adopted The Six-Year Transportation Improvement Program for the City of Gold Bar, as revised and extended for the ensuing six (6) calendar years (2016-2021), inclusive, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth, which Program sets forth the project location, type of improvements and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this __th day of _____, 2016.

ATTEST/AUTHENTICATED:

APPROVED:

Lisa Stowe, City Clerk/Treasurer

Lee Hodo, Mayor



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Gold Bar

County: Snohomish

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	1	/ 2016(001) Tenth Street Pedestrian Safety and Mobility Project Tenth Street-0110 Intersection of US-2 to Intersection of Lewis Street Reconstruct existing roadway to provide pedestrian and travel safety. The reconstruction would provide 540'X34' of asphalt roadway, 960' of sidewalk, bike lane, new storm drainage and environmental control. Replacing and upsizing approximately 540' of existing watermain would be included within the scope of work.	WA-03799					03	C G P T W	0.100	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017	STP(R)	23,282	TIB	52,320	10,202	85,804
P	CN	2017	STP(R)	73,728	TIB	165,680	32,308	271,716
Totals				97,010		218,000	42,510	357,520

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	85,804	0	0	0
CN	0	271,716	0	0	0
Totals	0	357,520	0	0	0



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Gold Bar

County: Snohomish

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
08	2	/ 2016(002) Orchard Street Reconstruction Orchard Street-0190(a)(b)(c) Third Street Intersection to Tenth Street Intersection Reconstruct existing roadway to provide pedestrian and travel safety. The reconstruction would provide 2,360'X34" of asphalt roadway, 3,796' of sidewalk, new storm drainage and environmental control. The project scope of work would also include the replacement and upsizing of 2,360 of existing watermain.	WA-03800					04	G P T W	0.450	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2019		0	PWTF	373,303	41,333	414,636
P	CN	2020		0	PWTF	1,182,127	130,887	1,313,014
Totals				0		1,555,430	172,220	1,727,650

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	414,636	0
CN	1,313,014	0	0	0	1,313,014
Totals	1,313,014	0	0	414,636	1,313,014



Six Year Transportation Improvement Program From 2016 to 2021

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	3	/ 2016(003) First Street Overlay and Mobility First Street-0020 Intersection of US-2 to Intersection of May Creek Road Resurface with 2" overlay of Class-B Asphalt, curb to burb, 2050'X40'.	WA-03801					05	C G P T W	0.390	CE	No

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	CN	2018		0	TIB	70,640	78,480
Totals				0		70,640	78,480

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	78,480	0	0
Totals	0	0	78,480	0	0



Six Year Transportation Improvement Program From 2016 to 2021

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County: Snohomish

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	4	/ 2016(004) Powell Lane Paving Powell Lane-0290 Intersection of First Ave. West to cul-de-sac Paving Powell Lane with 215'X24' of 4" Class-B asphalt ending with cul-de-sac.	WA-03803					05	G T W	0.050	CE	No

Funding							
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Total Funds
P	CN	2019	CDBG	10,000		0	10,000
Totals				10,000		0	10,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	10,000	0
Totals	0	0	0	10,000	0



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Gold Bar

County: Snohomish

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	5	/ 2016(005) Linda Street Paving Linda Street-0335 Intersection of Sixth Street to Intersection of Ninth Street Grading and paving to provide 1211'X24' of 4" class-B asphalt travel.	WA-03806					06	G T W	0.230	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2020	CDBG	22,563		0	2,507	25,070
Totals				22,563		0	2,507	25,070

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	0	25,070
Totals	0	0	0	0	25,070



Six Year Transportation Improvement Program From 2016 to 2021

Agency: Gold Bar

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	6	/ 2016(006) Tweet Court Paving Tweit Court-0460 Intersection of Linda Street to cul-de-sac Grading and paving Tweit Court to provide 215'X24' of 4" class-B asphalt	WA-03807					06	G T W	0.040	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2020	CDBG	8,829		0	981	9,810
Totals				8,829		0	981	9,810

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	0	9,810
Totals	0	0	0	0	9,810

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Gold Bar	138,402	1,844,070	226,058	2,208,530

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-04**

**A RESOLUTION OF THE CITY OF GOLD BAR,
WASHINGTON ADOPTING A PUBLIC RECORDS
POLICIES AND PROCEDURES**

WHEREAS, the Public Records Act ("PRA") requires agencies to adopt rules governing the disclosure of public records; and

WHEREAS, the Gold Bar Resolutions 10-14 and 15-01 provided for a Public Records Request processing procedures in accordance with RCW 45.26.040, and specifically limited the amount of time the City would dedicate to processing public records requests; and

WHEREAS, Gold Bar Resolutions 10-14 and 15-01 were adopted specifically to ameliorate the increase in the volume of public records requests, particularly the increase in the number of large or complex requests which require significant staff time, research, review, clarification with requestors, notification to third parties, and which otherwise consume a significant amount of City time and resources often causing delays in carrying out other City functions; and

WHEREAS, despite the adoption of Gold Bar Resolutions 10-14 and 15-01, public records requests continue to cause excessive interference with other essential City functions and unreasonably disrupt the operations of the City; and

WHEREAS, for example, because of the volume of public records requests received by the City and the voluminous amounts of records being requested, producing responsive records via e-mail has created several issues, such as consuming large amounts of server storage space, impacting records retention, and interfering with other City operations where staff spend an inordinate amount of time scanning and saving electronic records into multiple files and unsuccessfully attempting to e-mail responsive records due to e-mail and document size limitations, all at significant impact to other essential City functions; and

WHEREAS, the City desires to adopt more comprehensive policies and procedures for processing public records requests to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the agency;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gold Bar, Washington as follows:

Section 1. ADOPTION. The City of Gold Bar Public Records Policies and Procedures Manual is hereby adopted, as attached hereto as Exhibit A. Resolution 15-01 is hereby superseded by this Resolution.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

RESOLVED this 7th day of June 2016.

ATTEST/AUTHENTICATED:



Lisa Stowe, City Clerk/Treasurer

APPROVED:



Lee Hodo, Mayor

City of Gold Bar
EST. 1910

107 – 5th Street, Gold Bar, WA 98251



Public Records Policies and Procedures Manual

**Adopted by the City of Gold Bar Council, through
Resolution #16-04**

Date of Resolution Adoption: June 7, 2016

PURPOSE

The City of Gold Bar (the "City") is committed to providing full access to public records in accordance with the Washington State Public Records Act (RCW Chapter 42.56). The purpose of this Public Records Policies and Procedures Manual ("Policy") is to establish the policy and procedures that the City will follow in order to provide full access to public records, fullest assistance to requesters, and timely responses as required by RCW 42.56.100, while at the same time protecting public records from damage or disorganization, preventing disclosure of exempt or confidential information, and preventing excessive interference with other essential functions of the City, consistent with the intent of the Washington State Public Records Act (PRA), referenced in *RCW Chapter 42.56* and the Model Rules of *WAC 44-14*.

The City is required to respond to public records requests pursuant to Chapter 42.56 RCW. The City is not required to respond to questions, do research, or to give information that is not the subject of an identifiable public record.

Except where these guidelines are mandated by statute, the guidelines in this policy are discretionary and advisory only and shall not impose any affirmative duty on the City. The City reserves the right to apply and interpret this policy as it sees fit, and to revise or change the policy at any time. Failure to comply with any provision of this Policy shall not result in any liability imposed upon the City other than as set forth in the PRA.

DEFINITIONS

1. **"The City of Gold Bar"** and **"The City"** includes any office, department, division, bureau, board, commission, or agency of the City of Gold Bar. *RCW 42.56.010(1)*.
2. **"Public Record"** includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by the City of Gold Bar regardless of physical form or characteristics. *RCW 42.56.010(3)*.
3. **"Writing"** means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. *RCW 42.56.010(4)*.
4. **"Identifiable record"** means an identifiable record is one in existence at the time the records request is made and that City staff can locate after an objectively reasonable search.
5. **"Exempt record"** includes all agency records that are specifically exempted or prohibited from disclosure by state or federal law, either directly in RCW 42.56 or other statutes. See Appendix A for a non-exclusive list of statutory exemptions and prohibitions that may be used by the City. For more information related to Public Record Exemptions please see Municipal

Research Service Center's (MRSC) publication "Public Records Act for Washington Cities, Counties and Special Purpose Districts" on the City's website under Public Records Requests.

RESPONSIBILITY

Public Records Officer: The City of Gold Bar's Public Records Officer is the Mayor. Other City staff members may also process public records requests, as needs require.

Offices: The City of Gold Bar's office for requesting records is City Hall, 107 - 5th Street, Gold Bar, WA 98251. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. More information regarding the City of Gold Bar may be obtained through the City's website www.cityofgoldbar.us.

PROCEDURE

1. How to Request Records: Any person requesting access to public records or seeking assistance in making such a request must contact the Public Records Officer at:

Mayor/Public Records Officer
107 - 5th Street
Gold Bar, WA 98251
Phone: (360) 793-1101
Fax: (360) 793-2282
Email: publicrecordsofficer@cityofgoldbar.us
Hours: 8:00 a.m. to 5:00 p.m. Monday-Friday (excluding holidays)

2. Request Format: While there is no specific required format for a public records request, a requestor must provide the City with reasonable notice that the request being made is for public records. If a request is contained in a larger document unrelated to a public records request, the requestor should point out the public records request by labeling the front page of the document as containing a public records request or otherwise calling the request to the attention of the Public Records Officer to facilitate timely response to the request.

The City encourages that all requests for public records be made in writing on a *Public Records Request Form*, which is available at City Hall and on the City of Gold Bar's website www.cityofgoldbar.us. Requests may be submitted in person, by mail, fax, e-mail, or orally (see section regarding "Oral Requests"). Mail, e-mail, and faxes will be considered received on the date the form is stamped "received", not on the date sent. Requests should include the following information to facilitate processing:

- A. The requestor's name, e-mail and/or mailing address, and/or contact phone number;
- B. The date of the request;
- C. The nature of the request, including a detailed description of the public record(s) adequate for the city personnel to be able to identify and locate the records;
- D. A statement regarding whether the records are being requested for a commercial purpose (RCW 42.56.070 (9)); and
- E. Whether the requestor desires copies, or to inspect the requested records and preferred method of receiving responsive records.

A variety of records are available on the City's website at www.cityofgoldbar.us and on the lobby computer. Requestors are encouraged to view records available on the website or lobby computer prior to submitting a records request.

3. Oral Requests. An oral request does not memorialize the exact records sought and therefore prevents a requestor or the City from later proving what was included in the request. Furthermore, as described in WAC 44-14-04002(1), a requestor must provide the City with reasonable notice that the request is for the disclosure of public records; oral requests, especially to City staff other than the public records officer or designee, may not provide the City with the required reasonable notice. Therefore, requestors are strongly encouraged to make written requests. If the City receives an oral request, the City staff person receiving it should immediately reduce it to writing and then verify in writing with the requestor that it correctly memorializes the request.

4. Response to Requests. The City will process requests in the most efficient manner as the Public Records Officer deems appropriate. In an effort to better understand the request and provide all responsive records, the Public Records Officer can inquire about the purpose for the request but the requestor is not required to answer except to establish whether inspection and copying would violate RCW 42.56.070(9) or other statute which exempts or prohibits production of specific information or records to certain persons.

A. Acknowledging receipt of request – RCW 42.56.520 - Within five business days of receipt of the request, not including the day the request was received as provided by RCW 1.12.040, the Public Records Officer will do one or more of the following:

- i. Make the records available for inspection or copying;
- ii. Provide an internet address and link on the City's web site to the specific record(s) requested.
 - a. except that if the requester notifies the City that he or she cannot access the records through the internet, then the City must provide copies of the record, at the expense of the requester, or allow the requester to view copies using a City computer.
 - b. When the requestor has found the records he or she is seeking, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.
- iii. Acknowledge the request and provide a reasonable estimate of the time needed to respond to the request and a date by which the records will be produced in whole or in part depending on whether the records are being provided in installments. Additional time to respond may be necessary under the following circumstances:

- a. to request clarification from the requester if the request is unclear or does not sufficiently identify the requested records (see "Requesting Clarification" section);
- b. to locate and assemble the records requested;
- c. to notify third persons or agencies affected by the request in the event the requested records contain information that may affect rights of others and may be exempt from production pursuant to RCW 42.56.540.
 - 1) Such notice should be given so as to make it possible for those other persons to contact the requestor and ask him or her to revise the request, or, if necessary, seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy or summary of the request (*WAC 44-14-040*);
 - 2) Nothing in this policy is intended to, nor does it create, any right to such notice.
- d. to determine whether any of the information requested is exempt from production and to redact such information and prepare an exemption log.

Should an extension of time be necessary to fulfill the request, the Public Records Officer will provide a revised estimate and explain the changed circumstances that make it necessary.

- iv. Deny the request. Any denials of requests, in whole or in part, for public records will be accompanied by a written statement specifying the reason(s) for the denial, including a statement of the specific exemption authorizing the withholding of the record and a brief explanation of how the exemption applies to the record withheld. *RCW 42.56.210(3)*

B. Identifiable record: A requestor must request an "identifiable record" or "class of records" before the City must respond. The Act does not allow a requestor to search through City files for records which cannot be reasonably identified or described to the City.

C. Requesting Clarification: In acknowledging receipt of a public record request that is unclear, the City may ask the requestor to clarify what information the requestor is seeking. Additionally, clarification may be sought in the following, non-exhaustive, circumstances:

- i. To determine the specific date or date range of records sought, if known.

- ii. To ask a requestor to prioritize the records he or she is requesting so that the City is able to provide the most important records first. The City is not required to ask for prioritization, and a requestor is not required to provide it.
- iii. To clarify requests for identified in vague terms such as "any and all documents related to," "all records relating to" or similar language. If the requestor is unable or unwilling to help narrow the scope of the documents being sought in order to expedite the City's response and/or reduce the volume of potentially responsive documents, the Public Records Officer may err on the side of producing more rather than fewer documents in response to such a broad, general request. City staff shall not be obligated to interpret such a broad, general request in order to decipher which specific documents may be of interest to the requestor and the PRA does not allow a requestor to search through the City's files for records which cannot be identified or described to the City.

Such clarification may be requested and provided by telephone. If the clarification is made by telephone, the PRO will confirm the scope of the clarification in writing. The confirmation will be deemed the correct statement of the scope of the request unless the requestor responds with a different statement of the scope.

If the requestor fails to clarify the request within 30 days, the City may consider the request abandoned. *RCW 42.56.520; WAC 44-14-04003(7)*. If the City considers the request abandoned, it should send a closing letter to the requester. *WAC 44-14-04003(7)*

- D. Prioritizing Requests:** Requests will be processed with priority given to small requests for easily located documents, over large or broad requests. The City will provide requestors with a priority list identifying the status of pending requests. The Public Records Officer shall determine how to respond to requests in the most efficient manner in order to provide the fullest assistance to requestors.

5. Providing Records in Installments: When the request is for a large number of records, the City may provide access for inspection and copying in partial installments if reasonably determined that it would be practical to provide the records in that way. If the requestor does not contact the Public Records Officer within thirty (30) working days to arrange for the review of the first installment, the City may deem the request abandoned and may stop fulfilling the remainder of the request. The City is not required to process all requests to completion in the order that they are received. Rather, the City may prioritize requests in order to provide for the most expeditious processing of all requests. *RCW 42.56.120*

If the requestor has found the records he or she is seeking and no longer desires to receive any remaining installments yet to be produced, the requestor should advise the Public Records Officer that the requested records have been provided and the remainder of the request may be cancelled.

6. Electronic records: The process for requesting electronic public records is the same as the process for requesting paper public records.

When a requestor requests records in an electronic format, if technically feasible, the Public Records Officer will provide the nonexempt records or portions of such records that are reasonably locatable in an electronic format that is used by the City and is generally commercially available; or will provide the records in a format that is reasonably translatable from the format in which the agency keeps the record. For records in which the City only has a paper copy of the record, the City may scan the record into an Adobe Acrobat PDF file at the requestor's request and expense as outlined in the City's Fee Schedule.

7. Records Delivery: The City offers the following four methods for obtaining responsive records.

A. Inspection.

B. Paper copies.

C. E-mail. For requests or installments which have a very low volume of responsive electronic records, the records may be sent by e-mail as an attachment. Responsive records, including complete or partial installments, will not be e-mailed if determined, in the City's sole discretion, that doing so will excessively interfere with other essential City functions or unreasonably disrupt the operations of the City.

D. CD/DVD. Requests/installments which have a large volume of responsive records will be delivered in one or more installments will be copied onto a CD/DVD. CDs/DVDs can be either picked up in person or sent by United States mail and will be provided at the cost as stated in the City's Fee Schedule.

8. No Duty to Create Records: This policy does not require the City to answer written questions, summarize data or information, create new public records, or provide information in a format that is different from original public records; however, the City may in its discretion, create such a new record to fulfill the request where it may be easier for the City to create a record responsive to the request than to collect and make available voluminous records that contain small pieces of information responsive to the request. *WAC 44-14-04003(5)*

9. No Duty to Provide Information: This policy does not require the City to respond to requests for information, research, opinions or advice. Requests for information, research, opinions, advice, or similar requests will not be responded to pursuant to this policy.

10. No Duty to Supplement Responses: The City is not obligated to hold current records requests open to respond to requests for records that may be created in the future. A new request must be made to obtain later-created public records.

11. Fees, Generally: The charge for photocopies is fifteen cents per page or the actual per page cost, whichever is greater. When public records are mailed to a requestor, a charge for postage

and the cost of the envelope or container used may be added. No fee is charged for inspection of a public record or for locating a record. Fees may be waived due to the few number of copies made or other circumstances. Payment of fees is required prior to release of records unless other arrangements have been made. *RCW 42.56.120*. Detailed fees applicable to public records requests can be found in the City's Fee Schedule.

12. Deposit: The City may require a deposit of up to ten percent (10%) of the estimated cost of copying records prior to copying any records for a requestor. The City may also require payment of the remainder of the cost before providing all of the records, or the payment of the costs of copying an installment before providing that installment. *RCW 42.56.120*

13. Availability and Inspection of Public Records: Public records are available for inspection and copying at City Hall during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding the lunch hour (Noon – 1:00 p.m.) and excluding legal holidays. City staff and the requestor may make mutually agreeable arrangements for time(s) of inspection and copying.

To the extent possible given other demands for space and staff time, the Public Records Officer shall promptly provide space to inspect public records at City Hall. The City deems it necessary, in order to comply with the PRA's mandate to protect public records, to require that inspections of public records be conducted in the presence of the Public Records Officer or designated staff. The City will make every effort to provide staff to oversee the expeditious inspection of public records without unduly compromising or unreasonably interfering with the essential functions of the City. All assistance necessary to help requestors locate and inspect particular responsive records shall be provided by the Public Records Officer or other City staff, provided that the giving of such assistance does not unreasonably disrupt the daily operations of the City. In accommodating a request for public records inspection, the City may consider the size of the request, the ease with which the requested records can be made available for inspection, and special accommodations requested by the requestor necessary in order to inspect the records, the availability (schedule) of the requestor to conduct the inspection, the availability of City staff to observe the inspection, the time constraints on staff availability imposed by other current City business, and any other relevant circumstance.

After inspection is complete, the requestor shall indicate which documents he/she wishes to have copied using a non-permanent method of marking the desired records as approved by the Public Records Officer. The City will arrange for copying or scanning. Copies and scans must be made by City personnel on City owned equipment unless other arrangements have been made by the Public Records Officer. Depending on City staff availability, the City may require that the copies be made for pick up or mailing at a later date. Copying/scanning shall be charged in accordance with the City's Fee Schedule.

14. Preservation of Public Records: No member of the public may remove a public record from City Hall without the City's permission. No member of the public may remove a public record from a viewing area, disassemble, or alter, fold, mark, deface, tear, damage or destroy any public record. Public records maintained in a file jacket or binders, or in chronological order, may not be dismantled except for the purpose of copying, and then only by City staff. Copies of

public records may be copied only on copying machines of the City unless other arrangements are made by the Public Records Officer. No food or drink will be permitted during the inspection of public records. Access to file cabinets, shelves, vaults and other City storage areas is restricted to authorized City staff.

15. Loss of Right to Inspect: Inspection shall be denied and the records withdrawn by the Public Records Officer if the requestor, when reviewing the records, acts in a manner which will damage or substantially disorganize the records or interfere excessively with other essential functions of the City.

16. Organization of Public Records: The City finds that maintaining an index as provided in RCW 42.56.070(3) for use by the public would be unduly burdensome and would interfere with agency operations given the high volume, various locations, and types of public records received, generated and otherwise acquired by the City. RCW 42.56.070(4) & Resolution No. 21-05A. Notwithstanding the foregoing, the City will maintain its records in a reasonably organized manner and take reasonable actions to protect records from damage and disorganization.

17. Closing Abandoned or Unpaid Requests: If the requestor withdraws the request, fails to fulfill his or her obligations to inspect the records within thirty (30) days of notice that the records are available for inspection, or fails to pay the deposit, installment payment or final payment for the requested copies, City personnel will close the request. City personnel will document closure of the request and the conditions that led to closure. *RCW 42.56.120*

18. Records Exempt from Public Disclosure: The City is not required to permit public inspection and copying of records for which public disclosure of the record is prohibited, restricted or limited by state law or federal statute or regulation. The City is prohibited by statute from disclosing lists of individuals for commercial purposes. *RCW 42.56.070(9)*

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. *RCW 42.56.230 through 42.56.480* contains a large number of exemptions from public inspection and copying.

Other statutes outside the Public Records Act may prohibit and exempt disclosure of certain documents or information *RCW 42.56.070(1)*.

Appendix A of this policy contains a list of the statutory exemptions and prohibitions of some documents held by the City. This list is not exclusive. The City's failure to list an exemption shall not affect the effectiveness of the exemption.

If a record is wholly or partially exempt from production and should be withheld or redacted, the Public Records Officer will state the specific exemption and provide a brief explanation of how the exemption applies to the record being withheld or redacted on an exemption log. This explanation should be sufficient to enable the requestor to make a threshold determination of whether the claimed exemption is proper.

19. Mechanism for Review of Denial: Any person who objects to the denial of a public records request may petition in writing to the Public Records Officer for a review of that decision within five business days of the date of the denial. The petition shall include a copy of or reasonably identify the written statement by the Public Records Officer or designee denying the request and the basis for the requester's challenge to the denial. The Public Records Officer shall perform a review of the denial as promptly as possible. Pursuant to state law, the review shall be deemed concluded at the end of the second business day following the denial to represent final action for the purposes of judicial review. *RCW 42.56.530*. Any person may obtain court review of denials of public records requests pursuant to *RCW 42.56.550* at the conclusion of two business days after the initial denial regardless of any internal administrative appeal.

20. Retention of Records: The City follows *RCW Chapter 40.14*, Preservation and Destruction of Public Records, in the retention and destruction of public records. The Secretary of State, State Archives Committee approves a general retention schedule for local agency records (including cities) common to most agencies.

The retention schedule for local agencies is available at www.secstate.wa.gov/archives. Retention schedules for documents vary based on the content of the record. *WAC 4414-03005*

21. Time Allocated to Processing Public Records Requests: In an effort to provide full public access to public records, to protect public records from damage or disorganization, and to prevent excessive interference with other essential functions of the agency, the City allocates 12 hours per month of combined Public Records Officer and other City staff time for the handling and processing of public records requests. Additional time may be allocated from time to time depending on staffing and funding availability.

22. Disclaimer of Liability: Neither the City nor any officer, employee, official or custodian shall be liable, or shall a cause of action exist, for any loss or damage based upon a release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy.

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as "shall", nothing in this policy is intended to impose mandatory duties on the City beyond those imposed by state and federal law.

Appendix A
RCW Exemption and Prohibition Statutes¹

Washington State Statutes

<u>RCW 2.64.111</u>	Documents regarding discipline/retirement of judges
<u>RCW 2.64.113</u>	Confidentiality – violations
<u>RCW 4.24.550</u>	Information on sex offenders
<u>RCW 5.60.060</u>	Privileged communications
<u>RCW 5.60.070</u>	Court-ordered mediation records
<u>RCW 7.68.140</u>	Victims' compensation claims
<u>RCW 7.69A.030(4)</u>	Child victims and witnesses – protection of identity
<u>RCW 7.69A.050</u>	Rights of child victims and witnesses – addresses
<u>RCW 7.75.050</u>	Records of Dispute Resolution Centers
<u>RCW 9.02.100</u>	Reproductive privacy
<u>RCW 9A.82.170</u>	Financial institution records – wrongful disclosure
<u>RCW 9.51.050</u>	Disclosing transaction of grand jury
<u>RCW 9.51.060</u>	Disclosure of grand jury deposition
<u>RCW 9.73.090(1)(c)</u>	Prohibition regarding specified emergency response personnel recordings
<u>RCW 10.27.090</u>	Grand jury testimony/evidence
<u>RCW 10.27.160</u>	Grand jury reports – release to public only by judicial order
<u>RCW 10.29.030</u>	Organized crime special inquiry judge
<u>RCW 10.29.090</u>	Records of special inquiry judge proceedings
<u>RCW 10.52.100</u>	Records identifying child victim of sexual assault
<u>RCW 10.77.210</u>	Records of persons committed for criminal insanity
<u>RCW 10.97.040</u>	Criminal history information released must include disposition
<u>RCW 10.97.050</u>	Conviction and criminal history information
<u>RCW 10.97.060</u>	Deletion of certain criminal history record information, conditions
<u>RCW 10.97.070</u>	Disclosure of identity of suspect to victim
<u>RCW 10.97.080</u>	Inspection of criminal record by subject
<u>RCW 13.32A.090</u>	Crisis residential centers notice to parent about child
<u>RCW 13.34.115</u>	Court dependency proceedings
<u>RCW 13.40.217</u>	Juveniles adjudicated of sex offenses – release of information
<u>RCW 13.50.010</u>	Maintenance of and access to juvenile records
<u>RCW 13.50.050</u>	Juvenile offenders
<u>RCW 13.50.100</u>	Juvenile/children records not relating to offenses

¹ This list of statutory exemptions and prohibitions of some records held by the City of Gold Bar is not exclusive, nor does this list imply that the City of Gold Bar has or maintains some or all of the types of records noted in this list.

<u>RCW 13.60.020</u>	Missing children information
<u>RCW 13.70.090</u>	Citizen juvenile review board – confidentiality
<u>RCW 18.04.405</u>	Confidentiality of information gained by CPA
<u>RCW 18.19.060</u>	Notification to clients by counselors
<u>RCW 18.19.180</u>	Confidential communications with counselors
<u>RCW 19.215.020</u>	Destruction of personal health and financial information
<u>RCW 19.34.240(3)</u>	Private digital signature keys
<u>RCW 19.215.030</u>	Compliance with federal rules
<u>RCW 26.04.175</u>	Name and address of domestic violence victim in marriage records
<u>RCW 26.12.170</u>	Reports of child abuse/neglect with courts
<u>RCW 26.23.050</u>	Child support orders
<u>RCW 26.23.120</u>	Child support records
<u>RCW 26.26.041</u>	Uniform Parentage Act – protection of participants
<u>RCW 26.26.450</u>	Confidentiality of genetic testing
<u>RCW 26.33.330</u>	Sealed court adoption records
<u>RCW 26.33.340</u>	Agency adoption records
<u>RCW 26.33.343</u>	Access to adoption records by confidential intermediary
<u>RCW 26.33.345</u>	Release of name of court for adoption or relinquishment
<u>RCW 26.33.380</u>	Adoption – identity of birth parents confidential
<u>RCW 26.44.010</u>	Privacy of reports on child abuse and neglect
<u>RCW 26.44.020(19)</u>	Unfounded allegations of child abuse or neglect
<u>RCW 26.44.030</u>	Reports of child abuse/neglect
<u>RCW 26.44.125</u>	Right to review and amend abuse finding – confidentiality
<u>RCW 27.53.070</u>	Records identifying the location of archaeological sites
<u>RCW 29A.08.720</u>	Voter registration records – place of registration confidential
<u>RCW 29A.08.710</u>	Voter registration records – certain information exempt
<u>RCW 35.102.145</u>	Municipal business and occupation tax – Confidentiality, privilege, and disclosure
<u>Chapter 40.14 RCW</u>	Preservation and destruction of public records
<u>RCW 42.23.070(4)</u>	Municipal officer disclosure of confidential information prohibited
<u>RCW 42.41.030(7)</u>	Identity of local government whistleblower
<u>RCW 42.41.045</u>	Non-disclosure of protected information (whistleblower)
<u>RCW 46.52.080</u>	Traffic accident reports – confidentiality
<u>RCW 46.52.083</u>	Traffic accident reports – available to interested parties
<u>RCW 46.52.120</u>	Traffic crimes and infractions – confidential use by police and courts
<u>RCW 46.52.130(2)</u>	Abstract of driving record
<u>RCW 48.62.101</u>	Local government insurance transactions – access to information
<u>RCW 50.13.060</u>	Access to employment security records by local government agencies

<u>RCW 50.13.100</u>	Disclosure of non-identifiable information or with consent
<u>RCW 51.28.070</u>	Worker's compensation records
<u>RCW 51.36.060</u>	Physician information on injured workers
<u>RCW 60.70.040</u>	No duty to disclose record of common law lien
<u>RCW 68.50.105</u>	Autopsy reports
<u>RCW 68.50.320</u>	Dental identification records – available to law enforcement agencies
<u>Chapter 70.02 RCW</u>	Medical records – access and disclosure – entire chapter (HC providers)
<u>RCW 70.05.170</u>	Child mortality reviews by local health departments
<u>RCW 70.24.022</u>	Public health agency information regarding sexually transmitted disease investigations - confidential
<u>RCW 70.24.024</u>	Transcripts and records of hearings regarding sexually transmitted diseases
<u>RCW 70.24.105</u>	HIV/STD records
<u>RCW 70.28.020</u>	Local health department TB records – confidential
<u>RCW 70.41.200</u>	Hospital quality improvement committee records and accreditation reports
<u>RCW 70.48.100</u>	Jail records and booking photos
<u>RCW 70.58.055</u>	Birth certificates – certain information confidential
<u>RCW 70.58.104</u>	Vital records, research confidentiality safeguards
<u>RCW 70.94.205</u>	Washington Clean Air Act – confidentiality of data.
<u>RCW 70.96A.150</u>	Alcohol and drug abuse treatment programs
<u>RCW 70.123.075</u>	Client records of domestic violence programs
<u>RCW 70.125.065</u>	Records of rape crisis centers in discovery
<u>RCW 71.05.390</u>	Information about mental health consumers
<u>RCW 71.05.395</u>	Chapter 70.02 RCW applies to mental health records
<u>RCW 71.05.400</u>	Information to next of kin or representative
<u>RCW 71.05.425</u>	Notice of release or transfer of committed person after offense dismissal
<u>RCW 71.05.427</u>	Information that can be released
<u>RCW 71.05.430</u>	Statistical data
<u>RCW 71.05.440</u>	Penalties for unauthorized release of information
<u>RCW 71.05.445</u>	Release of mental health information to Dept. of Corrections
<u>RCW 71.05.620</u>	Authorization requirements and access to court records
<u>RCW 71.05.630</u>	Release of mental health treatment records
<u>RCW 71.05.640</u>	Access to treatment records
<u>RCW 71.05.650</u>	Accounting of disclosures
<u>RCW 71.24.035(5)(g)</u>	Mental health information system – state, county and regional support networks – confidentiality of client records
<u>RCW 71.34.200</u>	Mental health treatment of minors – records confidential
<u>RCW 71.34.210</u>	Court records for minors related to mental health treatment
<u>RCW 71.34.225</u>	Release of mental health services information

<u>RCW 71A.14.070</u>	Records regarding developmental disability – confidentiality
<u>RCW 72.09.345</u>	Notice to public about sex offenders
<u>RCW 72.09.585(3)</u>	Disclosure of inmate records to local agencies – confidentiality
<u>RCW 73.04.030</u>	Veterans discharge papers exemption (see related RCW 42.56.440)
<u>RCW 74.04.060</u>	Applicants and recipients of public assistance
<u>RCW 74.04.520</u>	Food stamp program confidentiality
<u>RCW 74.09.900</u>	Medical assistance
<u>RCW 74.13.121</u>	Financial information of adoptive parents
<u>RCW 74.13.280</u>	Children in out-of-home placements - confidentiality
<u>RCW 74.20.280</u>	Child support enforcement – local agency cooperation, information
<u>RCW 74.34.095</u>	Abuse of vulnerable adults - confidentiality of investigations and reports
<u>RCW 82.32.330</u>	Disclosure of tax information
<u>RCW 84.36.389</u>	Confidential income data in property tax records held by assessor
<u>RCW 84.40.020</u>	Confidential income data supplied to assessor regarding real property
Selected Federal Confidentiality Statutes and Rules	
18 USC § 2721 - 2725	Driver and License Plate Information
20 USC § 1232g	Family Education Rights and Privacy Act
23 USC § 409	Evidence of certain accident reports
42 USC 290dd-2	Confidentiality of Substance Abuse Records
42 USC § 405(c)(2)(C)(viii) (I)	Limits on Use and Disclosure of Social Security Numbers.
42 USC 654(26)	State Plans for Child Support
42 USC 671(a)(8)	State Plans for Foster Care and Adoption Assistance
42 USC 1396a(7)	State Plans for Medical Assistance
7 CFR 272.1(c)	Food Stamp Applicants and Recipients
34 CFR 361.38	State Vocational Rehabilitation Services Programs
42 CFR Part 2 (2.1 -	Confidentiality of Alcohol and Drug Abuse Patient Records
42 CFR 431.300 - 307	Safeguarding Information on Applicants and Recipients of Medical Assistance
42 CFR 483.420	Client Protections for Intermediate Care Facilities for the Mentally Retarded
42 CFR 5106a(b)(2)(A)	Grants to States for Child Abuse and Neglect Prevention and Treatment Programs
45 CFR 160-164	HIPAA Privacy Rule
46 CFR 40.321	USCG regulations regarding confidentiality of drug and alcohol test results done by marine employers

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-05**

**A RESOLUTION OF THE CITY OF GOLD BAR,
WASHINGTON AMENDING THE FEE SCHEDULE**

WHEREAS, the City of Gold Bar Fee Schedule includes Water Capital Improvement Impact fees; and

WHEREAS, Water Capital Improvement Impact fees have not been updated since 2004; and

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Gold Bar that the Fee Schedule shall be amended as follows.

I. Capital Water Improvement Impact Fees, Section II(B)(7)

II. Fee Resolution Wording

III. Severability

I. Capital Improvement Impact Fees

II(B)(7) Water Capital Improvement Impact Fees (prior to water hookup)

<u>Size of Service Connection</u>	<u>Inside City Limits</u>	<u>Outside City Limits</u>
¾ - 1 inch	\$4,134	\$4561
1 ½ - 2 inch	\$12,670	\$14,804
3 inch	\$23,340	\$27,608
4 inch	\$34,010	\$40,412
5 inch	\$44,680	\$53,216
6 inch and above	\$55,350	\$66,020

II. All other wording of the City of Gold Bar Fee Schedule shall remain as adopted.

III. Severability

Should any section, subsection, paragraph, sentence, clause, or phrase of this resolution be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of such resolution.

Resolved this 5th day of July, ~~2014~~ 2016

Approved:

Lee Hodo, Lee Hodo, Mayor

Attest/Authenticated: [Signature], Lisa Stowe, Clerk

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-06**

A RESOLUTION FOR THE ANNUAL GOLD DUST DAYS FESTIVAL

WHEREAS the annual Gold Dust Days Festival continues to be a positive annual event that provides benefits to the community and attracts tourists to the City; and

WHEREAS the annual Gold Dust Days has been taking place within the City of Gold Bar incorporated limits for several years; and

WHEREAS Gold Bar Municipal Code 12.05 requires a Council Resolution to perform certain activities in City Parks and on public property; and

WHEREAS the annual Gold Dust Days festival includes food vendors and vendors selling a variety of wares; and

WHEREAS the annual Gold Dust Days festival includes the Washington Civil War Association firing muskets and cannon blanks at the US-2 park; and

WHEREAS in the past the City of Gold Bar approved resolutions for the annual Gold Dust Days festival on an annual basis; and

WHEREAS the timing of beginning advertising and solicitation of vendors for the event does not always easily coincide with the timing of the City of Gold Bar Council meetings; and

WHEREAS overall activities, vendors, street and park impacts, and other activities related to the festival remain constant year to year;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Gold Bar, Washington, as follows.

- I. Vendors**
- II. Washington Civil War Association**
- III. Street Impacts**
- IV. City of Gold Bar Provisions**
- V. City of Gold Bar Labor**
- VI. Resolution Exception**

I. Vendors

Vendors may sell various wares and refreshments upon the approval of the Mayor with no business fee in accordance with GBMC 5.04.040(I) when a City business license application form is submitted. The Sky Valley Chamber of Commerce shall submit a business license application form listing the owner's name, address, and telephone number for each vendor and display booth that will participate in the festival.

II. Washington Civil War Association

Non-projectile black powder cannons and muskets will be permitted for educational displays and as part of a battle re-enactment by the Association.

III. Street Impacts

Lewis Avenue shall be blocked off between 3rd and 5th Streets starting on the Friday of the festival weekend, at 9:00 am and continuing until the Sunday of the festival weekend at 6:00 pm. In addition, Lewis Avenue shall be blocked off between 3rd Street and 10th Street on the Saturday of the festival weekend, starting at 9:00 am and lasting until noon.

IV. City of Gold Bar Provisions

The City of Gold Bar shall provide a three-compartment sink, tents, picnic tables, road block equipment and road block signs (if required), and trash cans, and shall pay for the electricity and water used during the dates and hours of the festival. Funds shall be taken from the City's General Fund. Sky Valley Chamber of Commerce volunteers will handle the set-up and take-down of all equipment and road blocks and signs.

V. City Labor

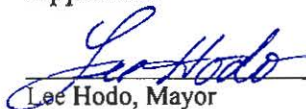
No City labor will be provided except as incidental support of volunteer work.

VI. Resolution Exception

This Resolution shall hold for each annual Gold Dust Days festival until, or unless, changes are made to the presentation or operation of the festival, or to impacts to the City. Any variation from this adopted Resolution shall require an amendment prior to the Gold Dust Days festival taking place.

RESOLVED this 5th day of July, 2016.

Approved:



Lee Hodo, Mayor

Attest/Authenticated:



Lisa Stowe, Clerk/Treasurer

CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-06 07

**A RESOLUTION OF THE CITY OF GOLD BAR,
ADOPTING A FINANCIAL PLAN**

WHEREAS, the Washington State Auditor requests the City of Gold Bar to have a Financial Plan in place; and

WHEREAS, a Financial Plan works as a guideline for all financial practices; and

WHEREAS, the City of Gold Bar agrees with the Auditor that a financial plan would be beneficial as a guideline for financial health;

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Gold Bar adopts a Financial Plan.

I. Financial Plan

The Financial Plan as attached is adopted Plan for the City of Gold Bar.

The Financial Plan may be amended as needed by Resolution.

RESOLVED this 17th day of May, 2016.

ATTEST/AUTHENTICATED:

APPROVED:



Lisa Stowe, City Clerk/Treasurer



Lee Hodo, Mayor

City of Gold Bar

EST. 1910

107 – 5th Street, Gold Bar, WA 98251



City of Gold Bar Financial Plan

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General Financial Management Guidelines

Purpose and Background

The stewardship of public funds is one of the primary responsibilities of the Mayor and Council of the City of Gold Bar (City). Vital to these responsibilities are the establishment of financial policies that enable City officials and staff to manage financial resources prudently, and in a manner that meets the City's obligations while planning for future financial needs. This financial plan endeavors to address those responsibilities. It is recognized that this Plan cannot anticipate all financial decisions

and it is intended that policies be applied broadly in order to meet specific circumstances.

The goal of this Financial Plan is to establish guidelines for developing financial objectives, making financial decisions, reporting the financial status of the City, and managing the City's financial health through internal controls, similar to a Comprehensive Plan which creates 'umbrella' guidelines over policies and regulations for a city.

Philosophy

A goal of the City shall be to achieve a strong financial condition that provides the necessary resources to meet the levels of service desired by the residents of the City; withstands local and regional economic impacts; ensures timely payments of fiscal obligations; provides resources for emergencies; meets local, state, and federal financial regulations; and operates within a transparent government.

Application of Plan

This Plan applies to the financial management of all funds, assets, and programs of the City, and is incorporated into its budgeting processes, planning documents, and management.

Guidelines

The City strives to balance services for a standard of life for residents with the reality of local, state, and federal economies that can impact the City's ability to maintain services. During periods of declining economies, the City's financial goal will be to meet obligations which are higher priorities. During periods of improving economies the City will strive to establish financial strength for future declining periods as well as enhancing levels of service.

General Budget Policies

Strategic Policies

It is the responsibility of the City Council to formulate financial policies that establish the framework to guide spending priorities within the City and to review those policies on a periodic basis.

Budget Preparation

Supervisors are responsible for proposing budgets consistent with priority direction from the Mayor and Council, and with guidance from the Treasurer. Supervisors shall draft proposed budgets and submit them to the Treasurer by September 1st of each year.

The Treasurer is responsible for the overall preparation and administration of the City's budget. This function is fulfilled in compliance with applicable state and federal statutes governing local government budgeting practices.

The Treasurer assists supervisors in identifying budget problems, formulating solutions, and implementing any necessary corrective actions.

The Treasurer shall be responsible for presenting an annual operating budget draft to the Mayor and Council for action.

The Mayor and Council shall review and act on the recommended fiscal year budget of revenues and expenditures.

Balanced Budget

In compliance with RCW 35.33.075, the City adopts a balanced budget, which requires total estimated revenues to equal the total estimated expenditures. This requirement of a balanced budget applies to each individual fund.

Budget Adoption

The current year budget is formally adopted annually prior to the last day of December.

Budget Forecasts

A forecast of revenues and expenditures shall be created for a minimum of six years and shall be included with the annual budget during the adoption process. This forecast acts as a guide to ensure that expenditures are limited to an amount that can be sustained with projected revenues while retaining prudent reserves.

Unreserved Funds

Unreserved funds are typically utilized for the day to day operations of the City.

Reserved Funds

Reserved funds are utilized for specific fund needs which are clearly identified. These types of uses are typically for capital improvement requirements.

Revenue Guidelines

The City must balance present and anticipated services as well as maintain the City's ability to create revenue to support such services.

Mix of Revenues

The City shall strive to maintain a diversified mix of revenues in order to balance revenue sources and to provide stability and predictability.

Charges for Services

Charges for services shall be established at a rate that recovers full costs, including direct costs, indirect costs, and capital costs. Fees or service charges shall be periodically updated.

One-Time Revenues

When considering new revenue sources to fund on-going operational costs, the City shall not include one-time revenue sources.

Grant Agreements

Prior to application and acceptance, grant agreements will be reviewed by appropriate staff to ensure matching requirements are reasonable and attainable, and to ensure compliance with any regulatory requirements.

Recording Receipts

The following procedures for revenue received shall be in place:

- All checks shall be stamped 'for deposit only'
- All cash and checks received through the mail or through the City's drop box shall be forwarded to the Office Manager or her designee upon receipt
- The Office Manager or her designee shall record all revenue and prepare deposits
- Deposits shall be reviewed by someone other than the Office Manager prior to actual depositing
- Deposits to the bank shall be made by someone other than the person who prepared the deposit
- Deposit paperwork, including deposit slips, shall be placed in a packet for the Clerk/Treasurer to review and sign off on
- All deposits and associated paperwork shall be filed by month and available for auditing
- All deposits and associated paperwork shall be retained following the State's Record Retention Guidelines.

Expenditure Guidelines

Approvals

All expenditures must be approved by supervisors. All expenditures must also be approved by the City's Clerk/Treasurer and Council through the voucher process. These approvals must include adhering to purchasing requirements and assuring that appropriation through the budget process is approved.

Thresholds for expenditures that require prior Council approval shall be set by ordinance.

Procedures

The Clerk/Treasurer shall maintain standard accounting records containing all aspects of the City's financial operations, as required by the State Auditor's Office and the state's Record Retention Guidelines.

The Finance Committee, Mayor, Clerk/Treasurer, and Council shall sign the Warrant Register provided by the Clerk/Treasurer, documenting approvals.

The check stub shall be stapled and filed with the documentation for each warrant. These shall be filed by the month and made available for audits and reviews. Monthly packets shall be retained following the Record Retention Guidelines.

Signatures

All checks shall be signed by two supervisors. Checks may not be signed by the person (typically the Clerk/Treasurer) who creates the invoice and check. In the advent of an emergency situation, the checks may be signed by only one supervisor, with the Mayor notified of the emergency.

Payroll

Payroll is executed monthly by the Clerk/Treasurer. Timesheets shall be created by the employee and signed by both the employee and the employee's supervisor. Timesheets and check stubs shall be reviewed following the procedures for all warrants.

Compensation

Compensation such as vacations, sick leave, bereavement leave, etc. shall be defined in the City's Personnel Manual.

Public Stewardship

The City will strive to balance prudent decision making with fair market considerations in order to receive optimal value for the funds being expended.

Banking

Accounts

The Clerk/Treasurer shall maintain and oversee bank and investment accounts and ensure the City's day-to-day financial operations.

Reconciliations

The Clerk/Treasurer shall reconcile all bank and investment accounts on a monthly basis when statements arrive. Reconciliations shall be presented to the Mayor, Finance Committee, and Council for review and signatures.

All reconciliations shall be retained following the state's Record Retention Guidelines and made available for review and audit.

Insurance

Reasonable and adequate coverage will be maintained by the City to protect the City's interests, assets, and employees. The City maintains insurance coverage through the Association of Washington Cities. That coverage may be changed by Mayor, Council, and Clerk/Treasurer review, if the need arises.

Financial Planning and Forecasting Guidelines

The City shall maintain a financial forecast of revenue resources and expenditures for six years beyond the current budget period. The purpose of the forecast is to give the City's policy-makers an indication of the long-term fiscal impact of current policies and budget decisions.

Budget Adjustments and Amendments

The current operating budget may be adjusted during the year using of two methods.

1. Budget Adjustments

The adjustment process is a reallocation of existing appropriations and does not change the total dollar amount appropriated for any Fund. This type of adjustment takes place at the line item level within a fund. These types of adjustments are the preferred budget modification process and do not require approval of the City Council.

2. Budget Amendment

This process adds, or reduces, existing appropriations resulting in a net change to the balance of one or more individual funds, and affects the total dollar amount appropriated for any Fund. This type of amendment requires an ordinance and approval by the City Council.

Budget Updates

The Clerk/Treasurer will present a financial report to the Council at least quarterly, as part of their Council packet.

Reserve Policies

The City will maintain adequate reserves. Reserves shall be sufficient to meet the following needs:

- provide adequate liquidity
- provide for unanticipated economic downturns
- maintain credit ratings
- provide for services and costs during a declared emergency
- provide for long-term capital needs

1. Definition of Reserves

The City defines budgetary reserves as the difference between:

- those short-term assets that can reasonably be expected to be available for use within the year or shortly thereafter; and
- those liabilities that can reasonably be expected to be extinguished during the year

2. Management of Separate Fund Reserves

Fund Reserves shall be used to help financially manage the various services provided by the Fund. Unless allowed by state law, accepted accounting practices and authorized by Council, the transfer of funds from one Reserve fund to another is prohibited. Borrowing from reserve balances within a fund when that fund exceeds the established budgeted threshold is allowed.

3. Use of Reserves in Excess of Adequate Standards

Use of reserves in excess of the minimum standard, to balance a Fund's budget shall be allowed. However, such use of Reserves shall be specifically identified to the Council as part of their budget deliberations. When reserves are to be budgeted for use, the Council shall receive details as to the future plan for balancing the budget without the use of reserves and for the replenishment of reserves to their target, or previous, levels.

4. Reserves Below Adequate Standards

When a fund reserve falls below its adequate standard the Mayor shall be required to present to the Council, within sixty (60) days, a financial plan that restores the fund reserve balance to the standard required to meet adequate needs within the shortest period feasible or no longer than three (3) Budget years.

5. Undesignated Reserves

Fund reserves in excess of the target adequate goals are considered 'undesignated'. As allowed by accounting standards and state law, undesignated reserves can be utilized as revenues within the budget without further additional disclosure or deliberations.

Investment Policies

Asset Preservation

Preservation and safety of assets is a higher priority than return on investments. Therefore the City will seek a reasonable return on its investments while also utilizing a secure form of investment such as the Local Government Investment Pool (LGIP).

Interfund Loans

With Council approval, the City may use interfund loans when possible to provide for cash flow coverage in cases where Funds experience higher than anticipated expenditures or in other situations as deemed necessary. Interfund loans shall be allowed on a case-by-case basis with prior Council review and approval. The Clerk/Treasurer will establish a time period for repayment and an interest rate based on current rates of interest at the time of the loan.

Debt Issuance

Before a debt is issued, consideration will be given to whether a sufficient revenue stream is available to repay the debt. Consideration must also be given to alternate methods of financing and whether it would not be cost effective to delay issuing the debt.

For projects requiring the issuance of debt in excess of fifty thousand dollars (\$50,000) a separate financial funding analysis shall be prepared for additional Council review.

Capital Investment Policy

Relationship to Long-Range Plans

Capital projects will typically be based on Council-approved formal long-range plans such as the Capital Improvements Plan, City Comprehensive Plan, and Water Comprehensive Plan and/or other supporting plans or studies. Each project will be evaluated based on its relative contribution to meeting the stated goals and objectives of these Plans and/or studies.

Project Management

Each capital project which is included in the Capital Improvement Plan, City Comprehensive Plan, the Water Comprehensive Plan, and/or other supporting plans or studies shall have the Public Works Director assigned as the project lead.

Project Tracking

Each capital project is required to be tracked by the Clerk/Treasurer with specific line item (BARS) codes utilized to identify the project separate from other revenues and expenditures.

Budget

Capital projects are budgeted at full estimated cost of completing the project, or in phases for larger projects, in the year the project is expected to start. Once adopted, unspent capital project budgets will be re-appropriated at the end of each fiscal period until the project is completed or abandoned.

Calculation of Operating Impact

Future operating and maintenance cost impacts of new capital projects will be estimated and considered prior to the authorization of the project.

Accounting, Audit, and Financial Reporting Policies

Budget

The Clerk/Treasurer will maintain a system for monitoring the City's budget performance. This system will provide the Council with regular reports in the form of a financial report that includes fund level revenues and expenditures for each Fund. The Clerk/Treasurer will have primary responsibility for ensuring that Funds stay within their annual adopted budget. Supervisors will also have responsibility for ensuring that their expenditures stay within the adopted budget.

Financial

The Clerk/Treasurer will maintain financial records in a manner required by the State Auditor and standard accounting principles for cash-based accounting entities. The City's financial statements shall be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) for cash-based local governments.

Audit

The City will have an audit of its financial statements annually, or as required by the Washington State Auditor's Office. The Clerk/Treasurer and Mayor shall have direct responsibility in overseeing the implementation of the audit and in working with the auditors to guarantee all information required is provided.

The final audit report shall be presented to the Council with representatives from the Auditor's Office during an exit conference.

Debt Policies

The City is committed to having strong financial policies, accounting controls, detailed budgets, and on-going forecasts. Together these tools provide for prudent management of the City's finances and provide for its financial health.

The primary objective of Debt Policies is to establish criteria that will protect the City's financial integrity while providing a funding mechanism to meet the City's financial needs. The underlying approach of the City is to borrow only for capital improvements that cannot be funded on a pay-as-you-go basis. The City will not issue long-term debt to finance current operations except in emergency situations.

All debt issued will be in compliance with RCW Titles 35 and 39 as well as applicable City, State, and Federal laws, rules, and regulations.

Responsibility

Authority to issue debt is solely authorized through a legislative action of the City Council. The Council provides for administrative management and payment of all debt obligations through the Clerk/Treasurer and authorizes the Clerk/Treasurer, in the capacity of the Clerk/Treasurer duties, to administer these duties.

The Clerk/Treasurer is responsible for assuring that all reporting requirements have been met and that debt management procedures are in place.

Financial Communication and Reporting

The Mayor shall be designated as the primary contact within the City for purposes of speaking on behalf of the City regarding debt issuance. The City is committed to providing accurate and timely information as requested, as part of its debt obligation.

Budgeting and Capital Planning Within Financial Management

The City shall develop and maintain a capital planning process such as the Capital Improvement Plan for consideration and adoption by the Council.

Types of Long-Term Debt

The following is a description of types of long-term debt the City may issue.

1. General Obligation Debt. This debt is backed by credit of the City. General Obligation Debt has a pledge of the City's taxing authority, and debt issued in this category can be used for any purpose allowed by law. The State RCWs limit this debt to 2.5% of the assessed valuation of the City for each of three purposes:

a. Non-Voted (also called Councilmanic). The Council may authorize the issuance of general obligation debt up to 1.5% of the City's assessed value without a vote of the public as long as there is an available source of funding to pay the debt service.

b. Voted. The Council may place any general obligation debt issued before the electorate. According to State law, if a debt issue is placed before the City's electorate, it must receive a 60% or greater 'yes' vote and have a turnout of at least 40% of those voting at the previous general election. Voted issues are limited to capital purposes only. Voted General Obligation debt is limited to 1% of the City's assessed valuation.

2. Open Space and Parks. Debt issued in this category must be used for parks and open spaces and/or recreation facilities. All debt in this category must be approved by the voters and is subject to a statutory limit of 2.5% of City assessed valuation.

3. Utilities. Debt issued in this category must be used for utility infrastructure.

Revenue Debt

Revenue bonds are generally payable from a designated source of revenue generated by the project that was financed. No taxing power or general fund pledge is provided as security. Unlike General Obligation debt, revenue debt is not subject to the City's statutory debt limitation, nor is voter approval required.

Local Improvement District (LID) Debt

LID bonds are payable solely from assessments of property owners within the local improvement district. Similar to revenue debt, no taxing power or general fund pledge is provided as security and LID bonds are not subject to statutory debt limitations.

This debt is backed by the value of the property within the district and a LID Guaranty Fund. The LID Guaranty Fund is required by State Law.

Short Term Debt and Interim Financing

The City may utilize short-term borrowing in anticipation of long-term bond issuance or to fund cash flow needs in anticipation of tax or other revenue sources. Under no circumstances is the City to utilize short-term derivative contracts to provide 'hedging' of interest costs for longer term debt.

With Council approval the Clerk/Treasurer may make loans from one City fund to another City fund to provide for cash flow coverage. Longer term uses will be allowed on a case-by-case basis. The Clerk/Treasurer or designee is required to assure that the loaning fund will have adequate cash balances to continue to meet current expenditures after the loan is made and until repayment from the receiving fund. Any interim financing utilizing an interfund loan shall be assessed interest at an interest rate that is equal to average monthly interest earning rates.

Debt Repayment

The City shall contract with the Washington State Treasurer's Office for management of the payment of debt service on all outstanding bond issues.

The City shall pay all interest and repay all debt in accordance with the terms of any bond. The maturity of bonds issued should be the same or less than the expected life of the project for which the bonds were issued.

The City shall strive to issue debt in a manner that does not jeopardize the financing of current period operating costs, and that maintains the City's reserve balances. No debt should be issued without an analysis of the source of repayment for such debt.

The Clerk/Treasurer shall strive to create a debt service repayment schedule that provides for level or declining debt repayment schedules.

Professional Services

The City's Clerk/Treasurer shall be responsible for the solicitation and selection of professional services that might be required to administer any debt program. Any professional services supplied shall be through the use of a Professional Services contract. All service contracts shall be authorized only after a formal Request for Services has been issued, a formal selection process completed, and the Council has granted approval.

Refunding Debt

A debt refunding is a refinance of a debt typically done to take advantage of lower interest rates. Unless otherwise justified, a debt refunding will require a net present value savings of three percent of the principal amount of the refunding debt being issued.

Confidentiality and Records Security

Financial records shall be maintained following requirements of the Record Retention Guidelines and the Public Records Act.

All personnel files shall be kept confidential by the Clerk/Treasurer. Access to personnel files shall be limited to the Mayor, Clerk/Treasurer, and/or the Office Manager. Employees may access their personnel files by making a request to the Clerk/Treasurer. Any personnel files that may be legally released under the Public Records Act, will be released.

Physical Security

It is important in all organizations that assets be adequately protected. Physical security of assets requires that access to assets be limited to authorized personnel. One means to limit access to both assets and related accounting records is through the use of physical controls such as locked file cabinets. Protection devices restrict unauthorized personnel from obtaining direct access to assets or indirect access through accounting records that could be used to misappropriate assets.

Conclusion

The Financial Plan for the City of Gold Bar is intended as a guideline and by its nature must be flexible as city needs change.

The Financial Plan should be reviewed regularly, on a schedule determined by the City's Clerk/Treasurer, when requested by the Mayor or City Council, or on an as-needed basis. Amendments to the Plan shall be done through the process of Council action by motion, amending the adopting Resolution.

CITY OF GOLD BAR, WASHINGTON
RESOLUTION 16-07 03

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON AMENDING
RESOLUTION 15-02 DESIGNATING A PUBLIC RECORDS OFFICER**

WHEREAS Resolution 15-02 designated the City of Gold Bar Mayor as the public records officer; and

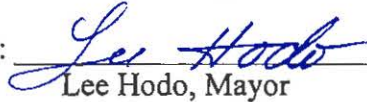
WHEREAS the Public Records Officer is no longer a position filled by the Mayor; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Gold Bar as follows:

The position of a Public Records Officer shall be an employee of the City of Gold Bar as designated and/or hired by the Mayor.

Resolved this 5th day of July, ~~2015~~. **2016**

Approved: _____


Lee Hodo, Mayor

Attest: _____



Lisa Stowe, Clerk/Treasurer

**CITY OF GOLD BAR, Washington
RESOLUTION 16-09**

**A RESOLUTION OF THE CITY OF GOLD BAR ADOPTING THE UPDATED AND
REVISED SNOHOMISH COUNTY HAZARD MITIGATION PLAN**

WHEREAS, all of Snohomish County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Snohomish County, Tribes, Cities, and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the county; and

WHEREAS, the 2010 edition of the Snohomish County Hazard Mitigation Plan has been updated, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy; and

WHEREAS, the coalition has completed a planning process that reviewed and/or revised the risk assessment, goals and objectives, action plan, and reengaged the public; and

WHEREAS, FEMA has completed pre-adoption review of the revised Snohomish County Hazard Mitigation Plan pursuant to 44 CFR Part 201, and City Council adoption must occur for the City of Gold Bar to have a FEMA approved Natural Hazards Mitigation Plan; and

WHEREAS, it has been found that the proposed Plan is consistent with the City of Gold Bar Comprehensive Plan, and other State, Federal, and local regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLD BAR, WASHINGTON AS FOLLOWS:

A. The Gold Bar City Council hereby;

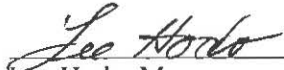
1. Adopts Volume 1 in its entirety and adopts the following portions of Volume 2: Part 1; the City of Gold Bar jurisdictional annex in Part 2 and all Volume 2 appendices of the Snohomish County Hazard Mitigation Plan (SC HMP). A copy of said documents shall be available for review and inspection at the Snohomish County DEM Office and online at: <http://wa-snohomishcounty.civicplus.com/2429/Hazard-Mitigation-Plan> .

2. Will use the adopted portions of the SC HMP to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the SC HMP with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Planning Coalition and continue to participate in the Coalition Partnership as described by the SC HMP.
5. Will help to promote and support the mitigation successes of all SC HMP Planning Partners.

B. It is the purpose of the Resolution to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Resolution. No provision or term used in this Resolution is intended to impose any duty whatsoever upon the City or any of its officers, agents, or employees for whom the implementation of this Resolution shall be discretionary and not mandatory.

C. Nothing contained in this Resolution is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents, and employees for any inquiry or damage resulting from the failure to comply with the provisions of this Resolution or be a reason or a consequence of any inspections, notice, or order, in connection with the implementation or enforcement of the Resolution, or by reason of any action of the City related in any manner to enforcement of this Resolution by its officers, agents, or employees.

ADOPTED by the Gold Bar City Council this 3rd day of August, 2016



Lee Hodo, Mayor



Lisa Stowe, Clerk/Treasurer

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-10**

**A RESOLUTION OF THE CITY OF GOLD BAR,
WASHINGTON AMENDING THE FEE SCHEDULE**

WHEREAS, the City of Gold Bar currently charges applicants \$85 per hour for fire inspections; and

WHEREAS, Snohomish County charges the City \$88 for fire inspections; and

WHEREAS, the fee the City collects is not sufficient to cover costs, including administrative time spent in billing; and

WHEREAS, an administrative fee to cover administrative time is standard; and

WHEREAS, the County regularly changes their fees; and

WHEREAS the City wishes to avoid updating the Fee Schedule following each County increase; and

WHEREAS the current version of the Fee Schedule wording on fire inspections does not specify City costs or County charges;

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Gold Bar that the Fee Schedule shall be amended as follows.

I. Section IV(B) Annual Business License Fees

II. Fee Schedule Wording

III. Severability

I. Section IV(B) Annual Business License Fees

IV(B) Annual Business License Fees

B. Annual fire inspections, as related to operation of a business and certificates of occupancy, have associated fees that are set by interlocal with Snohomish County for fire inspections. The City shall charge applicants the fee charged by Snohomish County for fire inspections plus an administrative fee of \$4.

II. All other wording of the City of Gold Bar Fee Schedule shall remain as adopted.

III. Severability

Should any section, subsection, paragraph, sentence, clause, or phrase of this resolution be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of such resolution.

Resolved this 20th day of September, 2016

Approved:

Lee Hodo, Lee Hodo, Mayor

Attest/Authenticated: [Signature], Lisa Stowe, Clerk

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-11**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON ADOPTING
PROPERTY TAXES FOR THE YEAR 2017**

Whereas, the Council of the City of Gold Bar has met and considered its budget for the calendar year 2017; and

Whereas, the district's actual levy amount from the previous year was \$200,794.14; and

Whereas, the population of this district is less than 10,000;

Now therefore, be it resolved by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be \$13,717.00 which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred, and refunds made.

Resolved this 15th day of November, 2016.

APPROVED:



Lee Hodo, Mayor

ATTEST/AUTHENTICATED:



Lisa Stowe, Clerk/Treasurer

City of Gold Bar

EST. 1910

107 – 5th Street, Gold Bar, WA 98251



Levy Certification

In accordance with RCW 84.52.020, I, Lee Hodo, Mayor for the City of Gold Bar, Washington, do hereby certify to the Snohomish County legislative authority that the City Council of Gold Bar requests that the following levy amounts be collected in 2017 as provided in the city's budget, which was reviewed on November 1st, 2016.

Regular levy: \$216220.10 (*includes Highest Lawful Levy plus refunds of \$1220.10*)

Excess levy: \$0



Lee Hodo, Mayor, City of Gold Bar

11-17-16
Date

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-12**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON APPROVING THE
INTERLOCAL AGREEMENT WITH THE ASSOCIATION OF WASHINGTON CITIES
(AWC) RISK MANAGEMENT SERVICE AGENCY (RMSA)**

WHEREAS, the Association of Washington Cities Risk Management Service Agency (AWC RMSA), authorized and formed under RCW 48.62, offers pooled self-insurance providing cost stability and the potential for long-term savings; and

WHEREAS, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

WHEREAS, the City of Gold Bar has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages with legal counsel for consistency with city codes of the City of Gold Bar; and

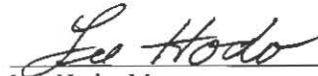
WHEREAS, the City of Gold Bar acknowledges that after becoming a member of the AWC RMSA, the City of Gold Bar shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

WHEREAS, the City of Gold Bar concludes that the Interlocal Agreement of the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

NOW THEREFORE, BE IT RESOLVED that the City of Gold Bar does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Gold Bar and the AWC RMSA.

Resolved by the City of Gold Bar this 1st day of November, 2016.

APPROVED:



Lee Hodo, Mayor

ATTEST/AUTHENTICATED:



Lisa Stowe, Clerk/Treasurer

**INTERLOCAL AGREEMENT OF
THE ASSOCIATION OF WASHINGTON CITIES
RISK MANAGEMENT SERVICE AGENCY
(AWC-RMSA)**

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INTERLOCAL AGREEMENT: OF THE ASSOCIATION OF WASHINGTON CITIES RISK MANAGEMENT SERVICE AGENCY

PREAMBLE

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

RECITALS

WHEREAS, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

WHEREAS, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

WHEREAS, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-Insurance program for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

ARTICLE 1 Definitions

The following definitions shall apply to the provisions of this Agreement:

- 1.1 **"Administrative Agent,"** shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 **"Agency"** shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 **"Agreement"** shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.
- 1.5 **"Association"** shall mean the Association of Washington Cities.
- 1.6 **"Board of Directors"** or **"Board"** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **"Bylaws"** shall mean the document(s) that provides for the governance and operation of the Agency. "Bylaws" mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **"Claim(s)"** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **"Coverage Agreement"** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **"Interlocal Agreement"** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **"Joint Self-Insurance Program"** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **"Member"** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- 1.17 **"Member Standards"** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **"Operating Committee"** shall mean the standing advisory committee to the Board.

- 1.19 **"Reassessment"** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **"Risk Sharing"** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **"Signatory"** or **"Signatories"** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **"Special Committee"** – shall mean committees of the Agency created by the Board of Directors.

ARTICLE 2

Risk Sharing

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
- 2.1.1 Risk Sharing
 - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
 - 2.1.3 Joint purchase of administrative and other services including:
 - 2.1.3.1 Claims adjusting;
 - 2.1.3.2 Data processing;
 - 2.1.3.3 Risk management consulting;
 - 2.1.3.4 Loss prevention;
 - 2.1.3.5 Legal; and
 - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

Article 3 Agency Offices

- 3.1 **Principal Executive Office**
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

ARTICLE 4 Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 5 Term of Agreement

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

ARTICLE 6 Financial Obligations of Agency

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

ARTICLE 7 Powers of the Agency

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
 - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
 - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
 - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
 - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
 - 7.1.7 Sue and be sued in its own name;
 - 7.1.8 Hire employees and agents; and
 - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

ARTICLE 8

The Board of Directors and their Powers and Responsibilities

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 Number of directors
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 Acceptance of Appointment by directors
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 Powers and Responsibilities of the Board of Directors
The Board of Directors of the Agency shall have the following powers and functions:
 - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
 - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
 - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
 - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
 - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
 - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
 - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
 - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

ARTICLE 9

Operating Committee

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

ARTICLE 10

Coverage

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

ARTICLE 11

Bond Requirements

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

ARTICLE 12

Responsibility of the Agency

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

ARTICLE 13

Responsibilities of Members

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

ARTICLE 14
New Members

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

ARTICLE 15
Defense of Agents

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

ARTICLE 16
Withdrawal

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
- 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 17
Termination by Agency

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

ARTICLE 18

Effect of Withdrawal or Termination

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

ARTICLE 19

Termination and Distribution

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

- 19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.
- 19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

ARTICLE 20

Bylaws, Policy, Procedures and Member Standards

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

ARTICLE 21

Notices

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

ARTICLE 22

Amendment

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

ARTICLE 23

Enforcement

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

ARTICLE 24

Prohibition Against Assignment

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

ARTICLE 25

Severability

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

ARTICLE 26

Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

Conflicts

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

Article 28

Supersession

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

Article 29

Signature in Counterparts

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

Article 30

Section Headings

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31
Governing Law**

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

**Article 32
Time**

Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)
Risk Management Service Agency (RMSA)

By 
Peter King, AWC CEO

City of Gold Bar
(Member Name)

By 

Lee Hodo, Mayor
(Printed name)

Date 9/14/16

Date 11-2-16

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 16-13**

A RESOLUTION BY THE CITY OF GOLD BAR AMENDING THE FINANCIAL PLAN

WHEREAS, the State Auditor recommends a policy for monitoring small and attractive assets;
and

WHEREAS the current Financial Plan does not include small and attractive assets;

NOW THEREFORE, BE IT RESOLVED by the City Council of Gold Bar, Washington, that the Financial Plan be amended to include a new section as follows.

Small and Attractive Assets

Small and attractive assets are defined as those items that fall below the state's capitalization level of \$5,000, that are easily moveable, have a life expectancy of more than one year, and that are particularly vulnerable to loss. Examples include cell phones, laptops, chainsaws, etc.

The City of Gold Bar sets the policy for the value of small and attractive assets to be reviewed, and what that review process entails.

It is the policy of the City of Gold Bar to maintain accountability over all tangible items that may have the likelihood of disappearing without being noticed and that are valued between \$1,000 and \$5,000. Each supervisor shall have the discretion to track additional items that may be valued at less than \$1,000 but that they feel are important to monitor.

Each supervisor shall prepare a list annually of their small and attractive assets. Lists shall be turned into the Clerk/Treasurer by June 30th with additions, deletions, transfers, modifications, leases, etc. noted on the updated list. The Clerk/Treasurer shall review the lists and maintain a filing system for audit purposes.

If small and attractive assets are found to be missing during the annual review, the Clerk/Treasurer shall meet with the supervisor to determine the reason for the loss and the appropriate action that shall be taken. A final report of any missing assets shall be reported to the Mayor and/or Council.

Resolved this 20th day of December, 2016.

Approved:



Lee Hodo, Mayor

Attest/Authenticated:



Lisa Stowe, Clerk/Treasurer