

Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, January 7, 2025

7:00 PM
CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS - none

NEW BUSINESS

1. MOBILE OPIOID INTERLOCAL – DISCUSSION AND ACTION

2. ANIMAL CONTROL INTERLOCAL – DISCUSSION AND ACTION

3. SNOHOMISH COUNTY DRUG TASK FORCE INTERLOCAL – DISCUSSION AND ACTION

4. SKYKOMISH INTERLOCAL – DISCUSSION AND ACTION

5. RESOLUTION #25-01 AMENDING PERSONNEL MANUAL – DISCUSSION AND ACTION

6. COMMUNITY TRANSIT INTERLOCAL – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

December 17, 2024

VOUCHER APPROVAL

CHECKS

CLAIMS

PAYROLL & TAXES

TOTAL

38098 – 38116 (payroll)

\$27,545.25

\$54,321.61

\$81,866.86

38117 – 38141 (claims)

ADJOURNMENT

LICENSE AGREEMENT FOR OPERATION OF MOBILE UNIT

(a) This License Agreement for Operation of Mobile Unit (this "**License**") is entered into as of December 31, 2024 (the "**Effective Date**"), between City of Gold Bar, a political subdivision of the State of Washington ("**Licensor**"), and WCHS, Inc. dba Lynnwood Comprehensive Treatment Center ("**Licensee**").

RECITALS:

WHEREAS, Licensor owns that certain property located at 106 Croft Ave, Gold Bar, WA 98251 (the "**Property**"), upon which is located a portion of the WSDOT Right of Way on the South side of State Route 2 parking area in substantially the configuration as shown on **Exhibit A**.

WHEREAS, Licensee has requested that Licensor grant to Licensee the right to enter upon and use a certain area within the Property, as depicted on **Exhibit A** (the "**Premises**"), and Licensor has agreed to grant such right to Licensee for the purposes, and upon the terms and conditions, described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

AGREEMENTS:

1. **License**. Subject to the terms of this License, Licensor grants to Licensee the exclusive right and license to enter upon and use the Premises in accordance with the terms and conditions set forth herein.

2. **Term; Renewal Options**. (a) **Term**. The term of this License shall be for a period of [12] months, (the "**Term**"), and shall commence on the **later** of: (a) the date that Licensee secures all licensures necessary to operate the "Medical Van" (defined below) and begins to park such Medical Van at the Premises; or (b) [insert hard date] (the "**Commencement Date**") and expire on the last day of the calendar month in which the first anniversary of the Commencement Date occurs (the "**Expiration Date**"). Notwithstanding anything to the contrary contained in the foregoing, Licensee shall have the right to terminate this License at any time during the Term upon thirty (30) days' prior written notice to Licensor ("**Licensee's Notice**"), in which event this License shall terminate on the later of the date provided in Licensee's Notice, if any, or the date that is thirty (30) days following receipt of Licensee's Notice.

(b) **Renewal Options**. Licensee shall be entitled to elect to extend the Term for [three (3)] additional periods of [one (1) year] (each period a "**Renewal Term**"). The "Term" reference herein includes all exercised Renewal Terms. Licensee may elect to extend the Term by providing written notice to Licensor no less than sixty (60) days prior to the expiration of the Term or Renewal Term, as the case may be. The Renewal Term(s) shall be on all of the same terms and conditions as set forth herein, except for the License Fee / Donation (defined below), which shall be payable at the rates set forth below.

3. License Fee

(a) **License Fee**. Beginning on the Commencement Date, Licensee shall timely pay to Licensor the sum of [\$50 per month] (the "**License Fee**"), payable thereafter on the first day of each month during the Term. The License Fee shall be appropriately prorated and adjusted for the number of days of occupancy under this License for any partial month. The parties acknowledge and agree that the License Fee is a "Full Service" fee, meaning that Licensor's costs for real property taxes, insurance, and all operating expenses (including increases thereto and/or resulting from Licensee's use of the Premises), are included therein. The License Fee during any Renewal Term shall be [\$50].

4. **Permitted Use**. Licensee shall be permitted at all times to enter upon and use the Premises for staging and operating a medical mobile van (the "**Medical Van**") and related equipment (as generally depicted on

Exhibit B attached hereto) and for such other lawful purposes as may be incidental thereto (the “**Permitted Use**”); such Permitted Use shall include the right to use and occupy the Premises on a "24/7" basis throughout the Term for the purpose of conducting services from the Medical Van, including comprehensive Opioid Use Disorder (“**OUD**”) treatment, medical assessments (including Telemedicine), counseling (including Tele-counseling) and medication management, and all office uses incidental thereto, and for any other lawful purpose provided, however, that all of the foregoing uses shall be conducted solely within the Medical Van. Licensee shall comply with the requirements of all applicable Laws relating to the use, condition, access to and occupancy of the Premises; provided, however, that neither Licensors nor Licensee shall be required to make any improvements or alterations to the Premises or Property in connection therewith. As used herein the term "**Laws**" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Property, and "Law" shall mean any of the foregoing. Licensors acknowledge and agree that any patient(s) of Licensee shall have access to the Medical Van in conjunction with the Permitted Use.

5. **Licensee Risk; As-Is Condition.** Licensee's entering of the Property and the Premises and use thereof shall be at Licensee's sole risk and expense, and Licensors shall have no responsibility or liability for any loss of or damage to Licensee's property or for any inconvenience, annoyance, interruption or injury to business arising from Licensors making any repairs or changes which Licensors is permitted by this License or required by Law to make in or to any portion of the Premises or other sections of the Property, or in or to the fixtures, equipment or appurtenances thereof, except to the extent caused by the negligence or willful misconduct of Licensors, or its agents, employees or contractors. Without limiting the generality of the foregoing, Licensee acknowledges that Licensors will not be insuring any materials or personal property in the Premises belonging to Licensee. Additionally, Licensee agrees to take the Premises in their “AS-IS, WHERE-AS” condition, and Licensors makes no representations or warranties with respect to the condition of the Premises.

6. **Common Areas.** "Common Areas" refers to all paths, sidewalks, driveways, parking areas and other exterior areas of the Property, which are for the general use of all users, their employees, agents, patients, licensees, and invitees. Licensors shall always have exclusive control and management of the Common Areas. Licensors hereby grants to Licensee a non-exclusive license through the Term to use the Common Areas for ingress, egress, parking, and any other purpose, which may be authorized from time to time by Licensors. Licensors agrees that Licensee's clients and invitees shall be entitled to use the parking spaces within the Premises, as shown on EXHIBIT A, for no additional charge. At all times during the Term Licensors shall provide no less than the minimum parking at the Property required by local zoning ordinances, land use regulations or other laws, and Licensors hereby represents to Licensee that the licensing of the Premises to Licensee does not result in the remaining parking spaces on or dedicated to the Property to be insufficient under applicable laws. Licensors shall have the right to employ personnel, to establish, modify and enforce reasonable rules and regulations, to construct, maintain and operate paving, striping, and lighting facilities and to monitor the Common Areas. Licensors shall be responsible for any necessary snow and/or ice removal from the paths, sidewalks, driveways, and parking areas as may be necessary for Licensee to operate its business for the Permitted Use. Licensors further agrees that if any lighting facilities are available or made available in the Common Areas, such facilities will be kept lighted at all times.

7. **Alterations; Improvements; Repairs and Maintenance.** Licensee shall not make, nor be permitted to make, any alterations, improvements, additions or installations to the Premises. Licensee shall not permit or allow to remain any waste or damage to any portion of the Premises. Licensee shall repair or replace any damage to the Premises or the Property caused by Licensee. Except as expressly set forth herein, Licensors shall be solely responsible for maintenance and repairs to the Premises and the Property.

8. **Transfers.** Licensee shall not assign, sublet nor otherwise transfer any of Licensee's rights under this License, by operation of law or otherwise, nor permit any person (other than Licensee and its agents and employees) or entity to use the Premises or any portion thereof; provided however, Licensee shall be permitted to assign or transfer Licensee's rights under this License to any affiliate or other related entity.

9. **Rules and Regulations.** Licensee shall comply with all reasonable rules and regulations of the Property from time to time established by Licensors; provided, however, that Licensors shall not be entitled to amend

the existing rules and regulations or promulgate new rules and regulations that would (a) diminish Licensee's rights under this License, (b) adversely affect Licensee's access to, or use of, the Premises, or (c) increase Licensee's costs or obligations under this License.

10. Licensee's Insurance. Licensee shall maintain throughout the Term the following insurance policies: (a) commercial general liability insurance in amounts of \$2,000,000 per occurrence insuring Licensee against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (b) insurance covering the full value of Licensee's property and improvements, and other property (including property of others) in the Premises, and (c) worker's compensation insurance. Licensee's insurance shall provide primary coverage to Licensor when any policy issued to Licensor provides duplicate or similar coverage, and in such circumstance Licensor's policy will be excess over Licensee's policy. Upon request by Licensor, Licensee shall furnish to Licensor certificates of such insurance and such other evidence satisfactory to Licensor of the maintenance of all insurance coverages required hereunder, and Licensee shall notify Licensor at least 30 days before cancellation or a material change of any such insurance policies.

11. Waiver of Negligence; No Subrogation. Licensor and Licensee each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against under any insurance policy that covers the Property, the Premises, Licensor's or Licensee's fixtures, personal property, leasehold improvements, or business, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED SUCH LOSS. Notwithstanding any provision in this License to the contrary, Licensor, its agents, employees and contractors shall not be liable to Licensee or to any party claiming by, through or under Licensee for (and Licensee hereby releases Licensor and its servants, agents, contractors, employees and invitees from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of Licensee located in or about the Property, caused by casualty, theft, fire, third parties or any other matter or cause, unless caused by the gross negligence or willful misconduct of Licensor or its agents, employees or contractors. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

12. Indemnity. Subject to Section 1111 Licensee shall defend, indemnify, and hold harmless Licensor and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from (a) any Loss arising from any occurrence on, or use of, the Premises, except to the extent caused by the negligence or willful misconduct of Licensor or its agents, employees or contractors, (b) any act or omission of Licensee or its agents, contractors, employees or invitees, or (c) any Loss directly or indirectly arising out of or related to the use, generation, storage, release, or disposal of hazardous materials by Licensee or any of Licensee's agents, contractors, employees or invitees in, on, under or about the Premises or the Property or surrounding land or environment. Subject to Section 11, Licensor shall defend, indemnify, and hold harmless Licensee and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any negligent or intentional acts or omissions of Licensor or its agents, contractors, employees or invitees. This indemnity provision shall survive termination or expiration of this License.

13. Events of Default. Each of the following occurrences shall be an "Event of Default":

(a) **Payment Default.** Licensee's failure to pay the [Donation] within ten (10) business days after Licensor has delivered written notice to Licensee that the same is delinquent; or

(b) **Other Defaults.** Licensee's failure to perform, comply with, or observe any other agreement or obligation of Licensee under this License and the continuance of such failure for a period of more than ten business days after Licensor has delivered to Licensee written notice thereof. In such event, Licensor may, but shall not be obligated to, perform such obligations after notice to Licensee and opportunity to cure as provided herein, and the cost thereof to Licensee shall be deemed an Additional Donation / Additional Fee.

14. Termination Upon Default. Upon an Event of Default, Licensor may terminate this License upon written notice to Licensee. Such termination by Licensor shall be deemed effective on the date of such notice and

Licensee shall vacate and deliver the Premises to Licensors in accordance with the provisions of this License. Termination of this License by Licensors as aforesaid shall not prejudice any other remedies which might be available to the Licensors under this License or any other agreement by and between Licensors and Licensee. In addition to Licensors's right to terminate this License, as well as all of the rights and remedies afforded Licensors at law or in equity, Licensors may perform any act Licensee is obligated to perform under the terms of this License (and enter upon the Premises in connection therewith if necessary) in Licensee's name and on Licensee's behalf, without being liable for any claim for damages therefor, and Licensee shall reimburse Licensors on demand for any expenses which Licensors may incur in thus effecting compliance with Licensee's obligations under this License (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate. Notwithstanding anything to the contrary contained in the foregoing, Licensors agrees that it will not terminate this License in the first occurrence of an Event of Default pursuant to Section 13(a), above; however, in such event, Licensee shall pay the delinquent amount together with the next month's Donation coming due, together with a penalty of \$100.00.

15. Holding Over. If Licensee fails to vacate the Premises at the end of the Term, then Licensee shall be a tenant at sufferance and, in addition to all other damages and remedies to which Licensors may be entitled for such holding over, Licensee shall pay, in addition to the other amounts payable hereunder, a daily License Fee equal to 125% of the daily License Fee payable during the last month of the Term, and Licensee shall otherwise continue to be subject to all of Licensee's obligations under this License. The provisions of this Section 15 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Licensors provided herein or at law.

16. Surrender of Premises. At the expiration or termination of this License, Licensee shall deliver to Licensors the Premises with all improvements located therein in good repair and condition, free of hazardous materials placed on the Premises during the Term, reasonable wear and tear (and condemnation and casualty damage not caused by Licensee) excepted. All items not removed shall be deemed to have been abandoned by Licensee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Licensors without notice to Licensee and without any obligation to account for such items. The provisions of this Section 16 shall survive the end of the Term.

17. Licensors's Rights. Licensors shall have the right to enter the Premises after reasonable prior notice (which notice may be oral notice, except in the case of real or apparent emergency, in which case no notice shall be necessary) at all reasonable hours for the purpose of inspecting or making repairs to the same, and Licensors shall also have the right to make access available at all reasonable hours (upon reasonable advance oral or written notice) to prospective or existing mortgagees, purchasers or tenants of any part of the Property.

18. Notices; No Electronic Records. All notices and other communications given pursuant to this License shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, or (c) sent by nationally recognized overnight courier. Notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

Licensors: [insert]

With a copy to:

Licensee: **WCHS, Inc dba Lynnwood Comprehensive treatment Center**

2322 106th st. SW suite 100 Lynnwood WA 98322

c/o Acadia Healthcare Company, Inc.
6100 Tower Circle, Suite 1000
Attention: General Counsel

19. **Separability.** If any clause or provision of this License is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this License shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this License a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

20. **Amendments; and Binding Effect.** This License may not be amended except by instrument in writing signed by Licensor and Licensee. No provision of this License shall be deemed to have been waived by Licensor unless such waiver is in writing signed by Licensor, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Licensor to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this License shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

21. **Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this License, no representations, warranties, or agreements have been made by Licensor or Licensee to the other with respect to this License or the obligations of Licensor or Licensee in connection therewith.

22. **Governing Law.** This License shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

23. **Attorneys' Fees.** In the event that at any time either party institutes any action or proceeding against the other party relating to the provisions of this License, or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable attorney's fees and costs incurred therein by the prevailing party.

24. **Counterparts.** This License may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall constitute but one and the same instrument.

25. **Brokers.** Licensee hereby represents and warrants to Licensor that Licensee has not dealt with any broker or finder or real estate licensee in connection with this License.

26. **Environmental Matters.** Licensee shall not, without Licensor's prior written consent, use, treat, store, recycle, keep or otherwise allow the presence of any Hazardous Substances (as defined below) in, on or around the Premises, by Licensee or any third party in violation of applicable Laws. "**Hazardous Substances**" shall mean any compound, chemical, contaminant, pollutant, toxic substance, hazardous waste, hazardous material, or hazardous substance, including, without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyls, oil, waste oil, petroleum, and petroleum products, which may pose a threat to the Environment or to human health and safety, as defined, or regulated by any environmental laws. Licensee shall indemnify Licensor and hold Licensor harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including without limitation all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Licensee or any party accessing the Premises by or through Licensee of any one or more of the environmental laws. This indemnification shall survive the expiration or termination of this License.

27. **Licensor Representations.** Licensor represents and warrants to Licensee that: (i) Licensor is the sole fee simple owner of the Property, and Licensor has full power and authority to execute and deliver this License and to perform Licensee's obligations under this License and the person executing this License is duly authorized to

do so; (ii) Licensor has no knowledge of any zoning proceedings or proposed zoning proceedings against the Property; (iii) to Licensor's knowledge, no restrictions, easements, covenants, agreements, zoning, laws, ordinances or regulations exist, which restrict or limit the use of the Premises for the Permitted Use or which shall impose any obligations on Licensee or which shall interfere with Licensee's use and enjoyment of the Premises; (iv) Licensor has no knowledge of the Property having been used for the storage, treatment or disposal of any hazardous substance; (v) the Premises has legal and direct vehicular and pedestrian access for ingress and egress to and from the Premises and a public road; and (vi) zoning and applicable laws and ordinances permit and allow, as a matter of right, the use of the Premises for the Permitted Use.

28. Licensor's Covenant Regarding Incompatible Property Uses. Licensor acknowledges that Licensee's Medical Van operates as mobile medical clinic whose patients are being treated for opioid use disorders ("OUD"), and accordingly, Licensor agrees that at all times during Licensee's operation of such use at the Premises, Licensor will not allow any other licenses space at the Property for the operation of, or otherwise permit any occupant of the Property to operate a cannabis or THC distribution business, whether for medicinal or recreational use.

[SIGNATURE PAGE FOLLOWS.]

Executed as of the Effective Date.

LICENSOR:

City of Gold Bar

Mayor

Steven Yarbrough

By: _____

Name: _____

Title: _____

LICENSEE:

WCHS, Inc:

Regional Director

Nicole Smith-Mathews

By: _____

Name: _____

Title: _____

EXHIBIT A

Premises

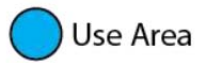
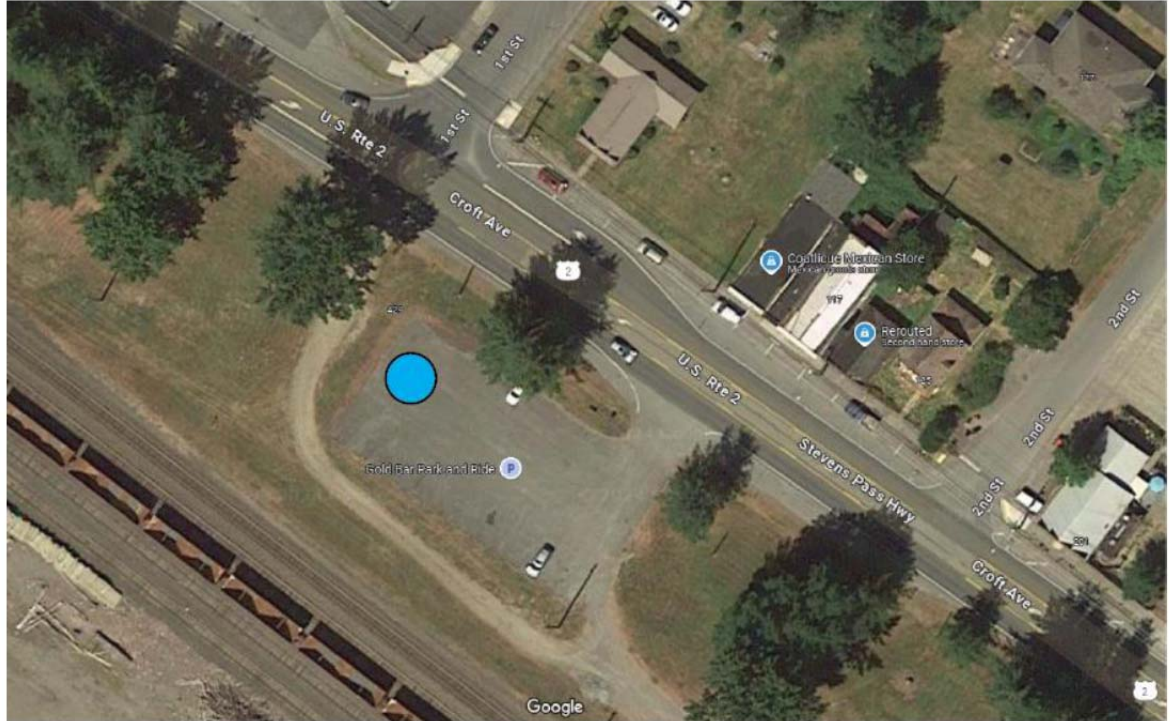


EXHIBIT B

Medical Van



INTERLOCAL AGREEMENT

BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL TRANSPORT SERVICES (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** RCW 39.34.080, authorizes a public agency to contract with any other public agency to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and,
- E.** The City wishes to retain and perform all of the functions necessary to provide the City’s animal control services except for animal transport services to the Everett Animal Shelter; and,
- F.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide to the City the Animal Control Transport Services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services on non-holiday weekdays between 8:00 a.m. and 5:00 p.m. "Authorized Persons" shall be limited to the City of Gold Bar Animal Control Officer, the Mayor of Gold Bar, the Gold Bar Region Sheriff's Deputies, City of Gold Bar City Clerk and/or City of Gold Bar City Administrator.
- c. Animal Control Transport Services shall include pick up and transport of dogs from a single pre-determined site maintained by the City, not at a private residence, to the Everett Animal Shelter.
- d. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall continue to provide all other aspects of the City's animal control functions to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on January 1, 2025, and continuing through December 31, 2025, unless terminated sooner as provided herein. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (1) been duly executed by both parties, and (2) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of payment to the County for Animal Control Transport Services for 2025 shall be:
 - i. 8:00 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A fee of \$172.57 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service based on mileage, hourly wage and benefits.
- b. The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be sent within ten (10) days after the last day of the previous month and include a report of all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise stipulated, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Gold Bar for police services or other services.
- d. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
- e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily

injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- f. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

- a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

- b. Legal Requirements

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

- c. No Third Party Beneficiary

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

d. Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF GOLD BAR

BY: _____

Steve Yarbrough, Mayor

DATE: _____

APPROVED AS TO FORM:

DATE: _____

_____, City Attorney

SNOHOMISH COUNTY

BY: _____

Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell, Snohomish County Auditor

DATE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE: _____

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG TASK FORCE

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	Washington Dept. of Corrections
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1 DEFINITIONS

- 1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, who is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that also assigns at least one full-time employee to the Task Force.

2 TASK FORCE TERM AND PURPOSE

- 2.1 The term of this Agreement (“Term”) shall begin on January 1, 2025 (“Effective Date”), and continue through December 31, 2025, unless earlier terminated or modified as provided in this Agreement.

- 2.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend for this Agreement to create a separate legal entity subject to suit.
- 2.3 The Task Force goals are to:
- a. Reduce the number of drug traffickers in the communities of Snohomish County through professional investigation, apprehension, and conviction;
 - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
 - c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
 - d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 2.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.
- 2.5 The Task Force will implement operations, including:
- a. Development of intelligence,

- b. Target identification,
 - c. Investigation,
 - d. Arrest of Suspects,
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition.
- 2.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

3 ORGANIZATION

- 3.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 3.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office ("SCSO"), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.
- 3.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting

Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 3.4 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees. When a Participating or Contributing Jurisdiction is considering the assignment of new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection of the assigned personnel.
- 3.5 Employees assigned to the Task Force are subject to and responsible for following the published policies and procedures of the Task Force. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.
- 3.6 The Commander, at his or her discretion, may select an individual from assigned Contributing Jurisdiction personnel to fill any of the following positions:

Detection Canine Handler, Financial Investigations, and Technology Investigation.

4 GOVERNANCE

4.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel their jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for

appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

5 TASK FORCE BUDGET

- 5.1 The 2025 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 5.2 The SCSO will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. If the Task Force budget increases any Participating Jurisdictions funding obligation by more than three percent (3%) from the prior year, the budget must be approved by the Executive Board before submission to the Participating Jurisdictions. Any special assessments must be approved by the Executive Board.
- 5.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year

including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

5.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

5.5 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

5.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

6 GENERAL ADMINISTRATION

- 6.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 6.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 6.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

6.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 12 of this Agreement.

7 ASSET FORFEITURE

7.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

7.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

7.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.

- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 7.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code. The parties intend

that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 7.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

7.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percent, listed in Exhibit C.

- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10).

8 ACQUISITION AND USE OF EQUIPMENT

- 8.1 For purposes of this Agreement, the term “Equipment” shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 8.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 8.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.
- 8.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 8.5 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

9 MODIFICATION

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

10 NONDISCRIMINATION

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

11 TERMINATION OF AGREEMENT

11.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 7 of this Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

11.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

12 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

13 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

14 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to Section 6.3, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

15 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 17, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

16 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

17 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

18 NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff
Drug Task Force Commander
3000 Rockefeller Ave. M/S 706
Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the state of Washington

By: _____
Name: _____
Title: _____

Recommended for approval:

By: _____
Susanna Johnson
Snohomish County Sheriff

Approved as to Form:

Downs, Lyndsey Digitally signed by Downs,
Lyndsey
Date: 2024.12.04 09:43:54 -08'00'

Deputy Prosecuting Attorney

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,
Snohomish County Prosecuting Attorney, City of Everett City Attorney

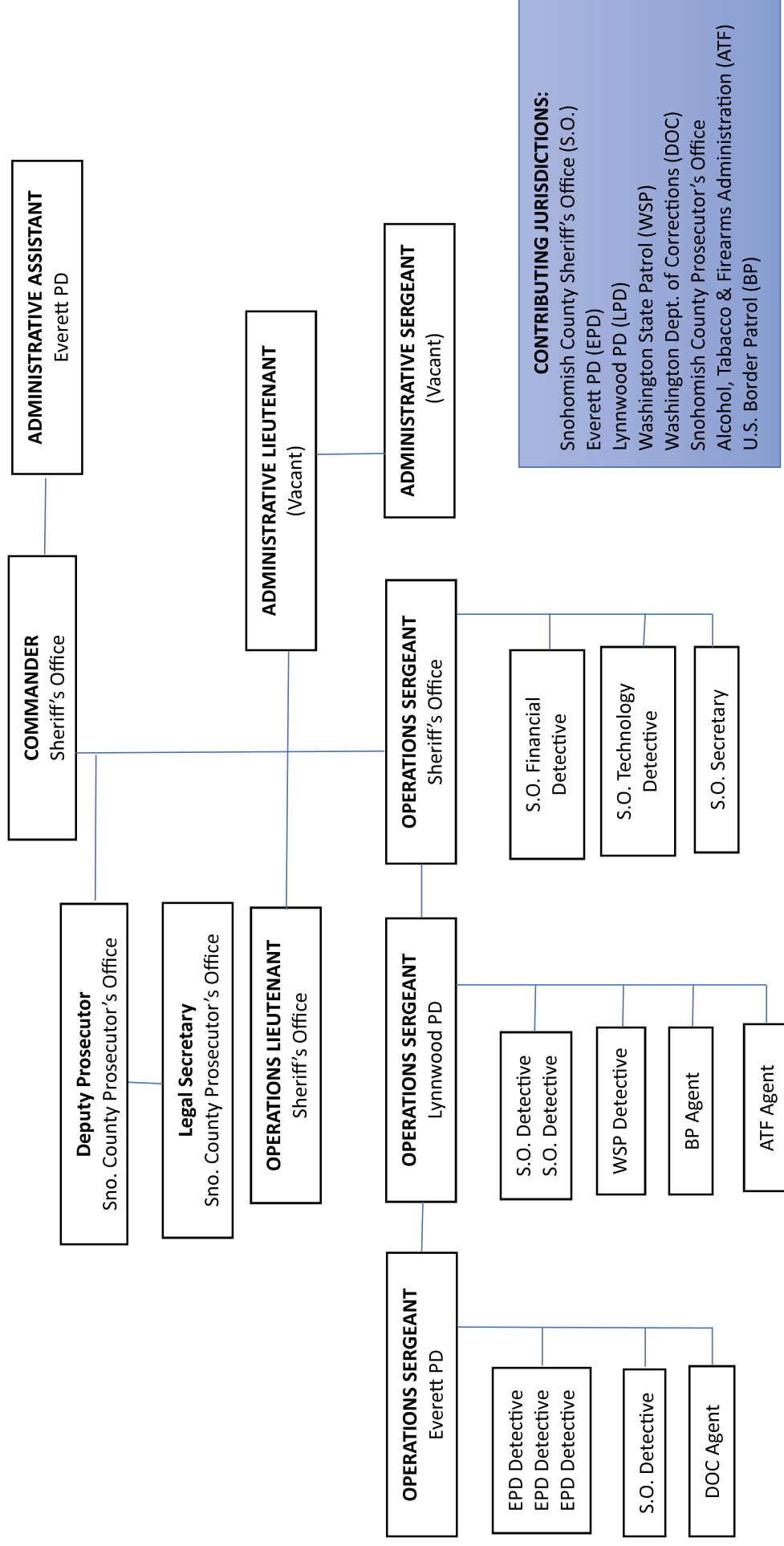


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2025 – December 31, 2025

EVERETT POLICE DEPARTMENT

1 Sergeant	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff – Vacant
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff – Vacant
1 K9 Detective	Snohomish County Sheriff
1 Support Staff	Snohomish County Sheriff

FUNDING

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD – Vacant

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

.5 Support Staff

Snohomish County Prosecutor

1 Deputy Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON**FUNDING**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

Agency	Participants	E-Board Vote	Pent.	Notes
Everett PD	5	5	39%	
Snoh Co Sheriff's Off	7	7	54%	
Lynnwood PD	1	1	7%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

[April 1, 2024, Population of Cities, Towns and Counties \(wa.gov\)](https://www.wa.gov)

JURISDICTION	POPULATION April 1, 2024	PERCENTAGE	2025 ALLOCATION AMOUNT
Arlington	22,980	2.65%	\$ 5,686.00
Bothell	20,380	2.35%	\$ 5,042.00
Brier	6,600	0.76%	\$ 1,631.00
Darrington	1,515	0.17%	\$ 365.00
Edmonds	43,420	5.01%	\$ 10,749.00
Everett	114,800	13.24%	\$ 28,407.00
Gold Bar	2,310	0.27%	\$ 579.00
Granite Falls	4,775	0.55%	\$ 1,180.00
Index	160	0.02%	\$ 43.00
Lake Stevens	41,540	4.79%	\$ 10,277.00
Lynnwood	41,500	4.79%	\$ 10,277.00
Marysville	74,390	8.58%	\$ 18,409.00
Mill Creek	21,630	2.49%	\$ 5,342.00
Monroe	20,830	2.40%	\$ 5,149.00
Mountlake Terrace	24,260	2.80%	\$ 6,007.00
Mukilteo	21,590	2.49%	\$ 5,342.00
Snohomish	10,350	1.19%	\$ 2,553.00
Stanwood	8,865	1.02%	\$ 2,188.00
Sultan	7,160	0.83%	\$ 1,781.00
Snohomish County	378,045	43.60%	\$ 93,545.00
TOTALS:	867,100	100%	\$ 214,552.00

Commander Salary	\$ 231,702
Sergeant Salary	\$ -
Task Force Analyst Salary	\$ 26,850
Credit for (Commerce Grant Year End Balance 2024)	
Commander Baines	\$ (44,000)
ILA Contributions Allocations	\$ 214,552

Increase to Commanders Salary
 2024 COLA increase of 4.51% retro back to Jan 1, 2024
 2025 COLA increase of 3.63% effective Jan 1, 2025

Interlocal Agreement

This Agreement is entered into by and between the City of Gold Bar, Washington (hereinafter referred to as 'City'), a non-charter optional municipality code city, and the Town of Skykomish, (hereinafter referred to as 'the Skykomish'.

WHEREAS, Skykomish has determined the need to have certain public works consulting services performed for its members; and

WHEREAS, the City possesses the skills, professional experience, licenses, and certifications necessary to perform such services; and

WHEREAS, Skykomish desires to have the City perform such services pursuant to certain terms and conditions;

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows.

A. Scope of Services

1. The City shall assist Skykomish by providing such public works consulting services and direct services as requested by the Mayor to support Skykomish in performance of services under the certification of Water Distribution Manager II certifications of the City's Public Works Director and/or Water Distribution Manager II. The City shall perform such work in the Gold Bar City Hall, by telephone, or in the field, as required, by verbal approval of the Mayor of Skykomish. These services shall be on an on-call basis. These services may include, but are not limited to, inspections, reviewing water system monthly reports, water system annual reports, Water quality testing, and reviewing improvements or changes to the Skykomish existing water system.
2. At no time shall Skykomish request consultation services by text. The City will not respond to text consultation requests at any time and will not acknowledge receipt to same.
3. In performing such services, the City shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. The City shall at no time handle, nor be responsible for handling, any funds used in connection therewith.
4. The City shall maintain all licenses and certifications associated with a Water Distribution Manager I certification for Skykomish the services provided.
5. Control of City personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City.
6. The City shall be classified as the Skykomish Water System 'Operator in Responsible Charge' until such time a Water Distribution Manager II becomes employed by Skykomish, or this Agreement terminates.

B. Compensation and Method of Payment

1. A retainer for Water Distribution Manager II and Cross Connection Control Specialist I certifications shall be paid to the City at the rate specified in Schedule A. Rates contained in Schedule A may be revised by written consent of both parties.

2. Commencing on the date of this signed Agreement, the City shall be compensated for services at the rate specified for performing any services under this Agreement. Any work required during the event of emergencies, that fall outside of normal working hours, shall be compensated at standard over-time rates.

3. While the City is under contractual obligation to Skykomish, Skykomish will pay \$300 per year for costs associated with maintaining the Water District Manager I certification.

4. If Skykomish requires the City to be on site, Skykomish will compensate the City for mileage at the standard mileage rate set annually by the IRS.

5. The City shall not work holidays or weekends unless an emergency exists where the City's specific qualifications are needed. In the case of such emergency, the City shall be paid at standard holiday and weekend overtime pay.

6. The City shall submit a bill for services performed in order to be compensated under this Agreement. Billings shall note the services performed, and shall include dates and hours of work performed. Bills shall be submitted to:

Town of Skykomish
PO Box 308
Skykomish, WA 98288

7. Payment shall be made through ~~the~~ Skykomish's ordinary payment process and shall be considered timely if made within thirty-two (32) days of the receipt of a properly completed bill for services. Skykomish shall pay a late fee of one percent (1%) per month or partial month if payment is not sent by Skykomish within thirty-two (32) days of the date on the bill for services. All payments shall be subject to adjustment for any amounts, upon audit review or otherwise, determined to have been improperly paid.

C. Duration of Agreement

This Agreement shall be in full force and effect from the date of execution ~~through December 31, 2023,~~ unless until terminated ~~sooner~~ under the provisions hereinafter specified.

D. Independent Contractor

The City and Skykomish agree that the City is independent with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the City nor any employee of the City shall be entitled to any benefits accorded Skykomish employees by virtue of the services provided under this Agreement. Skykomish shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including, but not limited to, FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the City or any employee of the City.

E. Indemnification

1. The City shall indemnify, defend, and hold harmless Skykomish, its agents, and its employees, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents,

servants, officers, or employees under this Agreement, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of Skykomish, its agents, or employees caused or contributed thereto. In the event that Skykomish shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the City shall, in addition to indemnifying and holding the Skykomish harmless from any liability, indemnify ~~the~~ Skykomish for any and all expenses incurred by the Skykomish in defending such claim or suit, including reasonable attorney fees.

2. ~~The~~ Skykomish shall indemnify, defend, and hold harmless the City, its agents, and its employees, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of ~~the~~ Skykomish, its agents, servants, officers, or employees under this Agreement, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the City, its agents, or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death, or damage, ~~the~~ Skykomish shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expenses incurred by the City in defending such claim or suit, including reasonable attorney fees.

F. Insurance

1. The City shall procure and maintain in full force throughout the duration of the Agreement, comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Cancellation of the required insurance shall automatically result in termination of this Agreement.

2. Skykomish shall procure and maintain in full force throughout the duration of this Agreement, comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/aggregate for personal injury and property damage. Cancellation of the required insurance shall automatically result in termination of this Agreement.

3. Certificates of coverage as required by the paragraphs above shall be delivered to the respective parties within fifteen (15) days of execution of this Agreement.

G. Ownership, Form, and Use of Documents

All documents, drawings, specifications, and other materials produced by the City in connection with the services rendered under this Agreement shall be the property of ~~the~~ Skykomish.

H. Record Keeping and Reporting

Any records maintained by the City with respect to services performed pursuant to this Agreement shall be provided upon a request from ~~the~~ Skykomish.

I. Discrimination Prohibited

The City shall not discriminate against any employee, applicant for employment, or any person seeking the services of the City under this Agreement, on basis of race, creed, color, national origin, marital status, gender, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

J. Termination

This Agreement may at any time be terminated by either party upon thirty (30) days written notice of the intention to terminate the same. If the City's, or Skykomish's, insurance coverage is canceled for any reason, the parties shall have the right to terminate this Agreement immediately.

K. Assignment and Subcontract

The City shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of Skykomish.

L. Entire Agreement

This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

M. Notices

1. Notices to Skykomish shall be sent to the following address:

Town of Skykomish
PO Box 308
Skykomish, WA 98288

2. Notices to the City shall be sent to the following address:

City of Gold Bar
107 5th St.
Gold Bar, WA 98251

N. Applicable Law; Venue; Attorney Fees

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event that any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Snohomish County, Washington. The prevailing party in any such action shall be entitled to its attorney fees, expert witness fees, and costs of suit.

O. Filing

As provided by RCW 39.34.040, this Agreement shall be filed with the King County Auditor, or, alternatively, posted on the website of each party.

TOWN OF SKYKOMISH

CITY OF GOLD BAR

By: _____ Title _____

By: _____ Title _____

Date: _____

Date: _____

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-01**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON AMENDING THE PERSONNEL
MANUAL**

WHEREAS, the City of Gold Bar utilizes a Personnel Manual for guidance, regulation, policies, and procedures related to staffing; and

WHEREAS, the Personnel Manual includes outdated wording; and

WHEREAS, the Personnel Manual includes regulations, policies, and procedures that require amending and updating to match best practice policies; and

WHEREAS, the Association of Washington Cities recommends revisions, clarifications, and additions;

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

Section I	Gender
Section II	Title 8, Overtime and Compensatory Time
Section III	Title 10, Call-Back
Section IV	Title 12, Recruiting
Section V	Title 15, Trial Period
Section VI	Title 18, Compensation and Salaries
Section VII	Title 20 Retirement Benefits
Section VIII	Title 24, Leaves of Absence and Time Off
Section IX	Title 28, No Smoking Policy
Section X	Title 30, Bulletin Boards
Section XI	Title 36, Discipline
Section XII	Title 37, Termination
Section XIII	Title 38, Cell Phone and Telephone Use Policy
Section XIV	Title 39, Credit/Debit Card Use Policy
Section XV	Title 40, Training and Travel Policies and Procedures
Section XVI	Title 42, Whistleblower Policy
Section XVII	Title 47, Memorandum of Understanding
Section XVIII	Title 48, Employee Time, Miscellaneous
Section XIX	Title 49, Gifts and Gratuities
Section XX	Title 50, Confidentiality of Information
Section XXI	Memorandum of Understanding Form
Section XXII	Severability
Section XXIII	Effective Date

Section I, Gender

Each use of the phrase ‘his’, ‘her’, or ‘his/her’ shall be replaced with ‘their’.

Section II, Title 8, Overtime and Compensatory Time

B. Exempt employees, ~~and/or~~ Supervisors, and/or specific employees that regularly have frequent job duties that require work outside of normal work hours, and that do not otherwise receive overtime or call-back time, shall receive either administrative leave or compensatory time. Approval for administrative time must come from the mayor. (see Title 24 (E)(2), Administrative Leave)

F. Overtime. If a non-exempt employee is compensated for forty (40) hours in a week, additional work that week will only be authorized at the discretion of the employee's direct supervisor or Mayor.

2. Any work done on a holiday is considered holiday overtime at two and one-half (2.5) times the regular rate of pay and must be approved by the employee's supervisor or Mayor, excluding emergencies. This is the maximum rate of compensation for work done on a holiday. Employees are not entitled to receive regular pay in addition to holiday overtime compensation.

Section III, Title 10, Call-Back

A. 'Call back' or 'on call' is defined as an employee requested to return to work due to an emergency after ~~he/she~~ they has have left a normal ~~work day~~ work-day shift.

Section IV, Title 12, Recruiting

~~G. After an offer of employment has been made and prior to commencement of employment, the City will require persons selected for employment to successfully pass a medical examination, which will include testing for alcohol and controlled substances. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his or her physical condition will not endanger the health, safety, or wellbeing of other employees or the public. The offer of employment may be conditioned on the results of the examination.~~

~~H. G. A candidate will be disqualified from consideration if found to be physically unable to perform the duties of the position and the individual's condition cannot be reasonably accommodated in the workplace or if the physical condition might endanger the health, safety, or wellbeing of other employees or the public. or the candidate refuses to submit to a medical examination or complete medical history forms.~~

Section V, Title 15, Trial Period

I. During the trial period the employee shall be paid an hourly wage. At the end of the six-month trial period the employee ~~shall~~ may become a salaried employee with supervisor and mayor approval.

Section VI, Title 18, Compensation and Salaries

A. City employees are paid monthly ~~on the last workday of each month at the end of the month based on the Treasurer's payroll process and factoring in weekends and holidays. Payroll must be distributed no later than the last day of the month. If a regularly scheduled payday falls on Saturday, paychecks will be distributed on the preceding Friday; if a regularly scheduled payday falls on Sunday or a holiday, paychecks will be distributed the preceding working day.~~

Section VII, Title 20 Retirement Benefits

C. ~~To provide retirement income and other deferred benefits to all regular, full-time employees, the City established a 457 Deferred Compensation Plan through ICMA Benefits Trust. All employees are required to enroll in the Department of Retirement Systems Public Employees Retirement Services (PERS) retirement process.~~

~~D. Employee participation in the Plan is optional.~~

- ~~1. If an employee elects to participate, the minimum monthly contribution shall be \$25.~~
- ~~2. The City may elect to make PERS benefits available to employees.~~
- ~~3. Additional City contributions may be established each year in the City's annual budget.~~
- ~~4. Maximum contributions to the Plan are governed by Internal Revenue Service regulations.~~

Section VIII, Title 24, Leaves of Absence and Time Off

A. *Vacations*

1. No more than one hundred consecutive ~~working~~ vacation hours may be taken at one time unless approved by the Mayor.

6. Unused annual vacation days earned may be carried over from year to year. The maximum number of vacation hours that may be carried over from December 31st of one year to January 1st of the next year is ~~three hundred (300)~~ four hundred (400) hours. In cases where City operations have made it impractical for an employee to use vacation time, the supervisor, with approval of the Mayor, may authorize additional accruals.

7. When an employee reaches the maximum allowed accumulation of vacation hours, they may request to ~~be paid for a minimum of five percent (5%), or up to a maximum of twenty-five percent (25%) of the accrued days, or cash out the difference between their accrued balance total and the maximum accumulation of~~ three hundred (300) four hundred (400) vacation hours.

B. Sick Leave.

9. Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with their supervisor's and the Mayor's prior approval, take leave without pay, or use vacation or compensatory time as detailed in Title 24(B)(11).

E. Administrative Leave.

2. Supervisors Specific employees are granted eight (8) hours of administrative leave per month of continuous service (see Title 8(B)). Administrative leave may be accrued if the administrator is unable to use it during the month. Unused administrative leave shall be paid upon termination of employment.

G. Holidays.

3. Non-exempt regular full-time employees will be paid for the holiday plus ~~one and one-half times their regular rate of pay~~ overtime or call-back rates for any time worked on the holiday. Such time must be pre-authorized by the supervisor or Mayor.

Section IX, Title 28, No Smoking Policy

B. Designated smoking areas will be established ~~in each City facility~~ in specific areas outside of City facilities.

C. Smoking is prohibited in all outside areas frequented by the general public ~~and all meeting rooms used by City staff or the public and all work areas where non-smokers and/or sensitive equipment may be subject to the effects of smoke.~~ (inside is already prohibited in 'A')

Section X, Title 30, Bulletin Boards

Information of special interest to all employees is posted ~~regularly~~ as needed on the City bulletin boards. Employees may not post any information on these bulletin boards without the authorization of the employee's supervisor and/or the Mayor.

Section XI, Title 36, Discipline

C. The Mayor has full discretion and authority to impose disciplinary action in accordance with City policy and the circumstances of the particular case. With the prior approval of the Mayor, ~~superintendents~~ supervisors shall also have the authority to impose disciplinary action.

D. The following are examples of the types of behavior that may result in discipline:

8. conviction of any misdemeanor committed on or off the job after review of the circumstances by the mayor and/or direct supervisor;

E. ~~This list~~ Actions delineated in section 'D' above ~~is~~ are not all-inclusive, but only serves as a general guide. The Mayor may discipline or terminate employees for other reasons not stated above.

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

2. Written warning. A written warning is a written request for correction of an unacceptable on-the-job practice. A written warning should be utilized when warranted by the seriousness of the offense or when an oral warning has been ineffective. Written warnings shall include a description of the problem and the corrective action the employee must take, as well as the date by which the action must be taken, and what the consequences of not correcting the situation will be. A copy of the written warning shall be retained in the employee's personnel folder.

Section XII, Title 37, Termination

A. An employee may be terminated from City employment for any of the reasons listed below.

4. ~~When the City Council has made a determination that a lack of work or funding exists with respect to the employee's position. The City Council has sole discretion to make determinations of lack of work or lack of funding.~~ (see 'D' below)

D. The Mayor may lay off employees for lack of work, budgetary restrictions, or other changes that have taken place after notifying the Council.

G. Upon termination of employment, the employee shall meet with ~~his or her~~ their supervisor, the Mayor, ~~or the City clerk and any applicable staff,~~ to complete a checklist indicating the return of keys, credit cards, and/or other City equipment issued to the employee during the course of employment. This shall be done prior to the issuance of a final paycheck.

Section XIII, Title 38, Cell Phone and Telephone Use Policy

F. Personal long distance telephone calls made on cellular and/or office telephones, except those necessitated by unanticipated overtime as noted above, shall be billed directly to the ~~employee's home phone~~ employee.

H. Text messaging on City cell phones is allowed with the following restrictions.

1. Due to the difficulty in retaining and archiving records created by text messaging, for purposes of compliance with the Public Records Act, employees shall not use cell phones to send any text messaging relating to City business with the exception of transitory, day-to-day business related texts with no retention requirements. ~~unless the employee has been previously authorized to do so in writing by the employee's supervisor or the Mayor.~~

I. Those city cell phones that have settings that allow the cell phone to be located must have that option activated at all times in case of emergency.

Section XIV, Title 39, Credit/Debit Card Use Policy

A. The purpose of this title is to establish a policy and procedure related to the distribution, authorization, control, and use of City credit ~~and/or debit cards. The City currently utilizes a debit card based on the ability to track transactions immediately rather than waiting for monthly statements.~~

B. The purpose of this title shall also be to establish credit limits and payments of bills related to City credit/~~debit~~ cards.

C. The City of Gold Bar finds that the use of credit/~~debit~~ cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency.

D. Setting up of Accounts: The City Treasurer, or appropriate staff working with the City Treasurer and with final City Treasurer approval, will be responsible for setting up the City's credit/~~debit~~ card account(s) with an appropriate banking facility.

E. Credit/~~debit~~ cards will ~~be limited to credit limits up to \$5000~~ have a credit limit as set by the Mayor and City Treasurer. The Mayor may authorize a higher credit limit if deemed appropriate.

F. Distribution of credit/~~debit~~ cards: the number of cards issued per account will be determined by the City Treasurer or Mayor, keeping in mind the regularity of anticipated use and frequency of travel by City staff or officials.

G. Authorization and Control: each supervisor will be responsible for the distribution and tracking of each credit/~~debit~~ card issued to ~~his or her~~ their department.

H. Payment of Bills: billing statements will be sent to the City Treasurer who will reconcile statements and reimburse the ~~debit~~ credit card account monthly. Payment of any disallowed charges will be processed as stated in subsection 'K' below.

I. The process for charging a purchase to the ~~debit~~ credit card shall be as follows.

4. The Clerk/Treasurer will file approvals and receipts with the ~~debit~~ credit card statement.

J. Personal charges: personal charges to City credit/~~debit~~ cards are not allowed.

K. Disallowed charges: credit/~~debit~~ cards may only be used for City business. Any employee using a City-issued credit/~~debit~~ card for non-City business shall be billed for all charges on the credit card, and the City Treasurer or ~~his or her~~ their designee is directed and authorized to make payroll deductions to recover any unauthorized charges if the employee does not pay the charges prior to the time they are due. The amount due by the employee will include any accrued credit/~~debit~~ card interest and any penalties resulting from the charge.

L. The Mayor, or supervisor, as appropriate, may bar any employee with a demonstrated history of charge card defaults, from using any City credit/~~debit~~ cards.

M. Cash advances: cash advances on all City credit/~~debit~~ cards are prohibited.

Section XV, Title 40, Training and Travel Policies and Procedures

C. The following are intended to provide procedures for all employees and officials for travel and reimbursement while on official business.

2. Requests Procedure

a. The employee shall submit a request to his or her supervisor for review and approval. ~~The form shall require the person's signature affirming compliance with City policy and authorization for payroll deductions or repayment for inappropriate charges. By signing in agreement with the policies of this Personnel Manual, all employees acknowledge that the City may authorize payroll deductions or repayment for inappropriate expenses.~~

b. ~~Travel and training requests shall be submitted by the supervisor to the Mayor for final approval.~~

c. ~~The approved request shall be submitted to the City Treasurer for further processing. The person submitting the request shall be responsible for making his or her overnight accommodations and~~

~~other travel arrangements if needed.~~ Pre-payment for accommodations and transportation shall be coordinated with the Office Manager and/or the City Treasurer.

D. Transportation

2. A City vehicle will be the preferred mode of transportation. A City ~~gas~~ credit card is available for use while operating City vehicles.
4. Use of a personal vehicle for City business shall be allowed if the employee has current certification through driving courses provided by the Association of Washington Cities and if the employee has a clear driving record. ~~a City vehicle is not available for use or if circumstances are presented to the Mayor for approval on a case by case basis.~~
7. All air travel will be by the most economic rates. Airline tickets will be purchased by the City through the Office Manager and/or City Treasurer with payment made directly to the vendor.

E. Meal expense

1. Each employee shall be allowed a per Diem amount set by the U.S. General Services Administration (GSA).
 - a. Prior to travel, each employee shall submit the address of the training or destination to their supervisor and/or the Clerk/Treasurer, who will give the employee the per Diem rate as assigned by the GSA.
 - b. The supervisor and/or Clerk/Treasurer shall print out documentation of the per Diem rate and maintain records as appropriate.

Section XVI, Title 42, Whistleblower Policy

B. Definitions

4. 'Emergency' means a circumstance that, if not immediately changed, may cause damage to ~~person's~~ persons or property.

G. Communication and implementation. The Office Manager and/or City Clerk is responsible for implementing the City's policies and procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and these procedures are:

Section XVII, Title 47, Memorandum of Understanding

2. Employees will respect the management and supervisory roles as outlined by the Mayor. The Public Works Director and the Clerk/Treasurer report directly to the Mayor. The Office Manager works directly with the Mayor but is supervised by the Public Works Director. Maintenance staff and the water manager are also supervised by the Public Works Director. The Public Records Officer position is typically incorporated into duties of the Clerk/Treasurer. If the Public Records Officer position becomes a separate position, the officer position is supervised by the Clerk/Treasurer.

Section XVIII, Title 48, Employee Time, Miscellaneous

B. An employee's regular schedule may be adjusted within reasonable parameters during any given work day as long as the employee's supervisor is notified and approves the change. These adjustments are to be utilized for situations such as when an employee must work through their lunch break, and their supervisor then allows them to leave early, or for incidental amounts of time of less than an hour where an employee might be late to work due to traffic, and is then allowed to make up the time.

1. Any schedule changes that involve more than two (2) hours, must be made up in blocks of time no less than two (2) hours. Exception to this may be made only with prior approval by the supervisor and Mayor.

Section XIX, Gifts and Gratuities

A. Public employees are prohibited from receiving or soliciting, directly or indirectly, a gift or gratuity that could be viewed as reasonably expected to influence, intended to influence, or which appears to influence, a vote, action, inaction, or judgment of any employee, or which could be considered a reward, in whole or part, for such action or inaction.

B. If companies provide promotional incentives with a value over fifty dollars (\$50) for purchases, the 'gifts' that are received belong to the City, not to the employee.

C. Certain gift items of a value less than fifty dollars (\$50) are not considered likely to influence behavior and may be accepted on behalf of the City for use by all City personnel.

D. In any calendar year, items that may be accepted are those specified in the Revised Code of Washington (RCW) 42.52.150 with an aggregate value of less than fifty dollars (\$50) from a single source or a single gift from multiple sources. For purposes of this section, 'family', 'gift', and 'person' as defined in RCW 42.52.010 as enacted and amended, are adopted by this reference. A 'single source' means any person acting directly or through any agent or other intermediary, and 'single gift' includes any event, item, or group of items used in conjunction with each other or any trip including transportation, lodging, and attendant costs, not excluded from the definition of 'gift'. The value of gifts given to a family member or guest will be attributed to the Employee for the purpose of determining whether the limit has been exceeded, unless an independent business, family, or social relationship exists between the donor and the family member or guest.

E. Any gifts received should be kept at the City Hall for use by all City personnel.

F. If there is a question about whether a gift should be accepted, personnel shall receive approval from their direct supervisor prior to acceptance.

Section XX, Title 50, Confidentiality of Information

A. City of Gold Bar employees may have responsibilities that include access to personal information regarding taxpayers, ratepayers, other employees, officials, and City business. The City is obligated to keep such information confidential except as may be authorized by law, such as the Public Records Act. Confidential information includes, but is not limited to, electronic account passwords, cell phone numbers, building and equipment access codes, medical information, personal identity information such as social security numbers, personal phone numbers, and home addresses.

B. The City trusts its personnel to be good stewards in handling confidential information in a responsible manner. This responsibility continues indefinitely, including after employment with the City ends. Employees and volunteers who violate this confidentiality are subject to discipline up to and including discharge. Employees may also be subject to civil liability.

Section XXI, Memorandum of Understanding Form

2. Employees will respect the management and supervisory roles as outlined by the Mayor and/or as detailed in this Memorandum of Understanding. The Public Works Director and the Clerk/Treasurer report directly to the Mayor. The Office Manager works directly with the Mayor but is supervised by the Public Works Director. Maintenance staff and the water manager are also supervised by the Public Works Director. The Public Records officer is supervised by the Clerk/Treasurer. If the Public Records Officer is a position separate from the Clerk/Treasurer duties, that position is supervised by the Clerk/Treasurer.

Section XXII, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section XXIII, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

LICENSE AND MAINTENANCE AGREEMENT WITH COMMUNITY TRANSIT RELATING TO THE OPERATION AND MAINTENANCE OF GOLD BAR PARK AND RIDE FACILITY

This License and Maintenance Agreement with Community Transit Relating to the Operation and Maintenance of Gold Bar Park & Ride Facility (the "Agreement") is made by and between the City of Gold Bar, a political subdivision of the State of Washington, ("Gold Bar") and Snohomish County Public Transportation Benefit Area Corporation dba Community Transit ("Community Transit").

RECITALS

- A. Gold Bar owns certain real property with an address of 106 Croft Ave, Gold Bar (the "Property"). See Attachment A, incorporated herein by this reference, for a demonstrative overhead pictorial view of the Property.
- B. Gold Bar had had control and ownership of this property via the regulations of the Washington State Department of Transportation, whereby property within state right-of-way that are wholly within a city and not used for the travelling public revert of ownership of the local municipality.
- C. Community Transit provides public transit services throughout Snohomish County, including the operation of numerous park and ride facilities. Community Transit has communicated to Gold Bar its intent to maintain and operate the Gold Bar Park & Ride on a scale and schedule that matches capacity and market demand for transit service.
- D. Gold Bar and Community Transit wish to enter into an agreement that clearly defines each party's roles and responsibilities and sets forth conditions regarding the operation and maintenance of the Gold Bar Park & Ride.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and benefits described below, the parties agree as follows:

1. GRANT OF LICENSE FOR FACILITY USE.

1.1 License. Gold Bar hereby grants Community Transit, its agents, employees and contractors, a nonexclusive license (the "License") to enter upon, operate, repair and maintain year-round the Property as a public park and ride facility, commonly referred to as Gold Bar Park & Ride, with approximately 30 parking stalls.

Community Transit's authority to use, operate, repair and maintain the Gold Bar Park & Ride shall not be considered exclusive possession or control. Gold Bar may continue to use the Gold Bar Park & Ride for its own purposes and at all times shall be considered the owner and occupier of the Gold Bar Park & Ride. No illegal use shall be made on the Property nor shall any property that creates any nuisance or fire, explosive or other hazard be stored thereon. Gold Bar may enter the Gold Bar Park & Ride at any time to determine whether Community Transit's use is improper or hazardous. Community Transit agrees that it will not interfere or obstruct Gold Bar's use of the Property during the term of this Agreement.

This License is personal to Community Transit and grants no interest in the real property. This

License is intended to allow Community Transit limited use of the Gold Bar Park & Ride only to the extent expressly authorized herein and no other use is permitted or allowed.

Community Transit and Gold Bar agree that this License is not intended to create any benefit for or in any third party nor is it intended to create any right of action in any third party.

1.2 License Duration. The License shall become effective from the execution of this Agreement until such time that the parties terminate this Agreement as provided in Section 11 below.

1.3 Utilities. Community Transit shall pay all utilities associated with operations of the Gold Bar Park & Ride, including but not limited to Surface Water Management ("SWM") fees, electricity, and water and sewer. If Gold Bar adds impervious surface area to the Gold Bar Park & Ride, Gold Bar shall be responsible for its corresponding percentage of SWM impervious surface fees.

2. COMMUNITY TRANSIT'S RESPONSIBILITIES.

2.1 Improvements.

2.1.1 Community Transit shall be responsible for any and all expenses and labor involved with maintenance and operation of the Gold Bar Park & Ride, including security cameras. Community Transit may not make additions, changes, alterations, or improvements to the Gold Bar Park & Ride, or to any electrical, mechanical, or other systems or facilities located in or otherwise serving the Gold Bar Park & Ride (collectively, the "Alterations") without first obtaining the prior written consent of Gold Bar. Community Transit shall provide Gold Bar with detailed plans and specifications detailing any proposed Alteration(s). Should the Gold Bar consent to any proposed Alteration(s), such consent shall not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alteration(s), and Gold Bar hereby expressly disclaims any responsibility or liability for the same.

2.1.2 Any such Alterations shall be performed: (a) at Community Transit's sole cost and expense unless otherwise agreed to by the parties; (b) in a good and workmanlike manner, with all materials used being of a quality at least as good as those already in use at the Gold Bar Park & Ride; (c) in accordance with plans and specifications approved by Gold Bar pursuant to Section 2.1.1; and (d) in compliance with all applicable laws, including but not limited to those related to prevailing wages (see Chapter 39.12 RCW), retainage (see Chapter 60.28 RCW), bonding (see Chapter 39.08 RCW), use of licensed contractors (see Chapter 39.06 RCW), and competitive bidding (see Chapter 36.32 RCW and Chapter 35.21.278 RCW), and any/all applicable codes and regulations.

2.1.3 Community Transit shall bear the sole liability for any damage or injury occurring in, on, around, upon, or to the Gold Bar Park & Ride due to the acts or omissions of Community Transit, its agents, employees, contractors, invitees, and/or any other persons who may be in, on, around, or upon the Gold Bar Park & Ride, with the express or implied consent of Community Transit in connection with the performance of Alterations, and Community Transit shall indemnify and hold Gold Bar harmless from and against the same.

2.1.4 Upon the termination of this Agreement, all fixed Alterations shall remain in and be surrendered with the Gold Bar Park & Ride as a part thereof, unless, with respect to any Alteration, Gold Bar specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case Community Transit shall, prior to surrender, remove the

Alteration in question and repair any damage to the areas caused by such removal.

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

2.2 Access. Community Transit shall have continuous access to the Gold Bar Park & Ride for the duration of this Agreement except as otherwise provided in this Agreement.

2.2.1 Should Gold Bar desire to permit another entity to have use of the Park & Ride during any portion of this Agreement, such use shall be permitted only with the prior consent of Community Transit and only to the extent that it does not unreasonably interfere with Community Transit's permitted use and obligations under this Agreement. Community Transit bears no responsibility for any other permitted use of the Gold Bar Park & Ride, including maintenance resulting from said use.

2.3 Maintenance.

2.3.1 Community Transit shall maintain, at its own costs, the Gold Bar Park & Ride, including but not limited to any pavement overlays, sidewalks, parking stall, security cameras, spot filling with asphalt, sweeping, cleaning and maintenance of catch basins, landscaping, snow removal, collection and disposal of litter and trash, removal of graffiti, repairs due to vandalism, signage, striping, lighting, and any maintenance of other fixtures that support the function of the park and ride area. In addition, Community Transit's maintenance obligations, including all costs associated therewith, include leveling and maintenance of any shelter structures, operator's restroom or amenities, passenger amenities, lighting, utilities, or any other fixtures that support the function of the transit operations area within the Property.

2.3.2 Community Transit shall be solely responsible for providing any on-site security at the Gold Bar Park & Ride, as it deems appropriate in its sole discretion, and which may include contracted law enforcement services through the Snohomish County Sheriff's Department.

2.3.3 Community Transit shall keep the Gold Bar Park & Ride in a neat and safe condition, and create no fire, health, or safety hazard within the Gold Bar Park & Ride.

3. GENERAL.

3.1 If a catastrophic failure occurs, excluding earthquake or other natural disasters, within the Gold Bar Park & Ride, including, but not limited to, pavement failure or drainage system failure, Community Transit shall cease to operate the site as a park and ride facility, and this Agreement shall terminate as provided in Section 11 below. Gold Bar shall be responsible for all costs in taking appropriate action to assure public health and safety. However, Gold Bar will not be responsible to reconstruct the Gold Bar Park & Ride or other facilities connected with the Property.

3.2 Community Transit shall observe and obey all applicable state and County laws, rules, and regulations, and amendments thereto in performance of this Agreement.

3.3 Community Transit shall obtain and maintain all permits and licenses required by law for on-going operations or Alterations. By executing this Agreement, Gold Bar does not warrant whether any other permits or licenses are necessary or sufficient.

3.4 Community Transit shall obtain and maintain insurance as set out in Section 9.1.

3.5 Community Transit shall remove from Gold Bar Park & Ride, on or before termination of this Agreement, all of its personal property. If such property is not removed in a timely fashion, Gold Bar shall have the right to remove, store, sell, or otherwise dispose of it at Community Transit's expense. Community Transit expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination of this Agreement and may occur with or without notice from the Gold Bar. Gold Bar shall not be liable to Community Transit for any loss or damage to Community Transit's property or any other property from theft, fire, or any other cause either before or after termination.

3.6 Community Transit shall comply with all rules and regulations of Gold Bar relating to the use of and conduct in the Park & Ride and require that its agents, employees, volunteers, invitees, or participants, comply with all rules and regulations of Gold Bar relating to the use of, and conduct in the Park & Ride.

4. MUTUAL DUTIES.

4.1 Coordination Meetings. Gold Bar and Community Transit shall meet as needed to exchange, review, and discuss policies, development plans, levels of scheduled use, and procedures for Gold Bar Park & Ride and to ensure that both parties are adhering to the terms and conditions of this Agreement.

4.2 Media Outreach. Community Transit will work with the Mayor's office to coordinate any media outreach, requests for interviews, and media events for all activities at the Gold Bar Park & Ride.

5. DISCLAIMER OF WARRANTIES.

Acceptance of the Property for operations and maintenance purposes is deemed as concurrent with the date of signature on this agreement. GOLD BAR DISCLAIMS ANY FURTHER WARRANTIES, EXPRESSED OR IMPLIED.

6. INCLEMENT WEATHER. Community Transit is solely responsible for ensuring safe operation in and access to/from the Gold Bar Park & Ride during periods of inclement weather.

7. SIGNAGE AND NOTICES.

7.1 Signs. Within the Gold Bar Park & Ride, Community Transit shall have the right to install or post notices including: signs, kiosks, maps, route information, route schedules, rider alerts, transit agency information, public services, and similar public service information that may be of use or of

interest to the general travelling public.

7.2 Powers of Gold Bar. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of Gold Bar or Snohomish County.

8. MANAGEMENT OF AGREEMENT.

All communication, notices, coordination, and other tenets of this Agreement shall be managed by the following identified individuals:

On behalf of Gold Bar:

The Gold Bar liaison for this Agreement ("Agreement Manager") is:
Public Works Director
107 5th Street
Gold Bar, WA 98251
Phone: 360-793-1101
E-mail: r.norris@cityofgoldbar.us

On behalf of Community Transit:

Community Transit liaison for this agreement is:
Facilities Manager
2312 W. Casino Road
Everett, WA 98204
Phone: 425-348-7100
E-mail : FacilitiesLeads@commtrans.org

Each party shall revise the designations as needed, including the replacement of the originally named representatives. Revisions shall be delivered to the other party's representative. All designations shall state the name of the replacement representative or operating liaison, his/her title, mailing address, phone number(s), e-mail address, and fax number.

9. INSURANCE

Community Transit, at its own cost, shall procure and maintain during the term of this Agreement, insurance or self-insurance as specified below in the Minimum Scope and Limits of Insurance. Community Transit shall furnish Gold Bar with a coverage certificate and endorsement required by September 1 of each year of the Agreement. Gold Bar reserves the right to require complete, certified copies of all required coverage documents at any time.

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

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty

(30) calendar days' prior written notice has been given to Gold Bar.

9.1 Minimum Scope and Limits of Insurance. Community Transit shall maintain limits no less than:

- a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. Including Products and Completed Operations and Participant Liability.
- b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation: Statutory requirements of the State of residency, and
- d) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

9.2 Other Insurance Provisions and Requirements. The insurance coverage(s) required by this Agreement are to contain, or be endorsed to contain the following provisions:

- a) Gold Bar, its officers, officials, agents and employees are to be named as additional covered parties as respects liability arising out of or in connection with this Agreement and as respects activities performed on behalf of Community Transit. Such coverage shall be primary and non-contributory insurance as respects Gold Bar, its officers, officials, agents and employees. An additional covered party endorsement shall be included with the coverage certificate.
- b) Community Transit's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- c) The deductible and/or self-insured retention of the policies shall not limit or apply to Community Transit's liability to Gold Bar and shall be the sole responsibility of Community Transit.
- d) If at any time any of the foregoing policies fail to meet minimum requirements, Community Transit shall, upon notice to that effect from Gold Bar, promptly obtain a new policy, and shall submit the same to Gold Bar, with the appropriate certificates and endorsements, for approval.

10. INDEMNIFICATION.

Community Transit shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of any party, including any of its employees, arising out of the performance of this Agreement, except to the extent caused by negligence and/or willful misconduct of Gold Bar and its employees citing within the scope of their employment. Community Transit shall hold harmless from and indemnify Gold Bar against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error, or omission of Community Transit, Community Transit's employees, agents, or invitees, whether by negligence or otherwise except to the extent caused by negligence and/or willful misconduct of Gold Bar and its employees citing within the scope of their employment..

This indemnification obligation shall include, but is not limited to, all claims against Gold Bar by an employee or former employee of Community Transit, by mutual negotiation, expressly waives all

immunity and limitation on liability, as respects Gold Bar only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that Gold Bar incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from Community Transit. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the prevailing party.

11. TERMINATION and DISPUTE RESOLUTION.

11.1 Termination. This Agreement shall terminate upon (a) a change in ownership of the Property, (b) by either party giving one hundred eighty (180) days' written notice to the other party of intent to terminate this Agreement, or, (c) if Gold Bar determines, in its sole discretion that immediate termination is necessary to protect the public health, safety, or welfare.

11.2 Dispute Resolution. If either party claims that the other party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications (such as telephone conversations) fail to satisfy the claiming party:

11.2.1 The claiming party's representative shall provide a written notice of the alleged breach to the other party's representative. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining party alleges was violated.

11.2.2 The responding party's representative shall respond to the notice in writing within seven (7) working days. The response shall state that party's position, as well as what corrective action, if any, the responding party agrees to take.

11.2.3 The claiming party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) calendar days of the receipt of the responding party's reply. If dissatisfied, the claiming party shall call an in-person or virtual meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each party, and such others as they individually invite. If the claiming party remains dissatisfied with the results of the meeting, it may pursue all available legal remedies.

12. OTHER TERMS.

12.1 Notices. Any notice required by this Agreement, or by law, shall be given by registered or certified United States mail. Such communication or notice shall be deemed to have been given when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

City of Gold Bar:

Public Works Director
107 5th Street
Gold Bar, WA 98251
Phone: 360-793-1101
E-mail: r.norris@cityofgoldbar.us

Community Transit:

Facilities Manager
2312 W. Casino Road
Everett, WA 98204
Phone: 425-348-7100
E-mail : FacilitiesLeads@commtrans.org

The parties shall notify the other in writing of any change of address for notification purposes. The change shall not be effective until receipt of such notice.

12.2 Non-Discrimination. It is the policy of the parties to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW., This provision shall not affect Community Transit's obligations under other federal, state, or local laws against discrimination.

12.3 Non-Assignment. Community Transit shall not assign any rights or obligations under this Agreement.

12.4 Modification. This Agreement may only be modified by written agreement of the parties and executed with the same formalities as this Agreement.

12.5 Non-Waiver. The failure of Gold Bar to insist on strict performance of any term of this Agreement, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right by Gold Bar, but the same shall be and remain in full force and effect.

12.6 Right of Entry. Community Transit acknowledges that Gold Bar and its officers and employees shall have and maintain access at all times to the Property, including, without limitation, to install, maintain and repair any security cameras on the Property, and may control any criminal activity, nuisance, or real or potential harm to persons or Property.

12.7 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

12.8 Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

CITY OF GOLD BAR:

By: _____
Steve Yarbrough, Mayor Date

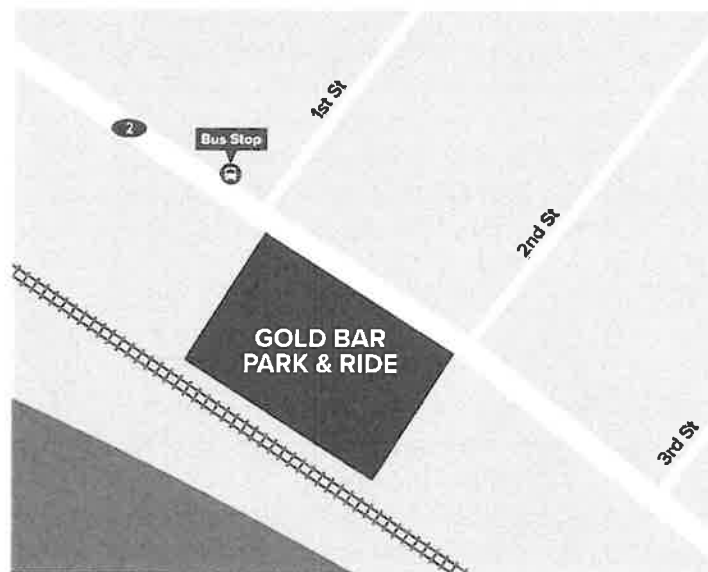
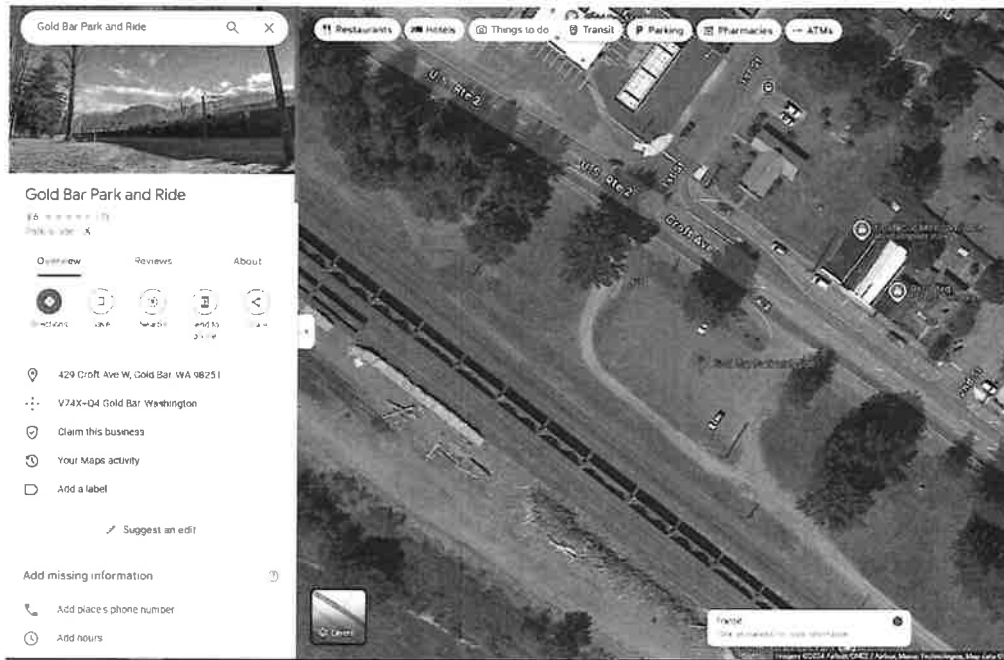
COMMUNITY TRANSIT:

By:  12/18/24
Ric Ilgenfritz, CEO Date

APPROVED INSURANCE DOCUMENTS

☐ Approved ☐ Other

Attachment A Pictorial Overview of Gold Bar Park & Ride



Attachment B
Maintenance Checklist for Gold Bar Park & Ride

Make immediate contact with Gold Bar staff if any of these items put public, staff, or the environment at risk.

Item	Issues	Purposed or Acted Resolutions
Parking Lot Lighting		
Bases		
Fixture Operation (bulbs, timer)		
Poles (integrity, damage, wire)		
Bus Stop Structure		
Integrity (paint, roof, etc.)		
Staff Restroom		
Parking Stall Lines		
Crosswalk Markings		
Pavement		
Curbing		
Sidewalks		
Catch Basin*		
Sediment & Debris		
Structural Damage		
Settling or Misalignment		
Contaminants or Pollutants		
Access Cover		
Grates		

*Please use the Drainage Standards pg. 39, Snohomish County Drainage Manual Volume V Runoff Treatment BMPs: <https://snohomishcountywa.gov/DocumentCenter/View/31223/Volume-V---RunoffControl-BMPs>.

CT Staff Name	Signature	Date Completed
Gold Bar Staff Name	Signature	Date Received

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, December 17, 2024

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Councilmembers Phillips and Sears attended via Zoom, as did Office Manager Beaston.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough attended a special education advisory committee to help identify priorities for special education. Councilmember Lie asked for an update on the opioid van. The City is waiting for the agency to respond regarding the agreement. Councilmember Russell asked if the City owned the park and ride, which it does.

STAFF REPORT

Chief Whalen talked about the prosecutor's office being fully staffed again which should help a backlog of cases, new cameras in Sultan, an incident on May Lane, thefts of packages, and a recent residential burglary. He asked people to contact the department if they have any thefts of packages. There was brief discussion around the prosecutor's office and cases being prosecuted, and traffic cameras.

Director Norris updated the Council on the watermain repair on Reiner Road and the work still to be completed there, the Fall View plat, and radar signs on May Creek Road. There was brief discussion around community transit.

Office Manager Beaston reminded people that dog licenses are due by January 31st and that people can check the city website for the sheriff blotter.

COUNCIL COMMENTS

Councilmember Sears wished everyone a good holiday season.

Councilmember Lie spoke briefly about Snohomish County Tomorrow.

Councilmember Martin attended the recreation coalition meeting and talked about progress on clearing the Wallace Falls trail.

Councilmember Russell wished everyone a wonderful and safe holiday, and spoke about the fire department response to a recent fire.

Councilmember Phillips also wished everyone a happy holiday season.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Information Technology Agreement. Clerk Stowe asked Mayor Pro-Tem Lie to take over the meeting at this point of the agenda, which he did. After brief discussion Councilmember Sears moved to authorize the Mayor Pro-Tem to enter into the IT Interlocal and with a second by Councilmember Phillips, the motion carried. Clerk Stowe then asked Mayor Yarbrough to take over the remainder of the agenda.

NEW BUSINESS

May Creek Road Traffic. There was a great deal of discussion around traffic issues on May Creek Road, the city in general, and along Highway 2. Discussion points included where cameras can legally be installed, speed bumps, stop signs, speed tables, speed humps with crosswalks, the big increase in noise when drivers speed away from speed bumps, the need for traffic counts, which method is better financially, what is the best use of deputy hours, ways to be proactive rather than reactive, signage and visibility, the need to gather more data, the State Patrol, and that solutions will be different on the highway than on city streets. After discussion, the consensus of the Council was to place this topic on the agenda for the mid-January meeting.

Councilmember Lie moved to allow comment on this agenda item by citizens and with a second by Councilmember Russell, the motion carried.

Phil Peksanli and Emily Eilson both spoke about the dangers of traffic on May Creek Road and potential solutions. Clerk Stowe reminded those present of the citizen comment process.

Resolution #24-09, Debit and Credit Card Authorization. This resolution addresses the state auditor recommendations to change from a debit card to a credit card, revisions needed to use credit cards, and the closure of the debit card account. After brief discussion, Councilmember Sears moved to approve Resolution #24-09 and with a second by Councilmembers Russell and Phillips, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears again wished people a merry Christmas.

Councilmember Lie talked volunteer work going on at Wallace Falls State Park clearing storm debris and questioned the impact of clear cut logging. He also suggested installing signs for high pedestrian traffic in that area, and the possibility of partnering with Snohomish County for sidewalks. He also wished everyone happy holidays.

Councilmember Martin thanked Councilmember Russell for his comments on the fire department and wished everyone happy holidays.

Councilmember Phillips thanked those who came to the meeting, both in person and via Zoom, shared her concerns about traffic, and wished everyone happy holidays.

MINUTES APPROVAL

Councilmember Sears moved to approve the December 3rd, 2024, minutes as presented and with a second by Councilmembers Russell and Phillips, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38078 through 38097 with \$50,481.13 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$51,681.13 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears the motion carried and the meeting was adjourned at 8:07 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 10:37:54 Date: 01/02/2025

01/01/2025 To: 01/02/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
5	01/02/2025	Claims	7	38117	AM Test, Inc.	25.00	
6	01/02/2025	Claims	7	38118	Amazon Capital Services	2,957.29	
7	01/02/2025	Claims	7	38119	Atwell, LLC	7,762.00	Orchard
8	01/02/2025	Claims	7	38120	Cimco-GC Systems	2,318.38	
9	01/02/2025	Claims	7	38121	Citi Cards	6,236.13	
10	01/02/2025	Claims	7	38122	Dept Of Corrections	286.80	
11	01/02/2025	Claims	7	38123	Global Industrial	151.59	
12	01/02/2025	Claims	7	38124	Grainger	451.05	Big Bend
13	01/02/2025	Claims	7	38125	Hach Company	1,284.55	
14	01/02/2025	Claims	7	38126	Kelley Connect Co.	276.32	
15	01/02/2025	Claims	7	38127	Legacy	709.15	Big Bend
16	01/02/2025	Claims	7	38128	Charles H Myers	174.70	December 2024
17	01/02/2025	Claims	7	38129	Puget Sound Energy	215.48	
18	01/02/2025	Claims	7	38130	Sno County District Court	142.17	
19	01/02/2025	Claims	7	38131	Sno County PUD	2,326.53	
20	01/02/2025	Claims	7	38132	Sno County Sheriff's Office	99.44	
21	01/02/2025	Claims	7	38133	Sound Publishing	12.04	
22	01/02/2025	Claims	7	38134	State Auditor's Office	278.20	
23	01/02/2025	Claims	7	38135	Verizon Wireless	262.73	
24	01/02/2025	Claims	7	38136	WA State Treasurer	463.52	
25	01/02/2025	Claims	7	38137	Waste Management	633.83	
26	01/02/2025	Claims	7	38138	Ziply Fiber	96.30	
27	01/02/2025	Claims	7	38139	Ziply Fiber	54.43	
28	01/02/2025	Claims	7	38140	Ziply Fiber	46.91	
29	01/02/2025	Claims	7	38141	Ziply Fiber	280.71	
001 General Government						3,055.31	
101 City Street						731.55	
103 Park Impact Fee Fund						2,114.84	
104 Street Impact Fee Fund						2,716.87	
401 Water Operating						9,853.49	
403 Water Capital Improvement						7,762.00	
415 Stormwater Fund						847.67	
633 Agency Fund						463.52	
						27,545.25	Claims: 27,545.25

CHECK REGISTER

City Of Gold Bar

Time: 10:33:50 Date: 01/02/2025

12/18/2024 To: 12/31/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2389	12/31/2024	Payroll	7	38098	Richard L Baker	4,555.73	
2390	12/31/2024	Payroll	7	38099	Denise J Beaston	3,218.43	
2391	12/31/2024	Payroll	7	38100	Demetria Hall-Phillips	91.24	
2392	12/31/2024	Payroll	7	38101	Lance Hunt	2,857.84	
2393	12/31/2024	Payroll	7	38102	Chuck Lie	91.24	
2394	12/31/2024	Payroll	7	38103	Florence D Martin	91.24	
2395	12/31/2024	Payroll	7	38104	Richard D Norris	5,225.63	
2396	12/31/2024	Payroll	7	38105	Lee Russell	91.24	
2397	12/31/2024	Payroll	7	38106	Jordan Sears	91.24	
2398	12/31/2024	Payroll	7	38107	Timothy M Shiers	3,422.69	
2399	12/31/2024	Payroll	7	38108	Arthur Stowe	2,043.59	
2400	12/31/2024	Payroll	7	38109	Lisa M Stowe	4,662.86	
2401	12/31/2024	Payroll	7	38110	Steven Yarbrough	912.41	
2403	12/31/2024	Payroll	7	38111	Vimly Benefit Solutions AWC Employee Ben.trust	7,551.63	Pay Cycle(s) 12/31/2024 To 12/31/2024 - WDS PLAN D; Pay Cycle(s) 12/31/2024 To 12/31/2024 - Basic Life; Pay Cycle(s) 12/31/2024 To 12/31/2024 - HealthFirst; Pay Cycle(s) 12/31/2024 To 12/31/2024 - VSP
2404	12/31/2024	Payroll	7	E38112	Coastal Community Bank	10,210.08	941 Deposit for Pay Cycle(s) 12/31/2024 - 12/31/2024
2405	12/31/2024	Payroll	7	38113	Dept Of Retirement Systems	5,750.97	Pay Cycle(s) 12/31/2024 To 12/31/2024 - PERS 2
2406	12/31/2024	Payroll	7	38114	MissionSquare	75.00	Pay Cycle(s) 12/31/2024 To 12/31/2024 - ICMA
2407	12/31/2024	Payroll	7	38115	Dept Of Labor And Industries	3,158.30	4TH Quarter L&I: 10/01/2024 - 12/31/2024
2408	12/31/2024	Payroll	7	38116	Employment Security Dept	220.25	4th Quarter Unemployment: 10/01/2024 - 12/31/2024
001 General Government						22,743.98	
101 City Street						6,094.29	
401 Water Operating						17,251.73	
415 Stormwater Fund						8,231.61	
						54,321.61	Payroll: 54,321.61

Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, January 21, 2025

7:00 PM
CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS

1. TRAFFIC - DISCUSSION

NEW BUSINESS

1. RESOLUTION #25-02 AMENDING COUNCIL RULES OF PROCEDURE – DISCUSSION AND ACTION

2. MAYOR PRO-TEM POSITION – DISCUSSION AND ACTION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

January 7, 2025

VOUCHER APPROVAL

CHECKS

38142 - 38176

CLAIMS

\$172,808.05

PAYROLL & TAXES

\$2,596.02

TOTAL

\$175,404.07

ADJOURNMENT

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-02**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON AMENDING THE COUNCIL
RULES OF PROCEDURE**

WHEREAS, the City of Gold Bar is a non-charter code city operating under the Revised Code of Washington (RCW) 35A; and

WHEREAS, RCW 35A.12.065 sets forth regulatory requirements for the position of Mayor Pro-Tempore; and

WHEREAS, the City of Gold Bar's Council Rules of Procedures does not include the RCW regulations regarding Mayor Pro-Tempore terms;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar that the Council Rules of Procedure shall be amended as follows.

Section I Title 7, Presiding Officer
Section II Severability
Section III Effective Date

Section I, Title 7, Presiding Officer

The Mayor shall preside over all meetings of the Council, or, in his/her absence, the Mayor pro tempore. The appointment of a Councilmember as Mayor pro tempore shall not in any way abridge that Councilmember's right to vote upon all questions coming before the Council.

Every two years (biennially) at the first meeting of the Council, members shall, by majority vote, designate one of their number as Mayor pro tempore to serve in the absence or temporary disability of the Mayor, or in any instance where there is reason for the Mayor to step aside, such as a potential or perceived conflict of interest. The Council may, by majority vote, appoint a councilmember to serve as mayor pro tempore in the absence of both the Mayor and Mayor pro-tempore.

Section II, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, January 7, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie and Martin. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Councilmembers Phillips, Russell, and Sears attended via Zoom, as did Office Manager Beaston.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough welcomed people to 2025 and then spoke briefly about the upcoming State of the City address and the Mayor Pro-Tempore process.

STAFF REPORT

Chief Whalen talked about calls, traffic emphasis, burglary prevention, and a shooting on Croft Avenue. Lieutenant Hess then spoke about a system to identify vehicles and encouraged people to call 911 if needed. Councilmember Lie asked about witnessing speeding and was also encouraged to call.

Director Norris said dog park work is near completion. He also talked about stabilizing a bank on May Creek Road.

Office Manager Beaston said utility bills will be mailed tomorrow.

COUNCIL COMMENTS

Councilmember Sears wished everyone a happy new year.

Councilmember Lie talked about ATVs and the Old Owen roundabout.

Councilmember Martin said former resident Donna Strom had passed away. She also talked about an upcoming review of the USFS Forest Service Plan.

Councilmember Russell wished everyone a happy new year, spoke about police response, and said he volunteered at Wallace Falls Park for clearing storm damage.

Councilmember Phillips also wished everyone a happy new year.

CITIZEN COMMENTS

Joe Beavers spoke about city visibility, the need to control traffic, toll roads in the city, and traffic cameras.

CONTINUED BUSINESS - none

NEW BUSINESS

Mobile Opioid Interlocal. After brief discussion, Councilmember Sears moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Russell, the motion carried.

Animal Control Interlocal. After brief discussion, Councilmember Sears moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Russell, the motion carried.

Snohomish County Drug Task Force Interlocal. The Council approved this interlocal but a revision lowered City cost. Councilmember Sears moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Russell, the motion carried.

Skykomish Interlocal. After brief discussion, Councilmember Sears moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Russell, the motion carried. Councilmember Lie asked if the city was reimbursed for administrative costs, which it is.

Resolution #25-01 Amending the Personnel Manual. After brief discussion around benefits, Councilmember Sears moved to approve Resolution #25-01 and with a second by Councilmember Russell, the motion carried. Clerk Stowe then realized she had failed to give a draft to city staff. She will do so and may present an amendment.

Community Transit Interlocal. After brief discussion, Councilmember Sears moved to authorize Mayor Yarbrough to enter into the interlocal and with a second by Councilmember Russell, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie will forward an email with information regarding the upcoming USFS Forest Plan meeting.

Councilmember Martin wished everyone a happy new year.

Councilmember Russell welcomed the treatment van services and said it was important to people in recovery. He also wished everyone a happy new year.

Councilmember Phillips also wished everyone a happy new year.

MINUTES APPROVAL

Councilmember Sears moved to approve the December 17th, 2024, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38098 through 38141 with \$27,545.25 for claims and \$54,321.61 for payroll and taxes, for a grand total of \$81,866.86 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell the motion carried and the meeting was adjourned at 7:40 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 09:22:08 Date: 01/15/2025

01/08/2025 To: 01/21/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
44	01/08/2025	Payroll	7	38142	Employment Security PFML	665.94	Pay Cycle(s) 10/01/2024 To 12/31/2024 - PFML
45	01/08/2025	Payroll	7	38143	Employment Security WA Cares Fund	730.08	Pay Cycle(s) 10/01/2024 To 12/31/2024 - Long Term Care
46	01/08/2025	Claims	7	38144	AWC Rmsa	97,240.00	Annual Insurance
47	01/08/2025	Claims	7	38145	AWC	1,438.00	Annual Membership
48	01/08/2025	Claims	7	38146	AWC	350.00	Annual Drug Consortium
49	01/08/2025	Claims	7	38147	Bay Alarm	499.67	Annual Alarm Monitoring
50	01/08/2025	Claims	7	38148	Municipal Code Services CivicPlus LLC	1,800.15	Annual Codification Services
51	01/08/2025	Claims	7	38149	Evergreen Rural Water	352.35	Annual Membership
52	01/08/2025	Claims	7	38150	Evergreen Rural Water	3,024.00	Apprenticeship Program
53	01/08/2025	Claims	7	38151	Evergreen Rural Water	375.00	Annual Conference
54	01/08/2025	Claims	7	38152	Sno County Sheriff	41,022.83	Q4 2024
55	01/08/2025	Claims	7	38153	Springbrook/BIAS	10,046.11	Annual Hosting
56	01/08/2025	Claims	7	38154	WAPRO	25.00	Annual Fee
76	01/14/2025	Payroll	7	38155	Richard L Baker	200.00	
77	01/14/2025	Payroll	7	38156	Denise J Beaston	800.00	
78	01/14/2025	Payroll	7	38157	Timothy M Shiers	200.00	
87	01/21/2025	Claims	7	38158	AM Test, Inc.	60.00	
88	01/21/2025	Claims	7	38159	Advanced Testing & Service	120.00	Annual Backflow
89	01/21/2025	Claims	7	38160	Amazon Capital Services	292.32	
90	01/21/2025	Claims	7	38161	Barmon Lumber	26.91	
91	01/21/2025	Claims	7	38162	City Of Everett	50.00	
92	01/21/2025	Claims	7	38163	City Of Gold Bar	599.11	
93	01/21/2025	Claims	7	38164	Comcast Business	333.05	
94	01/21/2025	Claims	7	38165	Dept Of Corrections	136.04	
95	01/21/2025	Claims	7	E38166	Dept Of Revenue-Excise Tax	2,737.83	
96	01/21/2025	Claims	7	38167	John Galt	962.50	
97	01/21/2025	Claims	7	38168	Les Schwab Tires	3,993.47	
98	01/21/2025	Claims	7	38169	Lowe's Business Account	1,309.43	
99	01/21/2025	Claims	7	38170	O'Reilly Automotive, INC	22.80	
100	01/21/2025	Claims	7	38171	Pacifica Law Group	70.00	
101	01/21/2025	Claims	7	38172	Sno County Auditor	18.00	615 Croft Ave. W
102	01/21/2025	Claims	7	38173	Sno County PUD	1,994.88	
103	01/21/2025	Claims	7	38174	Sno County Sheriff's Office	1,876.76	
104	01/21/2025	Claims	7	38175	Utilities Underground	15.84	
109	01/21/2025	Claims	7	38176	Sno County Office Of Public Defense	2,016.00	
001 General Government						97,692.78	
101 City Street						7,350.50	
401 Water Operating						50,365.27	
403 Water Capital Improvement						556.85	
415 Stormwater Fund						19,438.67	
						175,404.07	Claims: 172,808.05 Payroll: 2,596.02

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, February 4, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
PUBLIC HEARING – FEE SCHEDULE AMENDMENT, DISCUSSION AND ACTION			
CONTINUED BUSINESS			
1. RESOLUTION #25-03 AMENDING PERSONNEL MANUAL			
NEW BUSINESS			
1. ATWELL AGREEMENT – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		January 21, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38177 - 38212	\$29,417.40	\$54,494.41	\$83,911.81
ADJOURNMENT			

City of Gold Bar

EST. 1910

107 – 5th Street, Gold Bar, WA 98251



NOTICE OF

PUBLIC HEARING

CITY OF GOLD BAR, WASHINGTON

Tuesday, February 4th, 2025
7:00 PM Via Zoom & In person

The City of Gold Bar will hold a Public Hearing on the Fee Schedule Amendment on February 4th, 2025, at 7PM. The meeting will be both in-person and via Zoom. Meeting information can be found at www.cityofgoldbar.us. Please see zoom Meeting info below.

Join Zoom Meeting

<https://us06web.zoom.us/j/87625869452>

Meeting ID: 876 2586 9452

One tap mobile

+12532050468,,87625869452# US

+12532158782,,87625869452# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)

Meeting ID: 876 2586 9452

If you have any questions, please contact Denise Beaston at 360-793-1101 or at d.beaston@cityofgoldbar.us. You can also find information on our website at www.cityofgoldbar.us.

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-04**

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

WHEREAS, the City of Gold Bar periodically reviews city fees; and

WHEREAS, city fees require changes based on costs and comparable fees;

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

Section I	General Penalties
Section II	Land Use and Development Fees
Section III	Other Construction and Building Fees
Section IV	Annual Business License Fees
Section V	Solid Waste Fees
Section VI	Animal License and Control Fees
Section VII	Water System Fees
Section VIII	Administrative Fees
Section IX	General Penalties
Section X	Severability
Section XI	Effective Date

Section I, General Penalties

A. Unless a specific penalty is otherwise stated, any person violating any of the provisions or failing to comply with any of the mandatory requirements of any ordinance of the city is subject to a civil infraction as governed by the Infraction Rules for Courts of Limited Jurisdiction, as now and hereafter amended. The penalty for such a violation shall be ~~one hundred dollars (\$100)~~ one hundred fifty dollars (\$150) for each violation, with each day of a continuing violation being an additional penalty fee. (*see chapter IX*)

Section II, Land Use and Development Fees

A. Fees

1. Short Plat:
 - a. Short plat application: ~~\$150~~ \$200
 - b. Short plat deposit: \$1,500
2. Subdivision:
 - a. Basic fee: ~~\$100~~ \$500
 - b. Additional fee per lot: ~~\$40~~ \$30
 - c. Subdivision deposit: \$3,000
3. Appeal of administrative decision: ~~\$50~~ \$100

B. Impact Fees

3. Impact Fee Administration
 - a. Residential: ~~\$50~~ \$100
 - b. Non-residential: 8% 10% of total fee

Section III, Other Construction and Building Fees

A. Appeal to Hearing Examiner: ~~\$225~~ \$250 plus Hearing Examiner fees

C. Conditional Use Permit: ~~\$225~~ \$250 plus Hearing Examiner fees and any additional city costs

Table 2, Grading Permit Fees

Other fees:

- a. Inspections outside of normal business hours: ~~\$50.50~~² \$184.29² per hour (minimum charge two hours)
- b. Re-inspection fees: ~~\$50.50~~² \$184.29² per hour
- c. Inspections for which no fee is specifically indicated: ~~\$50.50~~² \$184.29² per hour, (minimum charge ~~1/2~~ 1 hour)

F. Right-of-Way permits

1. Initial application: ~~\$125~~ \$150

P. Signs: International Building Code

1. Sign Confiscation in Public Right-of-Way
 - a. First removal of signs: No charge and a warning
 - b. Second removal of signs: \$20
 - c. Thereafter, per each individual sign: \$40

G. SEPA

1. Single family residence, owner prepared: \$200
2. ~~Single family residence, city prepared: \$500~~
3. Other, owner prepared: \$400
4. ~~Other, city prepared: \$750~~
5. Environmental Impact Statement: \$2000 plus cost

Q. Special Inspections: ~~\$47~~ \$98 per hour

Z. Title elimination assist: ~~\$47~~ \$98

Section IV, Annual Business License Fees

IV. Annual Business ~~License~~ Fees

A. Annual business license fees include a ~~\$50~~ \$60 fee to the City and additional fees as set by the Department of Revenue.

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 ~~\$20~~ \$25.

Section V, Solid Waste Fees

A. Abatement. If the city must haul and dispose of solid waste as a result of health and safety violations on private property, the property owner will be charged disposal fees, plus employee wages, a ~~ten~~ twenty-five percent (~~10%~~ 25%) administrative fee, and any associated violations and/or citations.

Section VI, Animal License and Control Fees

F. Impound and violation fees

9. Owner requested pick up: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.
10. Animal drop off at animal shelter: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.
12. Transfer to county facility: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.

Section VII, Water System Fees

A. Water service application fees.

1. Water availability letter, individual residential service: ~~\$25~~ \$30
2. Water availability letter, commercial or new development: ~~\$50~~ \$60
3. Application for temporary construction service: ~~\$250~~ \$300

B. Water turn-off and turn-on charges.

1. Water turn on/off fee (non-payment account): ~~\$60~~ \$80
2. Water turn on/off (customer request): ~~\$35~~ \$40
3. Frequent water turn on/off, customer request, charged after 48 hours, each time: ~~\$50~~ \$60
4. Weekend and evening (after 5 pm) service fee: ~~\$100~~ \$150 or the equivalent of two hours of an employee's over-time rate of pay; whichever is greater.

C. Late charges.

1. Penalty for late/delinquent accounts: ~~\$20~~ \$25
2. Lien filing charge: actual cost plus ~~8%~~ 20% administrative fee
3. Lien release charge: actual cost plus ~~8%~~ 20% administrative fee

Section VIII, Administrative Fees

A. If a check, as defined in RCW 62A.3-104, is dishonored by non-acceptance or non-payment or non-sufficient funds, the City of Gold Bar shall charge a service fee of ~~\$35.00~~ \$40.

B. If the check has not been paid within fifteen days of notification by the City of Gold Bar, the City may, per RCW 62A.3-515, charge interest at the rate of ~~twelve~~ fifteen percent per annum from the date of dishonor, and cost of collection not to exceed ~~forty~~ sixty dollars or the face amount of the check, whichever is less, payable to the person entitled to enforce the check. In addition, in the event of court action on the check, the court, after notice and the expiration of the fifteen days, shall award reasonable attorneys' fees, and three times the face amount of the check or three hundred dollars, whichever is less, as part of the damages payable to the person enforcing the check. This section does not apply to an instrument that is dishonored by reason of a justifiable stop payment order.

C. Per RCW 62A.3-515, subsequent to the commencement of an action on the check but prior to the hearing, the defendant may tender to the plaintiff as satisfaction of the claim, an amount of money equal to the face amount of the check, a reasonable handling fee, accrued interest, collection costs equal to the face amount of the check not to exceed ~~forty~~ sixty dollars, and the incurred court costs, service costs, and statutory attorneys' fees.

D. Document and public records costs and fees.

11. The City shall waive Public Records Request fees under one dollar (\$1.00) if the charge of such fee could result in a delay in providing responsive records.
- ~~12. Any Public Records Request fee that includes seventy five cents (\$.75) or less shall be rounded down to the nearest dollar.~~

E. Notary fees: ~~\$10~~ \$15 per transaction

F. Special event permit fees

1. Events expected to involve twenty (20) or fewer participants: ~~\$25~~ \$30

2. Events expected to involve twenty (21) or more participants: ~~\$25~~ \$50 plus a refundable deposit of ~~\$100~~ \$150 to cover potential staff time.

d. Any city staff expenses over the ~~\$100~~ \$150 deposit will be billed to the permit applicant.

G. Council Chambers (Users are responsible for returning the room to normal for Council meetings)

1. Inter-jurisdictional groups (example: Sno-Isle Library System, Counties, Cities): Free

2. Meetings less than three hours, including setup and tear-down: ~~\$20.00~~ \$30.00

3. Meetings over three hours, including setup and tear-down: ~~\$50.00~~ \$60.00

4. Community Event Preparation - (ex.: egg hunt, trunk-or-treat): Free

Section IX, General Penalties

A. Unless a specific penalty is otherwise stated, any person violating any of the provisions or failing to comply with any of the mandatory requirements of any ordinance of the city is subject to a civil infraction as governed by the Infraction Rules for Courts of Limited Jurisdiction, as now and hereafter amended. The penalty for such a violation shall be ~~one hundred dollars (\$100)~~ one hundred fifty dollars (\$150) for each violation, with each day of a continuing violation being an additional penalty fee.

Section X, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section XI, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City of Gold Bar Current Fee Schedule

(incorporating Resolutions 14-01, 14-02, 14-03, 15-03, 15-11, 16-03, 16-05, 16-10, 17-07, 17-14, 18-03, 18-04, 19-08, 19-11, 20-13, 21-06, 22-14, 23-06, 23-09, 24-02)

I. General Penalties

A. Unless a specific penalty is otherwise stated, any person violating any of the provisions or failing to comply with any of the mandatory requirements of any ordinance of the city is subject to a civil infraction as governed by the Infraction Rules for Courts of Limited Jurisdiction, as now and hereafter amended. The penalty for such a violation shall be ~~one hundred dollars (\$100)~~ one hundred fifty dollars (\$150) for each violation, with each day of a continuing violation being an additional penalty fee. (see chapter IX)

II. Land Use and Development Fees

Short plats and subdivisions are defined by GBMC Title 17 are processed by the City on a time and material basis. Labor is charged at the burdened rate for the staff person involved and material is charged at cost. In addition there shall be an administrative surcharge added to all charges in the amount of the actual cost of processing the application.

All costs associated with the developments include, but are not limited to, staff time; outside consultant fees; advertising fees; permit fees; attorney fees (specific to, or generated for the development); materials (but not normal office consumables); and all mitigation costs to bring any off - property site back to its predevelopment condition due to impacts by the development.

Required reports may be generated by the developer, but they are at a minimum reviewed and critiqued by city staff and/or consultants. Some reports may be totally generated by the city at the discretion of the city, and appropriate fees charged.

Payment to the city is by deposit and monthly billings. Monthly billings are submitted and due net ten (10).

Should the current fund for the development (deposit, less billings, plus payments) drop down to ten percent of the original deposit, work on the development is stopped.

Once the development is completed and the certificate of Occupancy granted, any remaining monies in the current fund for the development are returned to the developer.

Final Certificate of Occupancy will not be granted until all fees have been paid.

A. Fees

1. Short Plat:

- a. Short plat application: ~~\$150~~ \$200
- b. Short plat deposit: \$1,500

2. Subdivision:

- a. Basic fee: ~~\$100~~ \$500
- b. Additional fee per lot: ~~\$10~~ \$30
- c. Subdivision deposit: \$3,000

3. Appeal of administrative decision: ~~\$50~~ \$100

4. Extraordinary Use Permit: \$150

B. Impact Fees

1. Transportation impact fees:

- a. Commercial: \$1,500 per occupancy unit
- b. Residential: \$1,200 per dwelling unit

2. Park impact fees: \$1,937 per dwelling unit

3. Impact Fee Administration

- a. Residential: ~~\$50~~ \$100
- b. Non-residential: ~~8%~~ 10% of total fee

4. School impact fees: set and collected through the school district and must be paid before a development is approved.

5. Single lot developments

- a. Single lot developments are normally for single family residences, either a new building or a major re-build, or replacement. These are treated the same as for short plats and subdivisions, except for the deposit.
- b. Deposit for this type of development: \$200

6. Other single lots

- a. These are treated the same as a single family residence

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

III. Other Construction and Building Fees

These fees are used to cover the costs to the city of processing developments in accordance with state, regional, county, and local codes and regulations, and will be administered in accordance with current International Building Code (IBC) fee schedules.

A. Appeal to Hearing Examiner: ~~\$225~~ \$250 plus Hearing Examiner fees

B. Comprehensive Plan Amendment: \$1000 plus any additional city costs

C. Conditional Use Permit: ~~\$225~~ \$250 plus Hearing Examiner fees and any additional city costs

D. Grading Permit, required for fill quantities greater than fifty (50) cubic yards, not within a designated shoreline or critical area. Over fifty (50) cubic yards (cy), fees are set per the following tables.

Table 1, Grading Plan Review Fees

50 cy (38.2 m ³ or less)	No fee
51 – 100 cy (40 m ³ to 76.5 m ³)	\$23.50

101 – 1,000 cy (77.2 m ³ to 764.6 m ³)		\$37.00
1001 – 10,000 cy (765.3 m ³ – 7645.5 m ³)	\$49.25	
10,001 – 100,000 cy (7646.5 m ³ – 76455 m ³)		\$49.25 for the first 10,000 cy (7645.5 m ³) plus \$24.50 for each additional 10,000 cy (7645.5 m ³) or fraction thereof
100,001 – 200,000 cy (76456 m ³ – 152911 m ³)		\$269.75 for the first 100,000 cy (76455 m ³) plus \$13.25 for each additional 10,000 cy (7645.5 m ³) or fraction thereof
200,001 cy (152912 m ³) or more		\$402.25 for the first 200,000 cy (152911 m ³) plus \$7.25 for each additional 10,000 cy (7645.5 m ³) or fraction thereof
Other fees: Additional plan review required by changes, additions, or revisions to approved plans: \$50.50 per hour (minimum ½ hour)		

Table 2. Grading Permit Fees¹

50 cy (38.2 m ³ or less)	\$23.50	
51 – 100 cy (40 m ³ to 76.5 m ³)	\$37.00	
101 – 1,000 cy (77.2 m ³ to 764.6 m ³)		\$37.00 for the first 100 cy (76.5 m ³) plus \$17.50 for each additional 100 cy (76.5 m ³) or fraction thereof
1001 – 10,000 cy (765.3 m ³ – 7645.5 m ³)		\$194.50 for the first 1,000 cy (764.6 m ³) plus \$14.50 for each additional 1,000 cy (764.6 m ³) or fraction thereof
10,001 – 100,000 cy (7646.5 m ³ – 76455 m ³)		\$325.00 for the first 10,000 cy (7645.5 m ³) plus \$66.00 for each additional 10,000 cy (7645.5 m ³) or fraction thereof
100,001 (76456 m ³) or more		\$919.00 for the first 100,000 cy (76455 m ³) plus \$36.50 for each additional 10,000 cy (7645.5 m ³) or fraction thereof

Other fees:

- a. Inspections outside of normal business hours: ~~\$50.50²~~ \$184.29² per hour (minimum charge two hours)
- b. Re-inspection fees: ~~\$50.50²~~ \$184.29² per hour
- c. Inspections for which no fee is specifically indicated: ~~\$50.50²~~ \$184.29² per hour, (minimum charge ~~¼~~ 1 hour)

¹The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

²Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

E. Rezone Application, Type III permit: \$1500 deposit plus any additional city costs

F. Right-of-Way permits

1. Initial application: ~~\$125~~ \$150

2. Class A permit (short term, non-profit, non-surface disturbing): application fee plus \$5 per day

3. Class B permit (short term, for profit, non-surface disturbing): application fee plus \$50 per day

4. Class C permit (surface or subsurface disturbance of right of way):

a. open street cuts/each: application plus \$50 plus charges found in Table 1.

b. all others: application plus \$50

5. Class D permit (long term and permanent non-surface disturbing): application plus \$50

6. Class E permit (potential disturbing, fill, hazardous waste hauling, etc.): application plus \$50

7. Table 1. Fee per square foot of cut for excavation impact cost recovery based upon age of roadway.

\$3 per sq. ft.	> five years of age
\$4.50 per sq. ft.	4 – 5 years of age
\$6 per sq. ft.	3 – 4 years of age
\$9 per sq. ft.	2 – 3 years of age
\$12 per sq. ft.	1 – 2 years of age
\$15 per sq. ft.	0 – 1 years of age

8. Right-of-Way vacation application: \$100

G. SEPA

1. Single family residence, owner prepared: \$200

~~2. Single family residence, city prepared: \$500~~

3. Other, owner prepared: \$400

~~4. Other, city prepared: \$750~~

5. Environmental Impact Statement: \$2000 plus cost

H. Shoreline application (Shoreline permits go to the Hearing Examiner – Type 3 Action)

1. Conditional Use Permit: \$1200 plus city cost and Hearing Examiner fees

2. Grading: \$1500 plus city cost and Hearing Examiner fees

3. Variance: \$500 plus city cost and Hearing Examiner fees

4. Substantial Development: \$1200 plus city cost and Hearing Examiner fees if in shoreline area

5. Floodplain/Flood Hazard: \$300 plus city cost and Hearing Examiner fees if in shoreline area

6. Wetland, sensitive area permit: \$200 plus city cost and Hearing Examiner fees if in shoreline area

I. Zoning Code Variance: \$1200 deposit plus cost

J. Building permit fees:

1. Permit fees double for any work begun, or under, a Stop Work Order or a violation, before permit issuance.
2. 100%, International Building Code.

K. Plan review: 100%, International Building Code

L. Fence permit fee: \$30

M. Mechanical: \$23.50 plus International Building Code

N. Plumbing permit fee: \$23.50 plus International Building Code

O. Re-roof, commercial/industrial: International Building Code

P. Signs: International Building Code

Q. Special Inspections: ~~\$47~~ \$98 per hour

R. Fuel/storage tank removal: International Building Code

S. Moved buildings, pre-move: \$50 plus International Building Code

T. Non-conforming structures: International Building Code

U. Mobile/Modular home siting within park: \$450

V. Mobile/Modular unit siting, residential: ~~\$450~~ \$1,500 ~~plus International Building Code~~

W. Demolition permit

1. Structures under 200 square feet (shed, garage, etc.): \$25
2. Non-commercial structures over 200 square feet (homes, mobile homes, accessory buildings, etc.): \$150
3. Commercial: \$200

X. Fire extinguishing systems: International Building Code

Y. Swimming pools: International Building Code

Z. Title elimination assist: ~~\$47~~ \$98

AA. Woodstove/fireplace: International Building Code

BB. Boundary Line Adjustment

1. First two parcels: \$150.00
2. Each additional parcel on same application: \$50.00

IV. Annual Business License Fees

A. Annual business license fees include a ~~\$50~~ \$60 fee to the City and additional fees as set by the Department of Revenue. (Denise, I believe I remember it was a difficult process to raise these rates with DOR – do you want to do this?)

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 ~~\$20~~ \$25.

C. Late fees for failure to license a business are set by the Department of Revenue.

V. Solid Waste Fees

A. Abatement. If the city must haul and dispose of solid waste as a result of health and safety violations on private property, the property owner will be charged disposal fees, plus employee wages, a ~~ten~~ twenty-five percent (~~10%~~ 25%) administrative fee, and any associated violations and/or citations.

VI. Animal License and Control Fees

A. Annual Licenses Prior to July 1st.

1. Dogs, unaltered: \$35
2. Dogs, altered: \$20
3. Cats (for identification): \$5
4. Replacement of lost tag: \$5
5. Late fee (assessed by February 15th): \$10
6. Senior citizen discount (age 62 and older): \$5, altered
7. Senior citizen discount (age 62 and older): \$10, unaltered
8. Adults over age 55 that meet low income requirements: \$5, altered
9. Adults over age 55 that meet low income requirements: \$10, unaltered
10. Dangerous dog certificate, initial: \$125
11. Dangerous dog certificate, renewal: \$50

B. Annual Licenses Prior to July 1st with Proof of Microchip

1. Dogs, unaltered: \$30
2. Dogs, altered: \$15

C. Annual Licenses for New Animals After July 1st.

1. Dogs, unaltered: \$15.00
2. Dogs, altered: \$10.00

D. Annual Licenses for New Animals After July 1st with Proof of Microchip

1. Dogs, unaltered: \$10.00

2. Dogs, altered: \$5.00

E. Facilities (Annual)

1. Kennel or cattery (hobby): \$100

2. Grooming service: \$100

3. Kennel or cattery, commercial: \$200

4. Animal shelter: \$200

5. Pet shop: \$200

6. Reptile establishment: \$100

7. Riding academy, livery stable, boarding stable, pony ring ride, rodeo or circus: \$100

8. Exotic, wild, or dangerous animal: \$100

F. Impound and violation fees

Offenses shall accrue on an annual basis, within a standard calendar year.

1. Violation/impound fee, first offense: \$50

2. Violation/impound fee, second offense: \$100

3. Violation/impound fee, third offense and each offense thereafter: \$170

4. Violation/impound fee for unlicensed animal, first offense: \$80

5. Violation/impound fee for unlicensed animal, second and successive offenses: the charge shall be the same as for standard violation/impound fees.

6. Leash law/confined animal violation: \$100

7. Care, per day: \$50

8. Care, during weekend/holiday, per day: \$60 plus staff wages

9. Owner requested pick up: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.

10. Animal drop off at animal shelter: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.

11. Possession of exotic, wild, or dangerous animal at actual cost, but not less than \$100 per animal, per offense.

12. Transfer to county facility: ~~\$180~~ \$250 plus two hours of staff time at the employee's rate of pay.

13. Potentially dangerous animal at large (misdemeanor): \$500 or current Snohomish County Code fees, whichever is greater.

14. Verified dangerous animal at large (misdemeanor): \$500 or current Snohomish County Code fees, whichever is greater.

15. Interfering with animal control officer (misdemeanor): \$500 or current Snohomish County Code fees, whichever is greater.

VII. Water System Fees

A. Water service application fees.

1. Water availability letter, individual residential service: ~~\$25~~ \$30
2. Water availability letter, commercial or new development: ~~\$50~~ \$60
3. Application for temporary construction service: ~~\$250~~ \$300

B. Water turn-off and turn-on charges.

1. Water turn on/off fee (non-payment account): ~~\$60~~ \$80
2. Water turn on/off (customer request): ~~\$35~~ \$40
3. Frequent water turn on/off, customer request, charged after 48 hours, each time: ~~\$50~~ \$60
4. Weekend and evening (after 5 pm) service fee: ~~\$100~~ \$150 or the equivalent of two hours of an employee's over-time rate of pay; whichever is greater.

C. Late charges.

1. Penalty for late/delinquent accounts: ~~\$20~~ \$25
2. Lien filing charge: actual cost plus ~~8%~~ 20% administrative fee
3. Lien release charge: actual cost plus ~~8%~~ 20% administrative fee

D. Water service connections

1. Meter Install: \$125 *and*
2. Service Size:

<u>Size of pipe:</u>	<u>Short side:</u>	<u>Long side:</u>
5/8"	\$1250	\$2250
1"	\$1350	\$2350
1.5"	\$1500	\$2500
2"	\$2000	\$3300
3"	\$3000	\$4000

E. Standard monthly water rates (*see next page*)

Standard Monthly Water Rates				2024					
1. Residential Water Rates									
A. Single Family Residence							2023 Rates		
Meter Size	Base qty (Gallons)		In City	Outside City					
3/4"	6,000		\$46.28	\$ 55.29			\$ 47.28	\$ 55.29	
1"	8,000		\$67.76	\$ 77.23			\$ 69.22	\$ 77.23	
1.5" & 2"	24,000		\$130.89	\$ 141.71			\$ 133.69	\$ 141.71	
3"	80,000		\$393.67	\$ 410.13			\$ 402.11	\$ 410.13	
4"	160,000		\$962.01	\$ 990.65			\$ 982.64	\$ 990.65	
B. Multi-Family Residences									
Meter Size	Base qty (Gallons)		In City	Outside City					
3/4"	6,000		\$48.75	\$ 57.82			\$ 49.80	\$ 57.82	
1"	8,000		\$70.23	\$ 79.76			\$ 71.74	\$ 79.76	
1.5" & 2"	24,000		\$133.36	\$ 144.24			\$ 136.22	\$ 144.24	
3"	80,000		\$396.14	\$ 412.66			\$ 404.64	\$ 412.66	
4"	160,000		\$956.69	\$ 985.24			\$ 977.21	\$ 985.24	
2. Residential Overage Rates									
Gallons Over Base			In City	Outside City					
6001-7500			\$0.004312	\$0.005488			0.00392	0.004989	
7501-9000			\$0.004744	\$0.006038			0.004313	0.005489	
9001-12000			\$0.005217	\$0.006640			0.004742	0.006037	
12001 and above			\$0.005739	\$0.007304			0.005217	0.00664	
3. Commercial and Industrial Water Rates									
Meter Size	Base qty (Gallons)		In City	Outside City					
3/4"	7,500		\$51.22	\$ 60.35			\$ 52.31	\$ 60.35	
1"	10,000		\$72.69	\$ 82.29			\$ 74.25	\$ 82.29	
1.5" & 2"	30,000		\$135.84	\$ 146.79			\$ 138.75	\$ 146.79	
3"	100,000		\$398.57	\$ 415.15			\$ 407.12	\$ 415.15	
4"	200,000		\$961.96	\$ 990.63			\$ 982.60	\$ 990.63	
4. Commercial and Industrial Overage Rates									
Gallons Over Base			In City	Outside City					
Above Meter Size Base Qty			\$0.006261	\$0.007826			0.005692	0.007115	
5. Base rates for qualifying low income senior citizens									
			In City	Outside City					
			\$3.00	\$4.00			\$ 3.00	\$ 4.00	
Water System Assessment Charges							Current Assesment Rate		
1. Single Family Residences and Commercial Businesses, all locations.									
	\$63.64 Per month						\$63.64		
2. Multi-family Residence									
	\$49.10 per unit, per month						\$49.10		
3. Assessment rate for qualifying low income senior citizens, all locations									
	\$16.35 per month						\$16.35		

F. Bulk Water Usage Fees

1. \$50 per connection

a. Rate is \$40.73 for 0 – 6,000 gallons per connection

b. Rate is .005043 per gallon over the allowed 6,000 gallons per connection

G. Water rates and fee increases

Water rates and fees shall be updated as required by the city water system plan, as approved by the state Department of Health and adopted by the city council through amendment of fee resolutions.

VIII. Administrative Fees

A. If a check, as defined in RCW 62A.3-104, is dishonored by non-acceptance or non-payment or non-sufficient funds, the City of Gold Bar shall charge a service fee of ~~\$35.00~~ \$40.

B. If the check has not been paid within fifteen days of notification by the City of Gold Bar, the City may, per RCW 62A.3-515, charge interest at the rate of ~~twelve~~ fifteen percent per annum from the date of dishonor, and cost of collection not to exceed ~~forty~~ sixty dollars or the face amount of the check, whichever is less, payable to the person entitled to enforce the check. In addition, in the event of court action on the check, the court, after notice and the expiration of the fifteen days, shall award reasonable attorneys' fees, and three times the face amount of the check or three hundred dollars, whichever is less, as part of the damages payable to the person enforcing the check. This section does not apply to an instrument that is dishonored by reason of a justifiable stop payment order.

C. Per RCW 62A.3-515, subsequent to the commencement of an action on the check but prior to the hearing, the defendant may tender to the plaintiff as satisfaction of the claim, an amount of money equal to the face amount of the check, a reasonable handling fee, accrued interest, collection costs equal to the face amount of the check not to exceed ~~forty~~ sixty dollars, and the incurred court costs, service costs, and statutory attorneys' fees.

D. Document and public records costs and fees.

1. Inspecting records: There shall be no charge for inspecting records in person or for accessing records routinely made available on the City's website prior to receipt of a request unless the requestor has specifically requested that the City provide copies of such records through other means (a copying or scanning fee may apply if copies are later requested after inspection).

2. Reproduction and copying costs:

- a. Flash drive: the cost per flash drive is dependent upon the bulk cost of purchase
- b. Paper copies: see section D(3)
- c. Scanning: see section D(4)

3. Paper copies:

- a. Standard black and white photocopies or printed black and white copies (8.5 x 11): \$0.15 per page
- b. Color photocopies or printed color copies (8.5 x 11): \$0.15 per page
- c. Documents which must be copied by an outside source (ex. Comprehensive plans, code books, maps, irregular size records, photographs, etc.) will be charged based on the cost to the city for reproduction

4. Scanned records:

- a. Scanning records only available in electronic format, into paper copies: \$0.15 per page
- b. Scanning records only available in hard copy/paper records, into electronic format: \$0.10 per page

5. Electronic Records:

- a. \$0.05 per each four electronic files or attachments uploaded to email, cloud-based data storage service (if available), or other means of electronic delivery
- b. \$0.10 per gigabyte for the transmission of public records in an electronic format

6. Mailing:

- a. Actual costs of mailing, including the cost of any digital storage media or device provided by the City, the cost of the shipping container or envelope used to mail the copies, and the actual postage or delivery charges

7. The charges in this section may be combined to the extent that more than one type of charge applies to the copies produced in response to a particular request.

8. Flat fee:

- a. The City may charge a flat fee of up to \$2.00 for any request as an alternative to fees authorized above when the City reasonably estimates, and documents, that the costs are clearly equal to or more than \$2.00. The City shall only charge one flat fee per request, including requests which are responded to in multiple installments.

9. Estimate of charges:

- a. If requested by a requestor, the City shall provide a summary of the applicable charges before any copies are made and the requestor may revise a public records request to reduce the number of copies to be made and reduce the applicable charges.

10. Customized service charge:

- a. In addition to any charges noted above, the City may include a customized service charge if the City estimates that the request would require the use of information technology expertise to prepare data compilations, or provide customized electronic access services when such compilations and customized access services are not used by the City for other purposes. Such charge shall be the actual cost of the customized service charge to be applied, including an explanation of why the customized service charge applies, a description of the specific expertise, and a reasonable estimate cost of the charge. The City must provide the requestor the opportunity to amend the public records request in order to avoid or reduce the cost of a customized service charge.

11. The City shall waive Public Records Request fees under one dollar (\$1.00) if the charge of such fee could result in a delay in providing responsive records.

12. ~~Any Public Records Request fee that includes seventy-five cents (\$.75) or less shall be rounded down to the nearest dollar.~~

E. Notary fees: ~~\$10~~ \$15 per transaction

F. Special event permit fees

1. Events expected to involve twenty (20) or fewer participants: ~~\$25~~ \$30

2. Events expected to involve twenty (21) or more participants: ~~\$25~~ \$50 plus a refundable deposit of ~~\$100~~ \$150 to cover potential staff time.

- a. Staff costs shall be payable at actual cost of employee hourly rates plus benefit wages, including overtime, if applicable.
- b. Additional staff time will be billed above deposit amount at the rate described above, if said staff time is required to restore property to pre-event condition.

- c. City staff will track staff rates and will refund that portion of deposit not utilized for costs.
- d. Any city staff expenses over the ~~\$100~~ \$150 deposit will be billed to the permit applicant.

G. Council Chambers (Users are responsible for returning the room to normal for Council meetings)

- 1. Inter-jurisdictional groups (example: Sno-Isle Library System, Counties, Cities): Free
- 2. Meetings less than three hours, including setup and tear-down: \$20.00
- 3. Meetings over three hours, including setup and tear-down: \$50.00

(I would like to raise these meeting fees, but have we ever charged? Should there be another item for community event meetings for free? Such as egg hunt, etc.)

IX. General Penalties

A. Unless a specific penalty is otherwise stated, any person violating any of the provisions or failing to comply with any of the mandatory requirements of any ordinance of the city is subject to a civil infraction as governed by the Infraction Rules for Courts of Limited Jurisdiction, as now and hereafter amended. The penalty for such a violation shall be ~~one hundred dollars (\$100)~~ one hundred fifty dollars (\$150) for each violation, with each day of a continuing violation being an additional penalty fee.

B. If a law enforcement officer or code enforcement officer responds to a second or subsequent complaint of the violation within twenty four (24) hours following the original issue, and

- 1. the violation was negligently repeated; or
- 2. the defendant has negligently failed to abate the violation;

the penalty for such second and subsequent violations within this twenty-four (24) hour period shall increase to five hundred dollars (\$500).

C. The penalty for violation of parking restrictions shall be one hundred dollars (\$100) per violation. Each day in which the same vehicle or trailer is in violation of parking regulations shall constitute a separate offense at the same rate.

X. Stormwater Rates

- 1. Stormwater rates shall be \$13.05 per household, commercial business, and/or unit.
- 2. Stormwater rates for qualifying low-income senior citizens shall be \$10.09.
- 3. Stormwater Late charges.
 - a. Penalty for late/delinquent accounts: \$20
 - b. Lien filing charge: actual cost plus 8% administrative fee
 - c. Lien release charge: actual cost plus 8% administrative fee

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-03**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON AMENDING THE PERSONNEL
MANUAL**

WHEREAS, the City of Gold Bar updated the Personnel Manual relating to vacation hours in Resolution #25-01; and

WHEREAS, city staff reviewed those changes after adoption rather than before; and

WHEREAS, city staff researched vacation policies in cities of similar populations; and

WHEREAS, a vacation policy was created that was more in line with other cities, created a compromise with city staff, and met the budgetary concerns relating to vacation buyout and accrual limits; and

WHEREAS, the change in vacation policy requires a further amendment and clarification in the Personnel Manual; and

WHEREAS, the changes relating to vacation hours will take effect January 1st, 2026;

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

Section I Title 24, Leaves of Absence and Time Off
Section II Severability
Section III Effective Date

Section I, Title 24, Leaves of Absence and Time Off

A. Vacations

6. Unused annual vacation days earned may be carried over from year to year. The maximum number of vacation hours that may be carried over from December 31st of one year to January 1st of the next year is ~~four hundred (400)~~ three hundred (300) hours. In cases where City operations have made it impractical for an employee to use vacation time, the supervisor, with approval of the Mayor, may authorize additional accruals. These additional hours must be used within a specific timeframe agreed upon by the mayor, supervisor, and employee, or forfeited.

7. ~~When an employee reaches the maximum allowed accumulation of vacation hours, they may request to cash out the difference between their accrued balance total and the maximum accumulation of four hundred (400) vacation hours. If an employee has accrued more than 300 hours at the end of the year, they may cash out a maximum of forty (40) hours. If there is a remaining balance after what is carried over and what is cashed out, those hours shall be forfeit.~~

Section II, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

Steve Yarbrough, Mayor

ATTEST/AUTHENTICATED:

Lisa Stowe, Clerk/Treasurer

CONSULTANT AGREEMENT

PROJECT TITLE

Orchard Ave Overlay
Project: TIB # 2-P-819(009)-1,

WORK DESCRIPTION

Professional Services for engineering
and construction support services.

CONSULTANT

Atwell, LLC
25 Central Way Suite 400
Kirkland WA 98033

**CONSULTANT CONTACT NAME,
ADDRESS AND TELEPHONE NO.**

Taylor Brown, PE
25 Central Way Suite 400
Kirkland WA 98033

THIS AGREEMENT is entered into on Feb 4, 2024 between the City of Gold Bar, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish contractual services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANT - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The scope of work shall provide a detailed listing of those tasks associated with

Orchard Ave Overlay — Additional scopes of work for individual projects shall be added to this contract on a project by project basis and the text of this agreement shall supersede any conflicting provisions in such scopes of work or in any other projects performed by CONSULTANT for the CITY during the term of this agreement. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work specified in the scopes of work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. For some projects, the City and the CONSULTANT may agree to a work schedule in writing. In those instances, the CONSULTANT shall complete all work required by this agreement according to the schedule. A failure to complete the work to complete the work according to the schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The amount payable for the scope of work identified in Exhibit A and incorporated herein shall not exceed \$ 64,540.00. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services rendered under this agreement as provided in the attached exhibits, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously

satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as extra work and shall be compensated at the rates specified in the attached exhibit(s).

5. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore, including timesheets. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. CONSULTANT shall provide copies of timesheets upon demand. Timesheets shall be maintained by all persons billing CITY for their services pursuant to this agreement.

6. Independent CONSULTANT. The CONSULTANT is an independent CONSULTANT for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

7. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, sub-consultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for, injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, sub-consultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance. The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. Commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the consultant as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONSULTANT shall keep all records, including timesheets, related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Gold Bar Public Works Director shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Gold Bar Public Works Director.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the City of Gold Bar Mayor. The Mayor's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, sub-consultant, or supplier because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

15. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

16. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work

required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

17. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

18. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by Jaw, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

19. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONSULTANT:

CITY OF GOLD BAR:

By: _____
Title: _____

Mayor

ATTEST / AUTHENTICATED:

City Clerk - Treasurer

CITY OF GOLD BAR

ORCHARD AVE OVERLAY PROJECT

SCOPE OF WORK

Based upon our understanding of the project requirements and discussions with you we have developed the following scope of services:

PROJECT UNDERSTANDING

Atwell, LLC ("Atwell") will provide engineering services for the City of Gold Bar's Orchard Ave Overlay Project ("Project") generally consisting of the design of overlaying approximately $\pm$ 2,300 LF of road along Orchard Ave from 3rd St to 5th St (City) and 5th St to 10th St. Atwell will provide topographic base mapping, design drawings, specifications, and engineer's estimate (PS&E) for both schedules.

PROJECT SCHEDULE

Atwell shall begin work immediately upon receipt of Notice to Proceed and proceed according to the following general schedule. Key dates are as follows:

Notice to Proceed	February 2025
Design Kick-Off Meeting	February 2025
60% Design Submittal	Late February 2025
City Review Complete.....	Early March 2025
Final Design Submittal.....	Early April 2025
Advertise	Late April 2025
Bidding & Award	May/June 2025
Construction Start	July 1, 2025

TASK 001: PROJECT MANAGEMENT AND COORDINATION:

This task is for general coordination and meetings on the project, including coordination with the City, internal plan review/discussion meetings, and in-house quality assurance. Atwell will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the project to date. Quality Assurance/Quality Control reviews will be completed at each submittal stage.

Deliverables: Monthly Invoices, Progress Reports

TASK 002: 60% DESIGN:

**Task 002 has been split based on project limits – Task 002A: 3rd St to 5th St (City) and Task 002B: 5th St to 10th St*

Using base maps prepared for the City's previous Linda Ave Water Main Replacement Project, Atwell will provide the design plans, estimate and specifications for the Project, including:

1. Plan sheets for the proposed improvements, including:
 - a. Sheets at 22" x 34" with roughly an 18"x28" drawing area.
 - b. Drawing scale at 1" = 20'.
 - c. Cover Sheet, General Notes, and Sheet Index.



- d. Temporary Erosion and Sedimentation Control (TESC) notes and details as necessary for the project.
- e. Proposed improvements shown per City standards.
- f. Preliminary details shown, referencing the City's standard details, and developing specialized details as necessary.
- 2. 60% Specifications including the City's front end Contract Provisions, the City's boilerplate typical Special Provisions, and project-specific Special Provisions
- 3. 60% Engineer's Estimate including quantities and a contingency.
- 4. Design Memo outlining assumptions, questions, and recommendations.
- 5. Up to one additional site visit as needed.

Deliverables: 60% Design Plans (PDF)
 60% Design Specifications (PDF)
 60% Design Engineer's Estimate (PDF)
 Design Memo (Word)

Assumptions: Atwell will use previously performed survey and no additional surveying will be needed during design.

TASK 003: FINAL DESIGN:

**Task 003 has been split based on project limits – Task 002A: 3rd St to 5th St (City) and Task 002B: 5th St to 10th St*

Based on City's review comments from the 60% Design stage, Atwell will complete production of the Final Design (Bid Documents), including:

- 1. 60% Review meeting with City staff as necessary.
- 2. Incorporating City's 60% Design comments into the contract documents.
- 3. Internal QA/QC
- 4. Final Design Plans
- 5. Final Design Specifications
- 6. Final Engineer's Estimate
- 7. Up to one site visit as needed.

Deliverables: Final Design Plans (PDF)
 Final Design Specifications (PDF)
 Final Design Engineer's Estimate (PDF)

Assumptions: Atwell will use previously performed survey and no additional surveying will be needed during design.

TASK 004: BIDDING AND AWARD SERVICES:

Atwell will provide consultation services during the bidding process, including:

- 1. Upload Contract Documents to Builder's Exchange.
- 2. Address questions from prospective bidders and responding to design oriented RFIs, if necessary.
- 3. Prepare and issue addenda to clarify the construction documents, if necessary.
- 4. Conduct bid opening, provide bid tabulations, review Contractor bids, and provide recommendations for award.
- 5. Generally, assist the City during the bidding process as needed.



Deliverables: Upload Bid Documents to Builder's Exchange
Addenda, if necessary
Bid Tabulations
Recommendation of Award

TASK 005: CONSTRUCTION SUPPORT SERVICES:

**Task 005 has been split based on project limits – Task 002A: 3rd St to 5th St (City) and Task 002B: 5th St to 10th St*

Under this task, Atwell will provide Construction Support Services for this Project during the construction period. Services under this task are anticipated to include:

1. Provide an agenda, prepare for, and attend the pre-construction conference.
2. Prepare and send out minutes from pre-construction conference.
3. Submittal reviews (Contractor's schedule, shop drawings, and traffic control plans).
4. Review, respond to, and coordinate design changes per field conditions. Provide changes to drawings or specifications as necessary. (As needed – Coordinate with the City).
5. Review, respond to, and coordinate change order requests.
6. Prepare and submit weekly reports (Statement of Working Days).
7. Review intents and affidavits.
8. Prepare monthly pay estimates.
9. Monitor Contractor's schedule and updates.
10. General consultation and coordination on an as-needed basis. Address construction questions as they arise.
11. Prepare recommendation of project acceptance.
12. Attend and conduct bi-weekly construction progress meetings as required. Provide meeting minutes to attendees.
13. Prepare As-Builts based on Contractor and Inspector provided info.

Deliverables: Pre-Construction Agenda and Minutes
Submittal Responses
Response to Design Changes per Field Conditions
Response to Change Order Requests
Weekly Statement of Working Days
Monthly Pay Estimates
Bi-Weekly Construction Progress Meeting Agenda and Minutes
As-builts

TASK 006: UNASSIGNED SERVICES RESERVE:

This task provides for unanticipated design services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.

CLARIFICATIONS

PROJECT UNDERSTANDINGS AND ASSUMPTIONS:

In preparing the proposal, we have assumed the following:

14. Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - a. Correspondence prior to the effective date of this Agreement.
15. The following items are not anticipated to be necessary and are not included in this proposal:
 - a. Structural, Environmental, Geotechnical, or Transportation Engineering Services.
 - b. Sanitary sewer main replacement/improvements.
 - c. Gas main relocation coordination.
 - d. Power relocation coordination (Client to coordinate).
 - e. Other dry utility relocation coordination.
 - f. Wall or rockery design above 4ft.
 - g. Traffic control plan design (Contractor to provide).
 - h. Potholing during design.
 - i. Flow control design.
 - j. Capacity analysis of existing stormwater conveyance system.
 - k. Environmental documentation/permits beyond what is included in the scope above.
 - l. Construction Staking or Inspection Services (a separate fee proposal can be provided upon request).
 - m. Survey services (previously performed survey from prior projects will be used and no additional surveying will be needed).
16. Water meter, roof downspout, and side sewer sizing to be performed by others.
17. Standard Client review times will be 2-weeks, unless shown otherwise in a project schedule submitted to the Client.
18. Atwell will not pay any Agency fees on behalf of the Client. This includes any fees associated with permits and easements.
19. This scope of work anticipates a single construction package. If the project becomes split into separate packages, an additional fee estimate can be provided for those packages after the first complete construction documents.
20. Atwell employees will act as the Client's observer for construction activities. At no time will Atwell be responsible for the Contractor's actions, including but not limited to site safety, access, or cleanliness.
21. The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will appear under a separate task called **EXPENSES**.
22. Time and expense items are based on Atwell's current hourly rates.
23. These fees stated above are valid if accepted within 30 days of the date of the proposal.
24. Atwell reserves the right to adjust fees per current market conditions for tasks not started within a year of contract execution.
25. Atwell reserves the right to move funds between approved Tasks 001 – 005 as necessary based on approved scope of work provided the overall budget of Tasks 001 – 005 is not exceeded. Client Project Manager will be notified if funds are shifted.
26. Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
27. Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
28. If the Client requests Atwell's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Atwell's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and

costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work is attached.

INFORMATION TO BE PROVIDED BY THE CLIENT:

In preparing the proposal, it is understood the following be provided by the Client:

1. Obtaining any offsite easements or right-of-entry including permanent easements (if required) will be the responsibility of the Client.



City of Gold Bar

Orchard Ave Overlay Project

Job Number: 24009323 Prepared By: Kylyn Sasaki
Date: 12/13/2024 Checked By: Kai Pope

Task #	Base Tasks	Project Manager	Engineer	Designer	Total Hours	Total Fee	City Total Fee*	Fee Type
		\$260/hr Hours	\$220/hr Hours	\$220/hr Hours				
001	Project Management and Coordination	16	6	0	22	\$5,480	-	Not to Exceed
002A	60% Design - 3rd St to 5th St (City)	4	10	6	20	\$4,560	\$4,560	Not to Exceed
002B	60% Design - 5th St to 10th St	18	32	18	68	\$15,680	-	Not to Exceed
003A	Final Design - 3rd St to 5th St (City)	3	7	8	18	\$4,080	\$4,080	Not to Exceed
003B	Final Design - 5th St to 10th St	12	26	14	52	\$11,920	-	Not to Exceed
004	Bidding and Award Services	12	8	0	20	\$4,880	-	Not to Exceed
005A	Construction Support Services - 3rd St to 5th St (City)	7	10	1	18	\$4,240	\$4,240	Not to Exceed
005B	Construction Support Services - 5th St to 10th St	18	39	2	59	\$13,700		Not to Exceed
006	Unassigned Services Reserve					-	\$5,000	Not to Exceed
	Expenses					-	\$1,000	Not to Exceed
	Total Hours	90	138	49	277			
	Atwell Personnel	\$23,400	\$30,360	\$10,780		\$64,540	\$18,880	

*DOES NOT INCLUDE TIB MATCH REQUIREMENT

001 Project Management and Coordination		Project Manager	Engineer	Designer	Total Hours	
Item #	Description	\$260/hr	\$220/hr	\$220/hr		
		Hours	Hours	Hours		
1	Monthly Invoices/Progress Reports	6	2		8	
2	General Project Coordination	6	2		8	
3	QA/QC	4	2		6	
Total Hours		16	6	0	22	
Total Fee		\$4,160	\$1,320	\$0		\$5,480

002A 60% Design - 3rd St to 5th St (City)		Project Manager	Engineer	Designer	Total Hours	
Item #	Description	\$260/hr	\$220/hr	\$220/hr		
		Hours	Hours	Hours		
1	Kick-Off Meeting with City				0	
2	Review Meeting				0	
3	60% Plans	1	2	6	9	
4	60% Estimate	1	2		3	
5	60% Specifications	1	3		4	
6	60% Design Memo	1	3		4	
7	Site Visit				0	
Total Hours		4	10	6	20	
Total Fee		\$1,040	\$2,200	\$1,320		\$4,560

002B 60% Design - 5th St to 10th St		Project Manager	Engineer	Designer	Total Hours	
Item #	Description	\$260/hr	\$220/hr	\$220/hr		
		Hours	Hours	Hours		
1	Kick-Off Meeting with City	2	2		4	
2	Review Meeting	2	2		4	
3	60% Plans	2	6	18	26	
4	60% Estimate	2	6		8	
5	60% Specifications	2	6		8	
6	60% Design Memo	4	6		10	
7	Site Visit	4	4		8	
Total Hours		18	32	18	68	
Total Fee		\$4,680	\$7,040	\$3,960		\$15,680

003A Final Design - 3rd St to 5th St (City)		Project Manager	Engineer	Designer	Total Hours	
Item #	Description	\$260/hr	\$220/hr	\$220/hr		
		Hours	Hours	Hours		
1	60% Review Meeting with City				0	
2	Final Plans	1	2	8	11	
3	Final Estimate	1	2		3	
4	Final Specifications	1	3		4	
5	Site Visit				0	
Total Hours		3	7	8	18	
Total Fee		\$780	\$1,540	\$1,760		\$4,080

003B Final Design - 5th St to 10th St		Project Manager	Engineer	Designer	Total Hours
Item #	Description	\$260/hr	\$220/hr	\$220/hr	
		Hours	Hours	Hours	
1	60% Review Meeting with City	2	2		4
2	Final Plans	4	6	14	24
3	Final Estimate	4	6		10
4	Final Specifications	2	8		10
5	Site Visit		4		4
Total Hours		12	26	14	52
Total Fee		\$3,120	\$5,720	\$3,080	\$11,920

004 Bidding and Award Services		Project Manager	Engineer	Designer	Total Hours
Item #	Description	\$260/hr	\$220/hr	\$220/hr	
		Hours	Hours	Hours	
1	Address Bidder Questions	1	4		5
2	Prepare and Issue Addenda (if necessary)	1	2		3
3	Conduct Bid Opening, Bid Tabulations, & Review	4	2		6
4	General Consultation	6			6
Total Hours		12	8	0	20
Total Fee		\$3,120	\$1,760	\$0	\$4,880

005A Construction Support Services - 3rd St to 5th St (City)		Project Manager	Engineer	Designer	Total Hours
Item #	Description	\$260/hr	\$220/hr	\$220/hr	
		Hours	Hours	Hours	
1	Preconstruction Meeting (incl. Prep)				0
2	Review Material Submittals, TCP, and Schedule				0
3	Attend and Conduct Construction Meetings				0
4	Respond to Design Changes per Field Conditions	1	2		3
5	Respond to and Coordinate Change Order Requests	1	2		3
6	Prepare Monthly Pay Estimates	1	2		3
7	Assist with Punch List and Final Inspection	1	2		3
8	Prepare Recommendation of Project Acceptance				0
9	Provide General Consultation/Coordination	2	1		3
10	Prepare As-Built Drawings	1	1	1	3
Total Hours		7	10	1	18
Total Fee		\$1,820	\$2,200	\$220	\$4,240

005B Construction Support Services - 5th St to 10th St		Project Manager	Engineer	Designer	Total Hours
Item #	Description	\$260/hr	\$220/hr	\$220/hr	
		Hours	Hours	Hours	
1	Preconstruction Meeting (incl. Prep)	4	6		10
2	Review Material Submittals, TCP, and Schedule	2	4		6
3	Attend and Conduct Construction Meetings	2	8		10
4	Respond to Design Changes per Field Conditions	1	4		5
5	Respond to and Coordinate Change Order Requests	1	4		5
6	Prepare Monthly Pay Estimates	1	4		5
7	Assist with Punch List and Final Inspection	1	4		5
8	Prepare Recommendation of Project Acceptance	1	1		2
9	Provide General Consultation/Coordination	4	2		6
10	Prepare As-Built Drawings	1	2	2	5

Total Hours	18	39	2	59	
Total Fee	\$4,680	\$8,580	\$440		\$13,700

006 Unassigned Services Reserve		Total Cost		Total
Item #	Description			
1	Unassigned Services Reserve		\$5,000	
		Total Fee	\$5,000	\$5,000

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, January 21, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Councilmembers Phillips and Sears attended via Zoom, as did Office Manager Beaston.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough reviewed several meetings he attended, including the Chamber of Commerce's State of Cities Address, the Skykomish Council meeting, a transportation meeting, and a preparedness workshop with the Department of Emergency Management. There was brief discussion about the transportation meeting.

STAFF REPORT

Chief Whalen talked about locations for two cold weather stations in Monroe and Snohomish and illegal dumping. He then said there would be an upcoming awards ceremony for Deputy Gallina who has been chosen as Deputy of the Year. Chief Whalen will pass on the date of the ceremony once it is confirmed. There was brief discussion around the city blotters and State Patrol traffic emphasis patrols.

Director Norris said the dog park area for small dogs has been completed. He gave an update on the work to be done on Gunn Road and answered Council questions regarding work to be done on May Creek Road to stabilize a bank, and on the stormwater system. There was also brief discussion around a residential property in Creekside.

Clerk Stowe said she had talked to staff regarding the recent update to the Personnel Manual and would have a resolution revising the manual at the next meeting.

COUNCIL COMMENTS

Councilmember Sears wished Office Manager Beaston a happy birthday.

Councilmember Lie talked about legislative agendas and an upcoming Snohomish County Tomorrow meeting.

Councilmember Martin was proud of Mayor Yarbrough's State of the City address. She also talked about fire department personnel and wished Office Manager Beaston a happy birthday.

Councilmember Russell spoke again about the State Patrol traffic emphasis work.

Councilmember Phillips will not be able to attend the next two council meetings. Councilmember Russell moved to excuse her from the next two meetings and with a second by Councilmember Sears, the motion carried, with Councilmember Phillips abstaining.

CITIZEN COMMENTS

Phil Peksanli spoke about the upcoming closure of Dorman Road.

CONTINUED BUSINESS

Traffic Discussion. Director Norris provided statistics on traffic flow which led to discussion on the problems with locals speeding during the week rather than non-locals on weekends, traffic calming devices, flashing crosswalk lights, school bus access, enforcement, emphasis patrols, lowering speed limits, and the need to continue the discussion.

NEW BUSINESS

Resolution #25-02 Amending Council Procedures. This amendment addresses the Mayor Pro-Tem process. Councilmember Phillips moved to accept the resolution as presented and with a second by Councilmember Sears, the motion carried.

Mayor Pro Tem Position. After brief discussion, Councilmember Lie moved to nominate Councilmember Russell as Mayor Pro Tem and with a second by Councilmember Sears, the motion carried with Councilmember Russell abstaining.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Martin congratulated Councilmember Russell.

Councilmember Russell thanked the council for their vote of confidence.

Councilmember Phillips thanked all those who attended the meeting, in person and via Zoom.

MINUTES APPROVAL

Councilmember Sears moved to approve the January 7th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38142 through 38176 with \$172,808.05 for claims and \$2,596.02 for payroll and taxes, for a grand total of \$175,404.07 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by both Councilmembers Sears and Phillips, the motion carried and the meeting was adjourned at 7:55 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City Of Gold Bar

Time: 09:46:28 Date: 01/29/2025

01/22/2025 To: 02/04/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
160	01/28/2025	Payroll	7	38177	Richard L Baker	4,626.53	
161	01/28/2025	Payroll	7	38178	Denise J Beaston	3,398.03	
162	01/28/2025	Payroll	7	38179	Demetria Hall-Phillips	91.11	
163	01/28/2025	Payroll	7	38180	Lance Hunt	3,098.70	
164	01/28/2025	Payroll	7	38181	Chuck Lie	91.11	
165	01/28/2025	Payroll	7	38182	Florence D Martin	91.11	
166	01/28/2025	Payroll	7	38183	Richard D Norris	5,376.88	
167	01/28/2025	Payroll	7	38184	Lee Russell	91.11	
168	01/28/2025	Payroll	7	38185	Jordan Sears	91.11	
169	01/28/2025	Payroll	7	38186	Timothy M Shiers	3,533.93	
170	01/28/2025	Payroll	7	38187	Arthur Stowe	2,925.95	
171	01/28/2025	Payroll	7	38188	Lisa M Stowe	4,950.99	
172	01/28/2025	Payroll	7	38189	Steven Yarbrough	911.12	
173	01/28/2025	Payroll	7	38190	Vimly Benefit Solutions AWC Employee Ben.trust		Payroll amount for Myers incorrect
174	01/28/2025	Payroll	7	E38191	Coastal Community Bank	10,884.92	941 Deposit for Pay Cycle(s) 01/28/2025 - 01/28/2025
175	01/28/2025	Payroll	7	38192	Dept Of Retirement Systems	6,160.26	Pay Cycle(s) 01/28/2025 To 01/28/2025 - PERS 2
176	01/28/2025	Payroll	7	38193	MissionSquare	75.00	Pay Cycle(s) 01/28/2025 To 01/28/2025 - ICMA
177	01/28/2025	Payroll	7	38194	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 01/28/2025 To 01/28/2025 - WDS PLAN D; Pay Cycle(s) 01/28/2025 To 01/28/2025 - Basic Life; Pay Cycle(s) 01/28/2025 To 01/28/2025 - HealthFirst; Pay Cycle(s) 01/28/2025 To 01/28/2025 - VSP
188	02/04/2025	Claims	7	38195	Atwell, LLC	19,126.50	Orchard
189	02/04/2025	Claims	7	38196	Consolidated Supply Co.	2,112.28	
190	02/04/2025	Claims	7	38197	One.7, Inc.	546.81	
191	02/04/2025	Claims	7	38198	Puget Sound Clean Air Agency	1,684.00	Annual Fee
192	02/04/2025	Claims	7	38199	Puget Sound Energy	209.22	
193	02/04/2025	Claims	7	38200	Sno County District Court	112.39	
194	02/04/2025	Claims	7	38201	Sno County PUD	1,903.25	
195	02/04/2025	Claims	7	38202	Sno County Prosecuting Attorn	836.05	
196	02/04/2025	Claims	7	38203	Univar Solutions	1,127.74	
197	02/04/2025	Claims	7	38204	Verizon Wireless	262.73	
198	02/04/2025	Claims	7	38205	WA State Treasurer	175.91	
199	02/04/2025	Claims	7	38206	Waste Management	637.87	
200	02/04/2025	Claims	7	38207	Xerox Corporation		wrong vendor
201	02/04/2025	Claims	7	38208	Ziply Fiber	46.91	
202	02/04/2025	Claims	7	38209	Ziply Fiber	280.71	
203	02/04/2025	Claims	7	38210	Ziply Fiber	54.43	
204	02/04/2025	Claims	7	38211	Ziply Fiber	99.28	
205	02/04/2025	Claims	7	38212	Kelley Connect Co.	201.32	
		001 General Government				26,339.53	
		101 City Street				2,715.42	
		401 Water Operating				23,029.63	
		403 Water Capital Improvement				21,238.78	
		415 Stormwater Fund				10,412.54	
		633 Agency Fund				175.91	

CHECK REGISTER

City Of Gold Bar

Time: 09:46:28 Date: 01/29/2025

01/22/2025 To: 02/04/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						Claims:	29,417.40
						83,911.81 Payroll:	54,494.41

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, February 18, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. CONTRACT FOR ANIMAL CONTROL SERVICES – Discussion and Action			
NEW BUSINESS			
1. RESOLUTION #25-05, SUPPORT FOR AVIATION FUNDING – Discussion and Action			
2. AMENDMENT TO LAW ENFORCEMENT INTERLOCAL – Discussion and Action			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		February 4, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38213 - 38238	\$26,569.34	\$1,200.00	\$27,769.34
ADJOURNMENT			

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

THIS INTERGOVERNMENTAL SERVICES AGREEMENT FOR ANIMAL CONTROL TRANSPORT SERVICES (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** The City wishes to retain and perform all of the functions necessary to provide the City’s animal control services except for animal transport services to the Everett Animal Shelter; and,
- E.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide to the City the Animal Control Transport Services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be limited to the City of Gold Bar Animal Control Officer, the Mayor of Gold Bar, the Gold Bar Region Sheriff Deputies, City of Gold Bar City Clerk and/or City of Gold Bar City Administrator.
- c. Animal Control Transport Services shall include pick up and transport of dogs from a single pre-determined site maintained by the City, not at a private residence, to the Everett Animal Shelter.
- d. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall continue to provide all other aspects of the City's animal control functions to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on mutual execution by the parties, and continuing through December 31, 2025, unless terminated sooner as provided herein.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of payment to the County for Animal Control Transport Services for 2025 shall be:
 - i. 8:00 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A fee of \$172.57 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service based on mileage, hourly wage and benefits.
- b. The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be sent within ten (10) days after the last day of the previous month and include a report of all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise stipulated, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or

transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Gold Bar for police services or other services.
- d. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
- e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly

understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- f. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

- a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

- b. Legal Requirements

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

- c. No Third Party Beneficiary

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

d. Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF GOLD BAR

BY: _____

Steve Yarbrough, Mayor

DATE: _____

APPROVED AS TO FORM:

DATE: _____

_____, City Attorney

SNOHOMISH COUNTY

BY: _____

Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell, Snohomish County Auditor

DATE: _____

APPROVED AS TO FORM:

Witenberg, Alex Digitally signed by Witenberg, Alex
Date: 2025.01.16 08:53:44 -08'00'

Deputy Prosecuting Attorney

DATE: _____

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-05**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON IN SUPPORT OF ESTABLISHING A
STATE FUNDING SOURCE TO SUPPORT THE AVIATION UNITS SUPPORTING WASHINGTON
LAW ENFORCEMENT AND SEARCH AND RESCUE UNITS**

WHEREAS, King, Snohomish, Chelan, and Spokane Counties operate significant aviation units that provide statewide support for search and rescue missions, disaster relief, and other law enforcement purposes, including missing persons searches; and

WHEREAS, these aviation units offer critical services within their jurisdictions and to agencies across the state, yet the financial responsibility for operating these units falls solely on the operating agencies and their tax bases; and

WHEREAS, there is significantly higher demand for air support than can currently be provided, with funding identified as a major underlying issue affecting pilot availability, training, and maintenance resources; and

WHEREAS, counties have natural resource attractions that draw outdoor adventurers from throughout the state and world, which leads to a disproportionate amount of search and rescue costs at the local level; and

WHEREAS, increased funding would ensure proper maintenance, operation, and potential expansion of these aviation units, thereby enhancing their ability to provide robust responses across Washington for law enforcement and search and rescue purposes; and

WHEREAS, members of the Washington Association of Sheriffs and Police Chiefs (WASPC) from agencies without aviation units expressed their reliance on, and desire for, increased support from existing aviation units rather than establishing their own units; and

WHEREAS, a minimum of \$2.4 million in annual funds has been proposed to meet existing needs, with a conceptual solution of establishing a \$10 million annual funding source to be allocated based on need and priority to maintain and expand aviation unit availability and responsiveness;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar:

1. The City of Gold Bar Council supports the establishment of a state funding source to support the aviation units that provide critical services for law enforcement and search and rescue missions across Washington State.
2. The City of Gold Bar Council urges the Washington State Legislature to allocate a minimum of \$10 million annually to be distributed among agencies operating aviation units, according to need and priority, to ensure the continued maintenance, operation, and expansion of these essential services.
3. The City of Gold Bar Council directs the City Clerk to forward copies of this resolution to the Governor of Washington, the Washington State Legislature, and the Washington Association of Sheriffs and Police Chiefs (WASPC).

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

Question: If state funding isn't provided, are these agencies still required to provide these services free of charge to other jurisdictions? Or is it subject to available funding?

Answer: This is what we are currently doing and why it's important to get this funding. We receive federal funding through UASI on some of the major helicopter upgrades and equipment which puts us into the realm of 'regional asset.' If we are not available or on another mission, we let the State EOC know, and they find another resource. The primary Air Support assets in the Puget Sound region are Snohomish, King County Sheriff and U.S. Navy. The Navy will only respond if SCSO and King County are not available. We don't bill other agencies for this service. Chelan County will sometimes provide fuel for our helicopter missions.

Question: If the providing jurisdiction has their own incident arise at the same time they are getting a request from another jurisdiction, who takes precedence? Can you call your team back to your county mid mission if you have your own incident arise?

Answer: We'll always complete a mission if we can, so if we're assisting Chelan County and a mission occurs in Snohomish County, we'll finish Chelan and then respond to Snohomish County. We do prioritize based on severity of injury. We have medical staff that help us make this decision when multiple requests come in at the same time. We also have the option of calling King County or U.S. Navy if needed.

Question: Is the substantive difference between section 3 and 4:

- Section 3 – eligible units automatically get a portion of the \$5M
- Section 4 – eligible units are able to apply for reimbursement of any addition search and rescue costs (excluding depreciation and training)

Answer: Half of the state funding would just go to the four agencies up front, simply for providing air support services. This could be used for any aviation need, including aircraft acquisition (and could be rolled over internally). The second half would be for reimbursement of any SAR related expenses. That could include maintenance, fuel, crews, SAR training, mountain flying classes, hoist operations, night vision goggle quals, etc.

NEW SECTION. **Sec 1.** A NEW SECTION is added to Chapter 38.52 RCW to read as follows:

(1) Subject to the amounts appropriated for this specific purpose, the department shall develop and implement a law enforcement aviation support grant program for the purpose of providing financial assistance to law enforcement aviation support units.

(2) The department shall utilize a statewide association of law enforcement executives to identify and recognize local law enforcement rotary-wing aviation support units that offer aviation support to any jurisdiction in the state reachable by their aviation support unit whenever an aircraft is available, without any financial obligation on behalf of the requesting jurisdiction. For purposes of this section, refueling is not considered a financial obligation.

(3) The department shall equally distribute fifty percent of the amounts appropriated for this program each fiscal year to local law enforcement rotary-wing aviation support units recognized pursuant to subsection (2) of this section. Funding provided pursuant to this subsection must be used to maintain and operate rotary-wing aviation support units, including but not limited to pilot and crew costs, aircraft maintenance, upgrades, and acquisition, insurance, fuel, training, and any other reasonable and necessary expense associated with operating an aviation support unit.

(4) Of the amounts remaining each fiscal year, the department must make available for local law enforcement rotary-wing aviation support units recognized pursuant to subsection (2) of this section to submit and be reimbursement for all costs associated with search and rescue missions or search and rescue training missions conducted by the unit, regardless of where the search and rescue mission took place. Reimbursable costs include, but are not limited to, fuel costs, maintenance costs, pilot and crew costs. Depreciation costs are not reimbursable expenses under this subsection.

(5) Any amounts remaining at the conclusion of each fiscal year, after local law enforcement rotary-wing aviation support units recognized pursuant to subsection (2) have had reasonable opportunity to submit any allowable unreimbursed search and rescue mission costs, must be awarded to the aviation section of the Washington state patrol.

(6) Funds awarded pursuant to this section must be used to supplement, not supplant, existing local funding for aviation support units.

Sec 2. RCW 76.04.194 and 2023 c 457 s 3 are each amended to read as follows:

(1) Subject to the availability of amounts appropriated for this specific purpose, the department must use suppression funding to assist local fire departments and sheriff's offices with aerial fire response capabilities during the critical initial attack phase of fighting a wildland fire.

(2) The department must use suppression funding to assist local fire departments and sheriff's offices with initial attacks that meet the following requirements:

DRAFT

(a) The local fire department or sheriff's office must have entered into a response agreement with the department;

(b) The local fire department or sheriff's office must provide documentation to the department that personnel have received training regarding the use of aviation assets in initial attack and criteria to use for determining when to call for aviation assets;

(c) The aviation assets used in initial attack must:

(i) in the case of local fire departments, come from a list of private contractors approved by the department on exclusive use or call-when-needed agreements based upon the annual review of aviation response and aviation needs required in RCW 76.04.192(2);

(ii) in the case of Sheriff's offices, be owned or leased by the Sheriff's office;

(d) Local fire departments and sheriff's offices must make direct requests to the appropriate coordination center, including the central Washington interagency coordination center, the northeast Washington interagency coordination center, the Blue Mountain interagency coordination center, or the department of natural resources coordination center, in order to ensure the safe coordination of all aircraft; and

(e) Upon receiving a request for aviation assets under this section, the coordinating agency must notify the director of fire protection or that individual's designee to ensure operational knowledge of a potential future request to invoke the fire service mobilization plan under RCW 43.43.960.

Sec 3. RCW 76.04.192 and 2023 c 457 s 2 are each amended to read as follows:

(1) The department shall prepare and submit, consistent with RCW 43.01.036, an appendix on aviation usage by local fire departments and sheriff's offices for initial attack as a part of its annual wildfire report to the standing committees of the legislature with jurisdiction over wildland firefighting. The department shall submit the report by December 1st of each year. The report must address, at a minimum, the following topics:

(a) The dollar value of funding utilized by local fire departments and sheriff's offices for initial attack aviation during the year;

(b) The specific local fire departments and sheriff's offices that utilized this funding during the year;

(c) The wildland fires on which suppression funding was utilized to provide local fire departments and sheriff's offices initial attack aviation resources during the year, including names, locations, and sizes of fires, and amount of funding utilized on each of the fires; and

(d) A review of lessons learned related to aviation use by local fire departments and sheriff's offices for initial attack based on the preceding fire season, along with recommendations for future improvements to the wildland fire response process based on the lessons learned.

(2) The department shall consult with the state fire defense committee, fire service representatives, and the state fire marshal's office annually to review aviation program performance and determine aviation needs for the following fire year.

Sec. 4. 2023 c 457 s 1 is amended to read as follows:

(1) Local and tribal fire departments and sheriff's offices in the state of Washington serve as frontline responders to wildland fires. The fire chief of each local fire department with jurisdiction over wildland fires, and each sheriff's office, is tasked with making rapid decisions, especially during the summer months when weather conditions can cause fires to rapidly enlarge. Flashy fuels, especially during times of low humidity, can be ignited by a single spark and erupt into a rapidly moving incident that can quickly destroy rangelands, ripe dryland crops, and timberlands.

(2) Local fire departments need immediate access to local aviation resources that are certified to, and some sheriff's offices have aircraft capable to, fly and drop fire retardants and water to suppress or extinguish wildland fires quickly. The use of aviation assets has proven to be a valuable tool to prevent many wildland fires from growing large and requiring the response of state mobilization and prevent the deployment of state and federal fire agencies and their mobilization partner agencies.

(3) Further, the strategic use of aviation assets in initial attack, or at times when conditions on the ground may warrant additional air support, can prevent fires from becoming uncontrollable. Local fire departments and sheriff's offices that use aviation assets on initial attack can prevent most fires from requiring a state mobilization. Providing financial assurances for local fire departments and sheriff's offices to deploy aviation assets will provide greater protection to our state's natural resources, air quality, and communities.

(4) The legislature intends to provide suppression funding to the department of natural resources to support local fire departments and sheriff's offices in the use of aviation resources certified and trained to operate in wildland fires and drop fire retardant or water to suppress or extinguish fires as an initial attack strategy. Deployment and air operations command will be conducted at the direction of trained air operations commanders.

(5) The legislature intends to authorize the department of natural resources to provide aviation resources to local fire departments and sheriff's offices statewide for use during the initial attack of wildland fires in order to provide assurance that local fire departments and sheriffs will have sufficient financial capacity to effectively control wildland fires throughout the length of the fire season. Having assurance that local fire departments and sheriff's offices can afford to use aircraft under conditions that would warrant their use and at the discretion of the local fire department chief or sheriff will incentivize the use of aircraft more quickly in order to rapidly suppress the fire and minimize damage to lands, resources, and structures, while protecting regional air quality.

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR
FOR LAW ENFORCEMENT SERVICES

This Amendment No. 1 to the Interlocal Agreement between Snohomish County and the City of Gold Bar for Law Enforcement Services (“Amendment No. 1”), is entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington, (the “City”).

WHEREAS, on December 8, 2023, the County and the City entered into an Interlocal Agreement for Law Enforcement Services (“Interlocal Agreement”). The Interlocal Agreement governs the law enforcement services the County provides to the City from January 1, 2024, to December 31, 2026; and

WHEREAS, the Parties desire to amend Addendum 1 2024-2026 Cost of Service.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Addendum 1 of the Interlocal Agreement, shall be removed and replaced with Amendment No. 1 Addendum 1, attached hereto and hereby incorporated by reference.
2. Except as expressly provided in this Amendment No. 1, all terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
3. This Amendment No. 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

City of Gold Bar:

Mayor

Approved as to Form:

City Attorney

Snohomish County:

County Executive

Approved as to Form:

Downs, Lyndsey
Digitally signed by Downs,
Lyndsey
Date: 2025.01.06 14:24:17 -08'00'
Deputy Prosecuting Attorney

GOLD BAR

2024-2026	FTE	2024	Prior Contract Cost	2024		2025		2026
Personnel	Count	FTE Cost	2023	Base Costs				
Sergeant Salary	1.0	\$ 143,719	\$ 135,934	\$ 143,719		\$ 150,905		\$ 158,450
Sergeant Benefits		\$ 42,093	\$ 36,682	\$ 42,093		\$ 44,837		\$ 47,143
Sergeant Overtime		\$ 26,767	\$ 6,838	\$ 26,767		\$ 28,105		\$ 29,511
Deputy Sheriff Salary	4.0	\$ 121,347	\$ 421,689	\$ 485,388		\$ 509,657		\$ 535,140
Deputy Sheriff Benefits		\$ 40,511	\$ 127,540	\$ 162,045		\$ 169,805		\$ 177,127
Deputy Sheriff Overtime		\$ 16,872	\$ 32,351	\$ 67,487		\$ 70,861		\$ 74,404
LESS 60 % COUNTY SHARE OF PERSONNEL			\$ (456,621)	\$ (556,499)		\$ (584,502)		\$ (613,065)
Targeted Enforcement: 32 Hours			\$ 2,864	\$ 3,051		\$ 3,203		\$ 3,299
Total FTEs	5.0							
Personnel Subtotal			\$ 307,278	\$ 374,050		\$ 392,871		\$ 412,009

Annual Operating Costs	Count	Unit Cost	2023	2024	2025 FTE Rate	2025	2026 FTE Rate	2026
Sergeant Vehicle Operating Cost	1	\$ 8,474	\$ 14,893	\$ 8,474	\$ 7,970	\$ 7,970	\$ 8,527	\$ 8,527
Deputy Vehicle Operating Cost	4	\$ 15,953	\$ 61,060	\$ 63,812	\$ 17,973	\$ 71,893	\$ 19,231	\$ 76,926
Cellular Phone Service	1	\$ 4,341	\$ 4,841	\$ 4,341		\$ 4,471		\$ 4,605
Indirect/Direct Costs**	5	\$ 16,340	\$ 72,464	\$ 81,698	\$ 19,005	\$ 95,025	\$ 19,005	\$ 95,025
Outside training	5	\$ 600	\$ 3,278	\$ 3,000		\$ 3,090		\$ 3,183
Contract Administration Services	5	\$ 821	\$ 3,521	\$ 4,107		\$ 4,312		\$ 4,528
Evidence Facility Services*	5	\$ 1,916	\$ 9,580	\$ 9,580		\$ 9,867		\$ 10,163
Records Mgmt Services	5	\$ 2,217	\$ 10,618	\$ 11,083		\$ 11,416		\$ 11,758
Training Unit / Range*	5	\$ 2,241	\$ 8,660	\$ 11,206		\$ 11,543		\$ 11,889
DIS/Phones/PC/Info Services	5	\$ 9,291	\$ 42,822	\$ 46,455	\$ 10,688	\$ 53,442	\$ 10,992	\$ 54,959
Operational Supplies	1	\$ 1,304	\$ 1,719	\$ 1,304		\$ 1,343		\$ 1,383
Copy Lease Maintenance	1	\$ 3,327	\$ 3,626	\$ 3,327		\$ 3,427		\$ 3,530
LESS 60 % COUNTY SHARE OF COSTS			\$ (142,249)	\$ (149,032)		\$ (166,680)		\$ (171,886)
Annual Operating Cost Subtotal			\$ 94,833	\$ 99,355		\$ 111,120	\$ 57,756	\$ 114,591

Credits and Direct Charges		2023	2024		2025		2026
Building Credit* (Addendum 2)***		\$ (5,670)	\$ (5,784)		\$ (5,900)		\$ (6,018)
City Office Manager Salary****		\$ (6,064)	\$ (6,246)		\$ (6,433)		\$ (6,626)
Radio Communications (Snohomish County 911)		\$ 31,765	\$ 30,900		\$ 31,827		\$ 32,782
Annual Operating Credits Subtotal		\$ 20,031	\$ 18,870		\$ 19,494		\$ 20,138

Yearly Total		\$ 422,142	\$ 492,275		\$ 523,485		\$ 546,737
Grant Total (2024-2026)							\$ 1,562,497

Notes:

Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal.

*Assessed only for commissioned personnel

**Indirect/Direct costs (SCC 10.60.040) includes County Premium, Workers Compensation, Unemployment Compensation and County Training Costs. 2025-2026 based on estimates provided by the budget office. Based on 3 year average (2021-2023) w/2024 being an estimate until Sno Co County Council adopts budget.

***600 square feet @ \$9.64/year = \$5,784 in 2024.

****Office Manager salary & benefits 2022: \$58,872

\$58,872 x .10 = \$5,887

\$5,887 x 1.03 (increase to 2023) = \$6,064

\$6,064 x 1.03 (increase to 2024) = \$6,246

Projected Inflation	2025	2026
Salaries	5%	5%
Benefits	6%	6%
Contract Administration	5%	5%
ER&R, Indirect/Direct and DIS	Varies	Varies
Other Expenses	3%	3%

2025 & 2026
Personnel: Currently no increases. DSA/SOMT agreement expires 3/31/25.
Fleet will see an increase of 7% in 2026.
Risk Mgmt / Indirect Costs will not increase in 2026.
DIS / Phones / PC / Info Services will see an increase of about 2.5% in 2026.

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, February 4th, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Martin, Lie and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris, and Office Manager Beaton. Councilmember Sears attended via Zoom. Councilmember Philips was absent.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough attended the Association of Washington City's Mayor Exchange in Olympia. He also attended a three-day Cyber Security Conference in Bellevue which was quite eye-opening, and we'll be doing some resilience planning, as it isn't if but when a cyber-attack happens.

Councilmember Lie inquired about the Tree Committee, Steve stated that they are currently scheduling their next meeting.

STAFF REPORT

Chief Whalen briefly reviewed calls for the month responding to 246, with an average of 27 per day and stated that they had increased traffic enforcement, with making 24 traffic stops for the month of January. Chief Whalen brief talked about Snohomish County 911 Communications and that they had implemented Real Time Intelligence and what the means. Chief Whalen briefly talked about Snohomish County's aviation program, and he would be more than happy to send out the information. Brief discussion ensued on various items.

Director Norris gave a brief update on Gunn Road. Director Norris stated that there had been two inquiries on ADUs within the city and briefly discussed what the process would look like. He went on to talk about the ice melt spreader and how great it worked on 415th Avenue, May Creek Road and the intersection of 10th and Lewis Street and that we have acquired a new component for our small tracker that will allow us to spread ice melt down the sidewalks when needed.

Director Norris stated that WASHDOT is forming what they call a joint operations group and has invited Gold Bar to participate. The group is for jurisdictions along Hwy2 monthly to talk about transportation needs and maintenance issues along the highway. Brief discussion ensued.

Councilmember Lie inquired about building codes for wildfires and if there is mapping, also fire insurance rates. Brief discussion ensued.

Councilmember Lie inquired about the issues out on 19th Street. Brief discussion ensued. Councilmember Lie also inquired about the wall that is going up on May Creek Road and talked about where the funding is coming from. Brief discussion ensued.

COUNCIL COMMENTS

Councilmember Lie briefly talked about doing jury duty and missing the SAT meeting. At the SAT Meeting they discussed reforming Snohomish County Tomorrow and talked about housing, transportation and urban housing and how it affects Gold Bar.

Councilmember Martin thanked Chief Whalen and was happy to hear his position on ICE involvement. She then reminded everyone that Friday is the recreation meeting at 10am at Sultan city hall.

CITIZEN COMMENTS – None

PUBLIC HEARING

Mayor Yarbrough called the public hearing to order at 7:32 pm with an applicable agenda including the Fee Schedule Amendment. He briefly reviewed the public hearing process.

Resolution 25-04 relating to the Fee Schedule. Brief discussion ensued. A motion was made by Councilmember Russell with a second by Councilmember Martin, the motion carried.

Councilmember Sears then moved to adjourn the public hearing and with a second by Councilmember Russell, the motion carried. The public hearing was adjourned, and the normal agenda returned to at 7:37 pm.

CONTINUED BUSINESS –

Resolution #25-03, Amending Personnel Manual. Director Norris gave a brief update on the change that was made since the first time it was presented. Councilmember Russel moved to approve Resolution #25-03 relating to the Amendment of the Personnel Manual, and with a second by Councilmember Martin, the motion carried.

NEW BUSINESS

Atwell Agreement. Director Norris briefly talked about the agreement and what it would pertain to. Brief discussion ensued. Councilmember Russell moved to approve with a second by Councilmember Martin, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Martin reminded everyone of the Citizen-of-the-year awards happening on Friday at the Startup Event Center at 5pm.

MINUTES APPROVAL

Councilmember Russell moved to approve January 21st, 2025, minutes as presented and with a second by both Councilmembers Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38177 through 38212 with \$29,4117.40 for claims and \$54,494.41 for payroll and taxes, for a grand total of \$83,911.81 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmembers Russell moved to adjourn the meeting and with a second by Councilmember Martin, the motion carried, and the meeting was adjourned at 7:48 pm.

Steve Yarbrough, Mayor

Denise Beaston, Office Manager

CHECK REGISTER

City Of Gold Bar

Time: 12:02:56 Date: 02/13/2025

02/05/2025 To: 02/18/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
256	02/11/2025	Payroll	7	38213	Richard L Baker	200.00	
257	02/11/2025	Payroll	7	38214	Denise J Beaston	800.00	
258	02/11/2025	Payroll	7	38215	Timothy M Shiers	200.00	
264	02/18/2025	Claims	7	38216	AM Test, Inc.	60.00	
265	02/18/2025	Claims	7	38217	Barmon Lumber	87.24	
266	02/18/2025	Claims	7	38218	City Of Gold Bar	615.35	
267	02/18/2025	Claims	7	38219	Comcast Business	333.35	
268	02/18/2025	Claims	7	38220	Department Of Health	1,329.85	Annual
269	02/18/2025	Claims	7	38221	Dept Of Corrections	299.54	
270	02/18/2025	Claims	7	E38222	Dept Of Revenue-Excise Tax	1,982.72	
271	02/18/2025	Claims	7	38223	Lowe's Business Account	166.06	
272	02/18/2025	Claims	7	38224	National Barricade Co. LLC	893.63	
273	02/18/2025	Claims	7	38225	O'Reilly Automotive, INC	251.75	
274	02/18/2025	Claims	7	38226	Sno County PUD	1,434.77	
275	02/18/2025	Claims	7	38227	Sno County Planning	112.00	
276	02/18/2025	Claims	7	38228	Sno County Planning	632.00	Sno. Co. Tomorrow Dues
277	02/18/2025	Claims	7	38229	Sound Publishing	24.08	
278	02/18/2025	Claims	7	38230	Utilities Underground	10.92	
279	02/18/2025	Claims	7	38231	WA State Treasurer	220.60	
280	02/18/2025	Claims	7	38232	Ziplay Fiber	54.44	
281	02/18/2025	Claims	7	38233	Ziplay Fiber	267.86	
282	02/18/2025	Claims	7	38234	Ziplay Fiber	34.91	
307	02/18/2025	Claims	7	38235	Amazon Capital Services	976.62	
308	02/18/2025	Claims	7	38236	Citi Cards	2,128.02	
309	02/18/2025	Claims	7	38237	Sky Valley Excavation & Rockeries	14,564.85	
310	02/18/2025	Claims	7	38238	Xerox Corporation	88.78	
001 General Government						4,084.48	
101 City Street						2,659.17	
103 Park Impact Fee Fund						65.45	
104 Street Impact Fee Fund						13,964.80	
301 Capital Projects Fund						152.19	
401 Water Operating						5,708.17	
415 Stormwater Fund						914.48	
633 Agency Fund						220.60	
						Claims:	26,569.34
						27,769.34 Payroll:	1,200.00

Agenda

CITY OF GOLD BAR COUNCIL MEETING

Tuesday, March 4, 2025

7:00 PM
CITY HALL

CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA APPROVAL

MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS

CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)

CONTINUED BUSINESS - none

NEW BUSINESS

1. IMPACT FUNDS – DISCUSSION

FINAL COUNCIL COMMENTS

MINUTES APPROVAL

February 18, 2025

VOUCHER APPROVAL

CHECKS

38239 - 38273

CLAIMS

\$26,251.60

PAYROLL & TAXES

\$53,314.99

TOTAL

\$79,566.59

ADJOURNMENT

To: Council

From: Clerk/Treasurer

Re: Staff Report on paying specific bills and motion freezing spending

At the last council meeting, the council moved to freeze impact fund spending. At the time I said I was concerned about the process, would research it, and report back to the council. Also included in the meeting was discussion around a specific bill and the obligation to pay that bill. Further discussion about the specific public works project will be discussed by Rich and not in this staff report.

As a reminder, the council approves a budget at the fund level, not at the individual BARS line items, and not at the level of individual expenditures. The council sets policy. As an example, approving expenditures at the contract level, but not at the individual tasks within that contract. Staff, on the other hand, administer those policies. Actual expenditures are approved by the mayor, the treasurer, and the supervisor. Expenditures are reviewed by the finance committee to make sure each expense has the appropriate documentation.

The above information is background relating to the payment of the bill for work done placing ecology blocks. The bill has to be paid, and was paid. A vendor cannot have payment of services rendered in good faith withheld because of BARS codes used or because someone may not personally approve of the work that was done. In order to not pay a bill, there must be just cause as in sub-par work, breach of contract, etc. In the case of the ecology blocks on May Creek Road, the project was part of the budget process, the work was done as requested by the city, and the vendor paid. This does not mean individual councilmembers cannot voice opinions on payment, or vote against it, but the bill must be paid. As I mentioned during the meeting, I can adjust the BARS and fund that a payment comes out of at any time.

Municipal Research Services confirmed that the motion freezing spending was not the correct process. Because the budget has been approved and spending in the impact funds already appropriated, to decrease, revoke, or recall all or any portion of the total appropriations provided for any one fund, an ordinance must be utilized. That ordinance must be approved by a super-majority, meaning one more vote over a normal majority.

Regarding the actual motion, if the council wishes to retain the motion, the city must seek legal counsel to make sure the motion was passed correctly and if it will accomplish what the council wants. If so, after legal advice, the city will have to go through the ordinance process to amend the budget removing expenditures from the requested funds. It must be clearly understood that this action will not impact the bill already paid. It only impacts future spending.

This leaves three options for the council:

- Keep the motion in place and seek legal counsel, then follow the ordinance process amending the budget to remove expenditures from the specific funds
- Rescind the motion, seek legal counsel, and start the ordinance process amending the budget
- Rescind the motion and allow the expenditures to continue as budgeted

Thank you for your time,
Lisa Stowe

Park Impact Fee Fund

Status Date

2/27/25

							Estimated 2025 Ending Balance
	BARS	Name		2025 Beginning Fund Balance	2025 Approved Budget	Total Revenue	
Income							
103	345.85.00	Park Impct Fee	\$	89,821.33	\$ 7,748.00	\$ 97,569.33	\$ 67,569.33
		<i>Revision based on permits yet to be approved:</i>	\$		<i>23,244.00</i>	<i>\$ 113,065.33</i>	<i>\$ 83,065.33</i>
Expenditures							
	594.76.64	Park Equip		\$	30,000.00		Proposed Projects Picnic tables, Park equipment, etc.
				Expenditures to Date	\$	2,180.29	

Street Impact Fee Fund

Status Date

2/27/25

							Estimated 2025 Ending Balance
	BARS	Name		2025 Beginning Fund Balance	2025 Approved Budget	Total Revenue	
Income							
104	345.85.00	Street Impact	\$	59,575.00	\$ 3,000.00	\$ 62,575.00	\$ 7,575.00
		<i>Revision based on permits yet to be approved:</i>	\$		<i>18,000.00</i>	<i>\$ 77,575.00</i>	<i>\$ 22,575.00</i>
Expenditures							
	595.30.63	St & Sidewlk		\$	55,000.00		Proposed Projects wall, thermal
				Expenditures to Date	\$	16,681.00	

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, February 18, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie and Martin. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Councilmembers Russell and Sears attended via Zoom, as did Office Manager Beaton. Councilmember Phillips' absence was previously excused.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough reviewed several meetings he attended, including the Department of Emergency Management, Snohomish County Health District, a transportation meeting, and a meeting for updates on the opioid treatment van. There was discussion around drain fields and septic tanks, health department enforcement, ownership of mobile home parks, a citizen community award given to Brian Nelson, and emergency management maps.

STAFF REPORT

Chief Whalen talked about trooper staffing, county helicopters, and aviation unit hours.

Director Norris had no staff report but Councilmember Lie had questions about ecology blocks recently installed on May Creek Road.

Clerk Stowe asked those councilmembers who had not yet turned in their acknowledgement forms to do so.

COUNCIL COMMENTS

Councilmember Sears talked about mobile home parks and the need for affordable housing.

Councilmember Lie talked about ATVs and the mobile home park. He then made a motion to freeze all spending of impact fees. With a second by Councilmember Sears, the motion carried with Councilmember Martin abstaining. Clerk Stowe had concerns about the motion and reminded the council that the freeze takes place upon approval of the motion and does not impact costs incurred prior to the motion.

Councilmember Martin talked about the community award ceremony, her concerns about the mobile home park, the need to protect affordable housing, and a recreation meeting she attended.

Councilmember Russell also spoke about affordable housing and the risks of hiking in the snow.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Contract for Animal Control. This interlocal was approved previously but Snohomish County changed the format to an intergovernmental contract. Councilmember Sears moved to authorize the mayor to sign the intergovernmental contract and with a second by Councilmember Russell, the motion carried.

NEW BUSINESS

Resolution #25-05 Support for Aviation Funding. Councilmember Sears moved to accept the resolution as presented and with a second by Councilmember Russell, the motion carried.

Amendment to Law Enforcement Interlocal. This amendment makes official the costs represented in the previously approved contract. Councilmember Sears moved to authorize the mayor to approve the amendment and with a second by Councilmember Russell, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie talked about inspections of drain fields and septic tanks relating to building permits and as-builts, city bills, impact fees, and spending on the ecology blocks. He stated that he did not sign the check register. Clerk Stowe reminded him that there must be a legitimate reason not to pay a vendor and that the vendor did the work in good faith. She said the allocation can be changed at any time. Councilmember Sears moved to put impact fees on the agenda for the next meeting and with a second by Councilmember Russell, the motion carried.

MINUTES APPROVAL

Councilmember Sears moved to approve the February 4th, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38213 through 38238 with \$26,569.34 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$27,769.34 and with a second by Councilmember Sears, the motion carried with Councilmember Lie opposed.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried, and the meeting was adjourned at 7:30 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
366	02/25/2025	Payroll	7	EFT	Coastal Community Bank	10,617.24	941 Deposit for Pay Cycle(s) 02/25/2025 - 02/25/2025
329	02/20/2025	Claims	7	38239	Steven Yarbrough	121.63	Mayor Training Reimbursement
350	02/25/2025	Payroll	7	38240	Richard L Baker	4,512.23	
351	02/25/2025	Payroll	7	38241	Denise J Beaston	3,398.03	
352	02/25/2025	Payroll	7	38242	Demetria Hall-Phillips	91.11	
353	02/25/2025	Payroll	7	38243	Lance Hunt	2,948.41	
354	02/25/2025	Payroll	7	38244	Chuck Lie	91.11	
355	02/25/2025	Payroll	7	38245	Florence D Martin	91.11	
356	02/25/2025	Payroll	7	38246	Richard D Norris	5,376.88	
357	02/25/2025	Payroll	7	38247	Lee Russell	91.11	
358	02/25/2025	Payroll	7	38248	Jordan Sears	91.11	
359	02/25/2025	Payroll	7	38249	Timothy M Shiers	3,565.76	
360	02/25/2025	Payroll	7	38250	Arthur Stowe	2,404.90	
361	02/25/2025	Payroll	7	38251	Lisa M Stowe	4,950.99	
362	02/25/2025	Payroll	7	38252	Steven Yarbrough	911.12	
365	02/25/2025	Payroll	7	38253	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 02/25/2025 To 02/25/2025 - WDS PLAN D; Pay Cycle(s) 02/25/2025 To 02/25/2025 - Basic Life; Pay Cycle(s) 02/25/2025 To 02/25/2025 - HealthFirst; Pay Cycle(s) 02/25/2025 To 02/25/2025 - VSP
369	02/25/2025	Claims	7	38254	Coastal Community Bank		check should have been EFT
367	02/25/2025	Payroll	7	38255	Dept Of Retirement Systems	6,002.33	Pay Cycle(s) 02/25/2025 To 02/25/2025 - PERS 2
368	02/25/2025	Payroll	7	38256	MissionSquare	75.00	Pay Cycle(s) 02/25/2025 To 02/25/2025 - ICMA
371	03/04/2025	Claims	7	38257	Atwell, LLC	15,788.75	Orchard
372	03/04/2025	Claims	7	38258	Kelley Connect Co.	201.32	
373	03/04/2025	Claims	7	38259	Charles H Myers	370.00	January And February 2025
374	03/04/2025	Claims	7	38260	Platt	974.24	
375	03/04/2025	Claims	7	38261	Puget Sound Energy	278.10	
376	03/04/2025	Claims	7	38262	Don Schmitz	173.56	
377	03/04/2025	Claims	7	38263	Sno County Auditor	3,117.49	Annual Voter Registration
378	03/04/2025	Claims	7	38264	Sno County District Court	114.05	
379	03/04/2025	Claims	7	38265	Sno County Human Svcs	160.77	
380	03/04/2025	Claims	7	38266	Sno County PUD	2,671.08	
381	03/04/2025	Claims	7	38267	Sno County Public Works Solid Waste	325.00	
382	03/04/2025	Claims	7	38268	Verizon Wireless	262.73	
383	03/04/2025	Claims	7	38269	WA State Treasurer	288.41	
384	03/04/2025	Claims	7	38270	Ziply Fiber	99.03	
392	03/04/2025	Claims	7	38271	Amazon Capital Services	1,010.07	
393	03/04/2025	Claims	7	38272	Core & Main LP	255.73	
394	03/04/2025	Claims	7	38273	Sno County PUD	39.64	
		001 General Government				27,690.12	
		101 City Street				2,595.88	
		401 Water Operating				22,657.56	
		403 Water Capital Improvement				16,762.99	
		415 Stormwater Fund				9,571.63	
		633 Agency Fund				288.41	

CHECK REGISTER

City Of Gold Bar

Time: 09:09:01 Date: 02/27/2025

02/19/2025 To: 03/04/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						79,566.59	Claims: 26,251.60 Payroll: 53,314.99

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, March 18, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS			
1.WATER SYSTEM GOALS - DISCUSSION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		March 4, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38274 - 38303	\$44,170.67	\$1,200.00	\$45,370.67
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, March 4, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Office Manager Beaston attended via Zoom. Councilmember Lie moved to excuse Councilmember Phillip's absence and with a second by Councilmember Russell, the motion carried. Councilmember Martin moved to excuse Councilmember Sears's absence and with a second by Councilmember Russell, the motion carried.

AGENDA APPROVAL

Councilmember Lie moved to adopt the agenda as amended to add discussion on House Bill 1443 and Senate Bill 5232 and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough met with the Tree Board and there will be an Arbor Day celebration on April 25th in Gold Bar. Red Cedar seedlings will be handed out. Councilmember Lie asked how expenses were paid for and they will come out of the general fund.

STAFF REPORT

Chief Whalen talked about calls for service in February, traffic enforcement, a call involving a K9 unit, an ongoing investigation into a stolen bike, and an active investigation into a burglary on city property. He also said there is a new criminal justice training center that will provide local training. He reminded people to be mindful of safety while hiking this time of year and to be prepared. Councilmember Lie asked about law enforcement for the forest service. Chief Whalen is monitoring that situation.

Director Norris thanked the resident who saw water and reported it, allowing staff to repair a leak. He spoke briefly about the engineer report for the ecology block fence and that the report should be ready for the council at the next meeting. Councilmember Lie asked when recreational vehicles would be moved. Director Norris said they do not have to be moved as no one is living in them.

Councilmember Russell asked for clarification that the ecology blocks were not a retaining wall, which they are not. He then asked if the engineers would have suggestions how to make the fence a retaining wall if needed, which they will.

Councilmember Martin asked Director Norris how much it cost to find this out from the engineers and Director Norris said \$4,000.

Office Manager Beaston will be sending out bills. She reminded people to call city hall if they saw dogs running loose. Councilmember Lie asked if she was the one who picked up a dog recently and she was. He then spoke briefly about reimbursements for using personal vehicles.

COUNCIL COMMENTS

Councilmember Lie talked about ATVs in Sultan, the Snohomish County Tomorrow meeting about economic development, federal grants, and a Department of Emergency Management presentation. He said that anyone attending meetings should report back to the council.

Councilmember Martin wished everyone a happy Mardi-gras.

Councilmember Russell talked about the risks of hiking this time of year.

CITIZEN COMMENTS

Emily Ellson spoke about a native growth protection area that has debris that needs to be cleaned.

CONTINUED BUSINESS - none

NEW BUSINESS

Impact Funds. After review of Clerk Stowe's staff report on the action taken by the council at the last meeting, Councilmember Lie moved to rescind the previous motion freezing impact fund spending and to allow the budget to continue and with a second by Councilmember Russell, the motion carried.

The motion was followed by discussion around impact funds, revenue, potential projects, proposed park improvements, proposed sidewalk improvements, and the expiration date that revenue needs to be used by.

Councilmember Lie said he wants staff to respect citizens, that there may not be a chance again to get impact funds, and asked if there was anything that could be done to make sure the council gets the information they need. He also said he did not trust the city hall and did not like the budget process.

Clerk Stowe reminded the council that they are regularly invited to review the budget and be involved in the process throughout the months that the budget is worked on.

Councilmember Russell brought up the possibility of using park impact revenue for the skatepark that had been previously proposed and there was brief discussion around that.

Councilmember Martin said she does have trust in the city hall and she felt the city had knowledgeable and competent staff.

Director Norris said anyone could come in and see what staff do at any time.

Mayor Yarbrough brought the discussion back to impact funds and talked about potential locations for park equipment and the need to look again at costs for a skatepark.

This was followed by discussion about the recent installation of ecology blocks, that they are not correcting a deficiency, that they are not a retaining wall, and that the recent engineer report will come before the council.

House and Senate Bill Legislation. There was discussion around the two bills before the House and Senate and what their ramifications could be if passed. Councilmember Lie encouraged the council to keep track of legislation and Mayor Yarbrough said not to hesitate to contact representatives.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie asked for an update on a house on 19th Street and Office Manager Beaton gave him an update.

Councilmember Russell talked about impact fees, recreational vehicles, developers and development in the community interest, and that he has never had a complaint, or any issues, with city staff. He also said it is the council's responsibility to be more involved.

MINUTES APPROVAL

Councilmember Martin moved to approve the February 18th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38239 through 38273 with \$26,251.60 for claims and \$53,314.99 for payroll and taxes, for a grand total of \$79,566.59 and with a second by Councilmember Russell, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Martin, the motion carried, and the meeting was adjourned at 7:59 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 09:00:28 Date: 03/12/2025

03/05/2025 To: 03/18/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
428	03/05/2025	Claims	7	38274	AWC	125.00	Mayors Exchange
429	03/05/2025	Claims	7	38275	Doolittle Construction	3,105.25	Seal Coat Retainage
463	03/11/2025	Payroll	7	38276	Richard L Baker	200.00	
464	03/11/2025	Payroll	7	38277	Denise J Beaston	800.00	
465	03/11/2025	Payroll	7	38278	Timothy M Shiers	200.00	
466	03/11/2025	Claims	7	38279	Citi Cards	3,723.81	
473	03/18/2025	Claims	7	38280	A&H Well Services, LLC	26,028.00	
474	03/18/2025	Claims	7	38281	AM Test, Inc.	60.00	
475	03/18/2025	Claims	7	38282	Amazon Capital Services	21.58	
476	03/18/2025	Claims	7	38283	Barmon Lumber	51.49	
477	03/18/2025	Claims	7	38284	Dept. of Labor & Industry Boiler, Pressure Section	63.60	
478	03/18/2025	Claims	7	38285	City Of Gold Bar	634.63	
479	03/18/2025	Claims	7	38286	Comcast Business	333.35	
480	03/18/2025	Claims	7	38287	Daily Journal Of Commerce	874.50	Orchard
481	03/18/2025	Claims	7	38288	Dept Of Corrections	285.48	
482	03/18/2025	Claims	7	E38289	Dept Of Revenue-Excise Tax	2,053.77	
483	03/18/2025	Claims	7	38290	Diamond Maps	360.00	Annual Fee
484	03/18/2025	Claims	7	38291	Elite Lock & Safe	595.14	
485	03/18/2025	Claims	7	38292	Gold Bar Geek	531.86	
486	03/18/2025	Claims	7	38293	Kelley Create	263.48	
487	03/18/2025	Claims	7	38294	O'Reilly Automotive, INC	184.10	
488	03/18/2025	Claims	7	38295	Sky Valley Chamber	120.00	
489	03/18/2025	Claims	7	38296	Sno County PUD	1,468.87	
490	03/18/2025	Claims	7	38297	Sno County Sheriff's Office	352.04	
491	03/18/2025	Claims	7	38298	Utilities Underground	9.45	
492	03/18/2025	Claims	7	38299	WA State Treasurer	373.56	
493	03/18/2025	Claims	7	38300	Waste Management	637.41	
494	03/18/2025	Claims	7	38301	West Coast Code Consultants, Inc.	1,588.62	Fall View
495	03/18/2025	Claims	7	38302	Ziply Fiber	57.82	
496	03/18/2025	Claims	7	38303	Ziply Fiber	267.86	
001 General Government						6,363.25	
101 City Street						1,766.53	
301 Capital Projects Fund						3,105.25	
401 Water Operating						31,613.54	
403 Water Capital Improvement						874.50	
415 Stormwater Fund						1,274.04	
633 Agency Fund						373.56	
						Claims:	44,170.67
						45,370.67 Payroll:	1,200.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, April 1, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS - none			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		March 18, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38304 - 38342	\$9,910.52	\$56,551.71	\$66,462.23
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, March 18, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, and Sears. Staff members present in person were Public Works Director Norris and Clerk Stowe. Office Manager Beaston attended via Zoom, as did Councilmembers Russell and Phillips.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough talked about Alpine Meadows ownership and an upcoming planning meeting for Gold Dust Days on June 26th.

STAFF REPORT

Director Norris updated the council on the Fall View project and then reviewed the engineer report on ecology blocks. Councilmember Lie asked about Fall View timelines and plat approvals. He also asked about the engineer that did the report, which was the same engineer the city utilizes on other projects. Councilmember Russell also talked about the ecology blocks and that a retaining wall would not keep debris off the road.

Office Manager Beaston reminded councilmembers to check their junk email boxes and to encourage people with issues to contact city hall for faster responses.

COUNCIL COMMENTS

Councilmember Sears apologized for missing the last meeting and thanked councilmembers for excusing his absence.

Councilmember Lie talked about Alpine Meadows, the need to update municipal codes, Snohomish County Tomorrow, people running stop signs, and ATV usage.

Councilmember Russell talked about garbage on federal land, snow levels, water usage during the summer, the police presence in the city, cuts in veteran care, and concerns about policing federal lands.

Councilmember Phillips also thanked the council for excusing her absence.

CITIZEN COMMENTS

Jay Prueher talked about Fall View construction near his property and ownership of the area.

CONTINUED BUSINESS - none

NEW BUSINESS

Water System Goals. The Department of Health requires goals for water use efficiency to be reviewed and set through a process that involves a public hearing and public comment. The goals must be set by the governing body. Director Norris reviewed sample goals and the process for the council. This led to discussion around water use, previous goals, how to involve citizens, if past goals were met, conservation kits, the larger number of people now living in residences, water use thresholds, the impact of old pipes on water use, rain barrel collection, and alternatives for conservation.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie said he was glad Fall View was collecting their trash.

Councilmember Russell talked about upcoming weather.

MINUTES APPROVAL

Councilmember Martin moved to approve the March 4th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38274 through 38303 with \$44,170.67 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$45,370.67 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by both Councilmembers Phillips and Russell, the motion carried, and the meeting was adjourned at 7:42 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City Of Gold Bar

Time: 09:20:36 Date: 03/26/2025

03/19/2025 To: 04/01/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
560	03/25/2025	Payroll	7	38304	Richard L Baker	4,557.96	
561	03/25/2025	Payroll	7	38305	Denise J Beaston	3,398.03	
562	03/25/2025	Payroll	7	38306	Demetria Hall-Phillips	91.11	
563	03/25/2025	Payroll	7	38307	Lance Hunt	2,806.37	
564	03/25/2025	Payroll	7	38308	Chuck Lie	91.11	
565	03/25/2025	Payroll	7	38309	Florence D Martin	91.11	
566	03/25/2025	Payroll	7	38310	Richard D Norris	5,449.38	
567	03/25/2025	Payroll	7	38311	Lee Russell	91.11	
568	03/25/2025	Payroll	7	38312	Jordan Sears	91.11	
569	03/25/2025	Payroll	7	38313	Timothy M Shiers	3,533.93	
570	03/25/2025	Payroll	7	38314	Arthur Stowe	2,327.71	
571	03/25/2025	Payroll	7	38315	Lisa M Stowe	4,950.99	
572	03/25/2025	Payroll	7	38316	Steven Yarbrough	911.12	
573	03/25/2025	Payroll	7	38317	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 03/25/2025 To 03/25/2025 - WDS PLAN D; Pay Cycle(s) 03/25/2025 To 03/25/2025 - Basic Life; Pay Cycle(s) 03/25/2025 To 03/25/2025 - HealthFirst; Pay Cycle(s) 03/25/2025 To 03/25/2025 - VSP
574	03/25/2025	Payroll	7	E38318	Coastal Community Bank	10,618.37	941 Deposit for Pay Cycle(s) 03/25/2025 - 03/25/2025
575	03/25/2025	Payroll	7	38319	Dept Of Retirement Systems	5,981.96	Pay Cycle(s) 03/25/2025 To 03/25/2025 - PERS 2
576	03/25/2025	Payroll	7	38320	MissionSquare	75.00	Pay Cycle(s) 03/25/2025 To 03/25/2025 - ICMA
578	03/31/2025	Payroll	7	38321	Dept Of Labor And Industries	3,157.62	1ST Quarter L&I: 01/01/2025 - 03/31/2025
579	03/31/2025	Payroll	7	38322	Employment Security Dept	231.17	1st Quarter Unemployment: 01/01/2025 - 03/31/2025
584	04/01/2025	Claims	7	38323	AM Test, Inc.	25.00	
585	04/01/2025	Claims	7	38324	Amazon Capital Services	67.84	
586	04/01/2025	Claims	7	38325	Builders Exchange Of Washington Inc	46.90	Orchard
587	04/01/2025	Claims	7	38326	City Hardscapes, LLC	1,761.60	
588	04/01/2025	Claims	7	38327	City Of Everett	235.00	
589	04/01/2025	Claims	7	38328	John Galt	57.75	Annual Report
590	04/01/2025	Claims	7	38329	Global Industrial	291.54	
591	04/01/2025	Claims	7	38330	Heidelberg Materials	1,140.68	
592	04/01/2025	Claims	7	38331	Kelley Connect Co.	201.32	
593	04/01/2025	Claims	7	38332	L III Transport	435.00	
594	04/01/2025	Claims	7	38333	Les Schwab Tires	672.06	
595	04/01/2025	Claims	7	38334	Platt	282.36	
596	04/01/2025	Claims	7	38335	Puget Sound Energy	236.56	
597	04/01/2025	Claims	7	38336	Sno County District Court	720.01	
598	04/01/2025	Claims	7	38337	Sno County PUD	2,231.64	
599	04/01/2025	Claims	7	38338	Sno County Sheriff's Office	556.89	
600	04/01/2025	Claims	7	38339	Verizon Wireless	262.73	
601	04/01/2025	Claims	7	38340	WA State Treasurer	519.27	
602	04/01/2025	Claims	7	38341	Zipty Fiber	95.80	
603	04/01/2025	Claims	7	38342	Zipty Fiber	70.57	
		001 General Government				26,538.86	
		101 City Street				2,924.02	
		401 Water Operating				25,856.53	

CHECK REGISTER

City Of Gold Bar

Time: 09:20:36 Date: 03/26/2025

03/19/2025 To: 04/01/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		403 Water Capital Improvement				46.90	
		415 Stormwater Fund				10,576.65	
		633 Agency Fund				519.27	
							Claims: 9,910.52
						66,462.23	Payroll: 56,551.71

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, April 15, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS			
1. ORCHARD AVENUE PROJECT UPDATE – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		April 1, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38343 - 38374	\$177,651.90	\$2,707.20	\$180,359.10
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, April 1, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris and Clerk Stowe. Office Manager Beaston attended via Zoom. Councilmember Phillips was not present.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough talked about delays with the mobile opioid treatment van and the upcoming Arbor Day plans. Councilmember Lie talked about funding for the van and municipal code related to mobile homes.

STAFF REPORT

Chief Whalen reviewed calls for service in Gold Bar. He said traffic remains a major complaint and went over recent traffic calls. He covered public nuisances, quality of life calls, illegal camping, services available for the same, off-leash dogs, changes in scanners, and that the county has approved Stetson hats for uniforms. Councilmember Lie asked about unmarked patrol cars.

Director Norris talked about work for the upcoming Arbor Day and park cleanup. Councilmember Russell asked about the Fall View development and that the Native Growth Protection Area would be a good location for light recreation. Councilmember Sears said a sign at 17th and Amanda is missing. Councilmember Lie talked about permits for a commercial building.

Clerk Stowe clarified the citizen comment period and the differences between comments at council meetings and comments on social media. Councilmember Sears moved to allow citizen comments on this topic and with a second by Councilmember Russell, the motion carried. Discussion included the time limit on comments, that comments are allowed whether there is an agenda item or not, and the reasons why comments are not allowed on social media.

COUNCIL COMMENTS

Councilmember Lie talked about Snohomish County Tomorrow's recent meeting regarding the amount of time people spend in cars and the need for daycare businesses. He also talked about potential traffic increases along May Creek Road due to county changes regarding accessory dwelling units. He recommended people attend Sultan School District meetings to see how they handle public comment.

Councilmember Martin talked about the upcoming recreation coalition meeting.

Councilmember Russell talked about goals for water efficiency. He spoke to the PUD about water conservation kits they may be able to provide for the city.

CITIZEN COMMENTS

Donna Murphy talked about the smell of the marijuana grow businesses and the steps she's taken to get this dealt with.

Nada Dyson talked about a grow business near Gold Bar Nature Trails, graffiti in Gold Bar, unfinished storage units that are an eyesore, and the number of people living on a parcel of land with limited toilet facilities.

Chris Willette talked about accessory dwelling units and issues with a neighbor including parking on the road. Mayor Yarbrough said they will work with law enforcement.

CONTINUED BUSINESS - none

NEW BUSINESS - none

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie brought up water conservation and said he didn't see anything on the city website. It was clarified that the council must come up with goals first. This led to discussion on goals and the process leading up to a public hearing. After discussion it was decided that a public hearing would be set for the first meeting in May.

Councilmember Russell talked about recommendations for tracking savings with the use of conservation kits.

MINUTES APPROVAL

Councilmember Sears moved to approve the March 18th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38304 through 38342 with \$9,910.52 for claims and \$56,551.71 for payroll and taxes, for a grand total of \$66,462.23 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried and the meeting was adjourned at 7:44 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City Of Gold Bar

Time: 10:51:38 Date: 04/10/2025

04/02/2025 To: 04/15/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
656	04/03/2025	Payroll	7	38343	Employment Security PFML	800.84	Pay Cycle(s) 01/01/2025 To 03/31/2025 - PFML
657	04/03/2025	Payroll	7	38344	Employment Security WA Cares Fund	706.36	Pay Cycle(s) 01/01/2025 To 03/31/2025 - Long Term Care
669	04/08/2025	Payroll	7	38345	Richard L Baker	200.00	
670	04/08/2025	Payroll	7	38346	Denise J Beaston	800.00	
671	04/08/2025	Payroll	7	38347	Timothy M Shiers	200.00	
678	04/15/2025	Claims	7	38348	AM Test, Inc.	380.00	
679	04/15/2025	Claims	7	38349	Atwell, LLC	11,833.75	Orchard
680	04/15/2025	Claims	7	38350	Barmon Lumber	229.57	
681	04/15/2025	Claims	7	38351	City Of Gold Bar	618.15	
682	04/15/2025	Claims	7	38352	Comcast Business	333.35	
683	04/15/2025	Claims	7	38353	Dept Of Corrections	390.90	
684	04/15/2025	Claims	7	38354	Snohomish County Dept Of Emergency Management	1,663.00	Q1 And Q2 2025
685	04/15/2025	Claims	7	38355	Dept Of Retirement Systems	25.00	OASI 2025
686	04/15/2025	Claims	7	E38356	Dept Of Revenue-Excise Tax	2,243.65	
687	04/15/2025	Claims	7	38357	General Pacific	497.50	
688	04/15/2025	Claims	7	38358	Heidelberg Materials	89.47	
689	04/15/2025	Claims	7	38359	Lowe's Business Account	430.84	
690	04/15/2025	Claims	7	38360	Charles H Myers	577.00	Annual Dental, March, April 2025
691	04/15/2025	Claims	7	38361	O'Reilly Automotive, INC	9.43	
692	04/15/2025	Claims	7	38362	Planet Technology	3,444.76	Annual Software
693	04/15/2025	Claims	7	38363	Prizm	3,880.00	Ecology Block Evaluation
694	04/15/2025	Claims	7	38364	Sno County PUD	1,501.34	
695	04/15/2025	Claims	7	38365	Sno County Sheriff	130,872.00	Q1 2025
696	04/15/2025	Claims	7	38366	Utilities Underground	51.30	
697	04/15/2025	Claims	7	38367	WA State Treasurer	243.50	
698	04/15/2025	Claims	7	38368	Waste Management	634.38	
699	04/15/2025	Claims	7	38369	Ziply Fiber	34.91	
700	04/15/2025	Claims	7	38370	Ziply Fiber	41.67	
701	04/15/2025	Claims	7	38371	Ziply Fiber	255.09	
708	04/15/2025	Claims	7	38372	Citi Cards	2,702.12	
709	04/15/2025	Claims	7	38373	JB Asphalt, Inc.	12,941.22	Linda Retainage
710	04/15/2025	Claims	7	38374	Pacifica Law Group	1,728.00	Orchard
001 General Government						144,947.87	
101 City Street						1,881.01	
301 Capital Projects Fund						12,941.22	
302 General And Street Grants Fund						10,703.75	
401 Water Operating						7,212.35	
403 Water Capital Improvement						1,130.00	
415 Stormwater Fund						1,299.40	
633 Agency Fund						243.50	
						Claims:	177,651.90
						Payroll:	2,707.20

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, May 6, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS			
1. WATER CONSERVATION - DISCUSSION			
2. CRITICAL AREAS UPDATE - DISCUSSION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		April 15, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38375 - 38410	\$69,593.57	\$53,670.57	\$123,264.14
ADJOURNMENT			

Legislative Mandates	Year Passed by Legislature	Bill Purpose (Brief Summary)	Applicable to City?	Adoption Deadline	Bill Triggers (list)	City Action	Priority
HB 1220 Housing Capacity	2020	HB 1220: Housing Supply: Cities must plan for and adopt local land use controls for permitted Permanent Supportive Housing and Transitional Housing facilities. Cities may not prohibit indoor emergency housing and shelters. City policies and codes evaluated to ensure adequate provisions are made to meet the bill requirements.	Yes	Ongoing through December 2024	GMA cities	Continuous actions to adopt standards through Comprehensive Plan adoption and associated development regulations.	High: mandatory
HB 1181 Climate Change Response	2023	GMA requirement, cities must update their transportation element, land use element, and add climate element, which for City, comprises of a resilience sub element.	Yes	December 2029	GMA requirement	Develop a work plan to meet the mandatory element updated (climate, resiliency) & utilize grant money to address climate impact factors. Spans from 2023-2029	High: mandatory
HB1998 Co-Living	2024	An act relating to legalizing inexpensive housing choices through co-living housing.	Yes	June 2025	GMA city requirement	All fully planning cities must adopt development regulations allowing co-living housing in any zone within a UGA that allows multifamily residential uses, including mixed-use development.	High: mandatory
SB 6015	2024	An act relating to parking configurations for residential uses.	Yes	June 2025	GMA city requirement	Minimum residential parking requirements mandated by municipal zoning ordinances cities and counties planning under the GMA are subject to certain requirements:	High: mandatory
WDFW Riparian Management Zones	2020 - WDFW Guidance	Shift in terminology from referencing protected riparian areas as “stream buffers” to “riparian management zones (RMZs).”	Yes	Dec 2024	GMA cities	Adopted Critical area updates concurrently with the Best Available Science evaluation with the Comprehensive Plan update by Dec 2024	High: mandatory



107 – 5th Street, Gold Bar, WA 98251

Proposed Water Use Efficiency Goals

1. Maintain 3-year annual distribution system leakage below 7% (2024- 7.8%)
2. Reduce customer consumption per equivalent residential unit (ERU) by 0.5 gallons per day over a 20-year period. (2024 is 188.5 gallons per ERU per day.)
3. Reduce summer demand relative to the average day demand. This reduction will achieve goal 2. (2024 Summer Avg daily demand is 233.3 gallons per ERU per day.)
4. Continue water conservation education through brochures, notification information on back of the billing post cards and encouraging water saving fixtures.

With Council approval, these goals will be published for public comment during a Public Hearing at the May 20th city council meeting.



PROJECT UNDERSTANDING AND SCOPE OF SERVICES

EJ Municipal Land Use Planning, LLC will provide the services specifically set forth below.

Task 001 Critical Areas Ordinance Update

Complete remaining task for City of Gold Bar Comprehensive Plan Periodic Update as stipulated in Washington State Growth Management Act law and administered per Washington Department of Commerce. This effort includes performing tasks associated with:

- Update of Gold Bar Critical Area ordinance and support to Council for review and approval/adoption process

Fee: *Time & Expense Not to Exceed - \$8,550*

Task Order Approval: _____ Date: _____

Approved by:

City of Gold Bar

By:

SIGNED: _____

NAME: Steve Yarbrough

TITLE: Mayor



EJ Municipal Billing Rate

Principal/Owner	\$195/hour
Senior Planner	\$155/hour
Assistant Planner	\$125/hour

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, April 15, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom. Councilmember Phillips was not present.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough talked about the Sky Valley Transportation Committee, the upcoming egg hunt and the upcoming Arbor Day event. Relating to Arbor Day, he presented a proclamation declaring April 25th as Arbor Day. There was brief discussion and no council objection to the proclamation. Councilmember Lie asked about a meeting a few months ago. Mayor Yarbrough said it related to the Volunteers of America. Councilmember Lie then asked for an update on a local home but there is not much the city can do. He then asked for an update on the marijuana smells from local businesses. Director Norris said there is work being done with Puget Sound Clean Air and the Liquor and Cannabis Control Board. They are also reviewing sample ordinances and looking at possible enforcement through business license renewals. Mayor Yarbrough and Director Norris hope to meet with business owners. Councilmember Lie then asked about graffiti, which is being cleaned up.

STAFF REPORT

Chief Whalen reviewed calls for service in Gold Bar. These included unlicensed and unregistered dirt bikes with juveniles, the recovery of a stolen outboard, and traffic enforcement. Councilmember Lie asked about the definition of civil disturbances. Chief Whalen said this could be verbal disagreements, disputes over property lines, disputes over payments, and so on.

Director Norris said final building permits for Fall View had been issued. Councilmember Russell asked about drainage issues on the streets and Director Norris said it is because the final grade has yet to be completed so the street is at a lower level. Councilmember Lie asked if the city would take over street sweeping, which it will after the final overlay.

COUNCIL COMMENTS

Councilmember Lie talked briefly about Snohomish County Tomorrow. He then talked about surveilling May Creek Road and seeing lots of bike and pedestrian activity and a couple ATVs. He also mentioned ATV use in Sultan.

Councilmember Martin hopes to see a good turnout for the upcoming egg hunt.

Councilmember Russell talked about police activity in the valley and said it was welcome to see and talked about the need to feel safe walking in the city.

CITIZEN COMMENTS

Darin (no last name) spoke via Zoom, thanking Chief Whalen for his work. He also talked about issues with gravel on streets and people racing in the area around Nugget Street. He thanked staff for their work.

CONTINUED BUSINESS - none

NEW BUSINESS

Orchard Avenue Project Update. Director Norris reviewed an addendum with cost updates for the street overlay part of the project. The updates do not impact the city budget. Councilmember Sears reviewed changes to the costs, and there was no council objection to the addendum changes.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie asked about an attorney bill, which was related to the recent bid process. He also asked about a water use efficiency deadline and Director Norris said there is no official deadline. The recent leak repair dropped water loss by 5%.

Councilmember Russell asked if projects utilized retainage, which they do. He also said he would be attending a hearing in Sultan regarding new houses.

Councilmember Sears moved to excuse Councilmember Phillips' absence and with a second by Councilmember Russell, the motion carried.

MINUTES APPROVAL

Councilmember Sears moved to approve the April 1st, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38343 through 38374 with \$177,651.90 for claims and \$2,707.20 for payroll and taxes, for a grand total of \$180,359.10 and with a second by Councilmember Sears, the motion carried with Councilmember Lie voting against.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell, the motion carried, and the meeting was adjourned at 7:32 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 13:40:24 Date: 04/30/2025

04/16/2025 To: 05/06/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
791	04/29/2025	Payroll	7	38375	Richard L Baker	4,352.23	
792	04/29/2025	Payroll	7	38376	Denise J Beaston	3,398.03	
793	04/29/2025	Payroll	7	38377	Demetria Hall-Phillips	91.11	
794	04/29/2025	Payroll	7	38378	Lance Hunt	3,161.37	
795	04/29/2025	Payroll	7	38379	Chuck Lie	91.11	
796	04/29/2025	Payroll	7	38380	Florence D Martin	91.11	
797	04/29/2025	Payroll	7	38381	Richard D Norris	5,449.38	
798	04/29/2025	Payroll	7	38382	Lee Russell	91.11	
799	04/29/2025	Payroll	7	38383	Jordan Sears	91.11	
800	04/29/2025	Payroll	7	38384	Timothy M Shiers	3,533.93	
801	04/29/2025	Payroll	7	38385	Arthur Stowe	2,578.58	
802	04/29/2025	Payroll	7	38386	Lisa M Stowe	4,950.99	
803	04/29/2025	Payroll	7	38387	Steven Yarbrough	911.12	
805	04/29/2025	Payroll	7	38388	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 04/29/2025 To 04/29/2025 - WDS PLAN D; Pay Cycle(s) 04/29/2025 To 04/29/2025 - Basic Life; Pay Cycle(s) 04/29/2025 To 04/29/2025 - HealthFirst; Pay Cycle(s) 04/29/2025 To 04/29/2025 - VSP
806	04/29/2025	Payroll	7	E38389	Coastal Community Bank	10,657.90	941 Deposit for Pay Cycle(s) 04/29/2025 - 04/29/2025
807	04/29/2025	Payroll	7	38390	Dept Of Retirement Systems	6,049.94	Pay Cycle(s) 04/29/2025 To 04/29/2025 - PERS 2
808	04/29/2025	Payroll	7	38391	MissionSquare	75.00	Pay Cycle(s) 04/29/2025 To 04/29/2025 - ICMA
810	05/06/2025	Claims	7	38392	Ace Equipment Rentals	1,360.02	
811	05/06/2025	Claims	7	38393	Atwell, LLC	16,255.15	Orchard
812	05/06/2025	Claims	7	38394	City Of Everett	50.00	
813	05/06/2025	Claims	7	38395	Dunlap Industrial Hdwre	123.56	
814	05/06/2025	Claims	7	38396	Gold Bar Geek	362.25	
815	05/06/2025	Claims	7	38397	Kelley Connect Co.	201.32	
816	05/06/2025	Claims	7	38398	Les Schwab Tires	45.94	
817	05/06/2025	Claims	7	38399	One.7, Inc.	510.30	
818	05/06/2025	Claims	7	38400	Puget Sound Energy	155.27	
819	05/06/2025	Claims	7	38401	R&D Services	307.66	
820	05/06/2025	Claims	7	38402	Sno County District Court	639.53	
821	05/06/2025	Claims	7	38403	Sno County PUD	2,325.94	
822	05/06/2025	Claims	7	38404	Sno County Sheriff	43,624.00	April 2025
823	05/06/2025	Claims	7	38405	Verizon Wireless	262.73	
824	05/06/2025	Claims	7	38406	WA State Treasurer	851.57	
825	05/06/2025	Claims	7	38407	West Coast Code Consultants, Inc.	1,853.63	Fall View
826	05/06/2025	Claims	7	38408	Ziply Fiber	101.82	
827	05/06/2025	Claims	7	38409	Ziply Fiber	28.90	
830	05/06/2025	Claims	7	38410	Amazon Capital Services	533.98	
		001 General Government				69,878.33	
		101 City Street				3,185.44	
		302 General And Street Grants Fund				11,375.15	
		401 Water Operating				23,298.23	
		403 Water Capital Improvement				4,880.00	
		415 Stormwater Fund				9,795.42	
		633 Agency Fund				851.57	

CHECK REGISTER

City Of Gold Bar

Time: 13:40:24 Date: 04/30/2025

04/16/2025 To: 05/06/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						123,264.14	Claims: 69,593.57 Payroll: 53,670.57

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Krystal Craig
262 Shelby Street
Gold Bar, WA.98251
Krystal.Craig@outlook.com
(360) 842-4250

05/14/2025

Dear Mayor Yarbrough and Members of the Gold Bar City Council,

I am writing to formally express my interest in serving as a member of the Gold Bar City Council. I have a strong personal and professional connection to this community and a longstanding commitment to public service, problem-solving, and responsible leadership. My intention is to contribute to thoughtful decision-making that reflects both the unique character of our city and the practical needs of our growing population.

Through my work in the emergency management field, I've developed a deep understanding of the systems and partnerships that keep communities functioning during times of disruption. That background has sharpened my ability to assess risk, manage complexity, and engage with diverse stakeholders under pressure- skills that are equally essential in local governance.

I also bring experience navigating intergovernmental relationships, which are vital as our city positions itself for regional partnerships, grant opportunities, and sustainable infrastructure development. I am particularly focused on supporting measured growth- advocating for smarter land use, public works that meet long-term demands, and equitable access to services like transportation, public safety, and education. I understand that each of these areas affects quality of life and public confidence in our institutions.

Public service is not something I take lightly. It requires consistency, humility, and a willingness to do the hard work (often behind the scenes), to build trust and move a community forward. I believe that leadership means listening closely, acting with integrity, and balancing today's needs with tomorrow's responsibilities. It would be an honor to continue representing our residents in that spirit.

Thank you for your time and consideration. I welcome the opportunity to speak further and share more about how I can continue contributing to the future of Gold Bar.

Thank you,

Krystal D. Craig

Application for City Council Open Appointed Position

Please note that this application is public information

Name: Krystal D. Craig

Address: 262 Shelby Street, Gold Bar, WA. 98251

Home Phone: N/A

Cell Phone: 360.842.4250

Are you 18 years of age or older? Yes

Are you a registered voter within the City of Gold Bar? Yes

Have you been a resident within city limits for at least one year? Yes

Please list any skills, employment experience, training, or education that you feel qualifies you for this appointment:

- Snohomish County Department of Emergency Management – Readiness Program Coordinator – (2022-Present)
 - Training/Emergency Operations Center Credentialing Planning
 - Understanding of public records requests;
 - Deployed to Bolt Creek Fire and other county specific disasters;
 - Development or evaluation of Emergency plans;
 - Designing and conducting emergency management training;
 - Coordination between local jurisdictions, state agencies, and Federal entities;
 - Public trust and community engagement.
- Federal Emergency Management Agency (FEMA) – Planning Specialist Qualified – (Planning Manager Position Task Book Opened)– (2020-Present)
 - Worked alongside state and local governments within an emergency management capacity;
 - Deployments exceeding 530 days in the past 5 years;
 - Understanding of public records requests;

- General knowledge of Public assistance and individual assistance in disasters;
- Safety mindset

Education-

- 30/33 credits completed: Masters degree: Disaster and Emergency Management
- Bachelor's degree: Homeland Security and Emergency Management
- Associates degree: Homeland Security and Emergency Management
- Associates degree: General Studies
- Certificate: Homeland Security and Emergency Management
- Certificate: Project Management
- Certificate: Medical Assistant
- Certificate: Nursing Assistant
- Certificate: Emergency Medical Technician
- FEMA: Basic Academy and Advanced Academy
- FEMA- Professional Development Series

Please list any community service organizations that you are involved with currently or in the past:

American Red Cross – (2014 – Present)

- Okanogan Complex Fire – Sheltering / Medical
- Hurricane Assistance - Sheltering

Medical Reserve Corps – (2014 – 2022)

- Oso 530 Slide – Missing Persons Reporting
- H1N1 outbreak – Marysville

Rules of law and ethics prohibit appointees from participating in, and voting on, matters in which they have direct or indirect financial interests. Please list any potential conflicts of interest:

Emergency Management decisions – I have sat down with Snohomish County DEM leadership and have been given the authorization to run, but with abstaining from any conflicts that include emergency management decisions.

The Gold Bar City Council meets the first and third Tuesday of every month at 7:00 pm. Are you available during these times?

Yes

There are trainings required for elected officials on things such as public records and the Open Public Meetings Act. Are you able to complete these trainings in a timely manner?

Yes

Present occupation: Emergency Manager

Do you own a business within Gold Bar? If so, please list the name and location: No

Please explain why you wish to serve on the City Council:

I would like to serve on the city council because I am deeply committed to building a safer, more resilient and inclusive community. Gold Bar is unique and has a very tight-knit community. We need to leverage this and try to get more community engagement. With a professional background in emergency management and a long history of public service at both the local and federal levels, I understand the critical importance of proactive governance, transparent leadership and meaningful public engagement.

My career has taken me across the country in support of disaster operations, and I've seen firsthand how effective local leadership can positively shape outcomes during crises. These experiences have reinforced my belief that strong communities are built not only through policy but through trust, collaboration, and preparation.

As a councilmember I bring not just technical expertise but a strong desire to listen, learn, and lead with integrity. I want to advocate for public safety, strengthen preparedness, support economic and infrastructure development, and help ensure that our most vulnerable populations are not left behind. Serving on council allows me to continue my commitment to service – this time by directly representing the voices and priorities of my own community.

Have you met with the City's clerk to review requirements and expectations for Councilmembers? Yes

Have you reviewed the City's Council Policies and Procedures, and if so, do you have any issues or concerns with abiding by those procedures? Yes, I have reviewed. No, I do not have any issues or concerns with abiding by those procedures.

What do you believe to be the challenges and opportunities facing our community?

One of the most pressing challenges our community faces is the growing sense of uncertainty and concern around government responsiveness. Many residents have taken it upon themselves to organize independently – forming neighborhood watch groups, and community coalitions outside of formal city structures. While this reflects a strong desire for engagement, it also signals a trust gap and raises concerns about coordination, accountability, and unintended outcomes. We must be cautious not to foster vigilante-style efforts but instead recognize these groups as a grassroots asset that, when properly supported, can become an extension of our community resilience strategy.

The moment presents a unique opportunity. We can proactively engage these emerging networks by establishing a city supported framework for neighborhood engagement and community readiness. By offering training, access to resources, and direct lines of communication to city leadership and emergency services, we can channel this energy into constructive inclusive partnerships.

We must be realistic about the growth our city is experiencing. As our population increases, we need to be proactive in advocating for thoughtful infrastructure development- particularly in road improvements, transportation planning, and ensuring our schools are equipped to serve a growing student population. Growth brings opportunity, but it also places greater demand on public services, utilities, and safety systems. It's essential that we plan responsibly, prioritizing long-term sustainability, and ensuring that core services remain accessible and are responsive to the needs of both long-time residents and new members of the community. By staying ahead of growth rather than reacting to it, it can protect the character of our small community while guiding it toward a stable and inclusive future.

Why should the Council appoint you as a Councilmember?

I understand the basics of how government works, and I also know how it feels when people believe their concerns are unheard. I've built a career bridging those gaps- facilitating coordination between agencies, empowering communities to take ownership of their preparedness, and helping ensure that public institutions remain accessible, responsive, and accountable. I am here to serve and represent. I listen, I act with integrity, and I believe in inclusive governance that values every voice. I'm ready to step in, contribute immediately, and help shape practical solutions that address both the immediate needs and long-term priorities of our city.

Are you familiar with Robert's Rules of Order? Yes. I am new to this, and am learning the process.

How do you reach consensus in matters where your views differ from those of others?

Reaching consensus can be difficult, especially when perspectives differ, and it begins with a commitment to listening, not just responding. I've often found myself in high stakes environments with differing viewpoints, competing priorities, and limited duration to make decisions. Collaboration doesn't require agreement on everything but requires a shared commitment to the greater good. I try to ask clarifying questions and try and create different methods that may incorporate differing viewpoints.

Ultimately, my goal is not to "win" a debate, but to contribute to decisions that are thoughtful, balanced, and serve the best interest of the community. Reaching consensus is not about unanimous agreement, it's about mutual respect, shared purpose, and responsible leadership.

Is there anything else you feel the Council and public should know about you?

My commitment to this community runs deep. I am not stepping into this role for a title or recognition. I believe change comes from within an organization and in times of uncertainty, we need to rely on our local governments to have our back. Ive spent time in my career working behind the scenes in times of crisis- bringing order to chaos, coordinating resources, and helping people navigate their most difficult moments. That work has taught me the importance of calm, steady leadership, and the art of making decisions that are grounded in facts and compassion.

I may not bring elected experience to the table, but I do bring integrity and humility. I don't claim to have all the answers, but I'm committed to listening, learning, and acting in the best interest of the people I represent.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, May 20, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
OPEN COUNCIL POSITION – DISCUSSION AND ACTION			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
PUBLIC HEARING - WATER CONSERVATION			
CONTINUED BUSINESS			
1. TRAFFIC CALMING - DISCUSSION			
NEW BUSINESS - none			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		May 6th, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38411 - 38435	\$59,285.76	\$1,200.00	\$60,485.76
ADJOURNMENT			

City of Gold Bar

EST. 1910

107 – 5th Street, Gold Bar, WA 98251



NOTICE OF

PUBLIC HEARING

CITY OF GOLD BAR, WASHINGTON

Tuesday, May 20th, 2025
7:00 PM Via Zoom & In person

The City of Gold Bar will hold a Public Hearing on the Proposed Water Use Efficiency Goals on May 20th, 2025, at 7PM. The meeting will be both in-person and via Zoom.

Proposed Water Use Efficiency Goals

1. Maintain 3-year annual distribution system leakage below 7% (2024- 7.8%)
2. Reduce customer consumption per equivalent residential unit (ERU) by 0.5 gallons per day over a 20-year period. (2024 is 188.5 gallons per ERU per day.)
3. Reduce summer demand relative to the average day demand. This reduction will achieve goal 2. (2024 Summer Avg daily demand is 233.3 gallons per ERU per day.)
4. Continue water conservation education through brochures, notification information on back of the billing post cards and encouraging water saving fixtures.

The City Council will hold a Public Hearing on May 20th, 2025, at 7 pm to hear and discuss community comments on the above Water Use Efficiency Goals for the next six year planning period. This is not a water rate discussion.

The meeting information can be found at www.cityofgoldbar.us. Please see zoom Meeting info below.

Zoom Meeting Link: <https://us06web.zoom.us/j/85271313561>

Meeting ID: 852 7131 3561

If you have any questions, please contact Denise Beaston at 360-793-1101 or at d.beaston@cityofgoldbar.us. You can also find information on our website at www.cityofgoldbar.us.

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, May 6, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Office Manager Beaston. Councilmember Phillips was not present. Councilmember Russel made a motion to excuse Councilmember Phillips with a second by Councilmember Sears, the motion carried.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough briefly talked about the Arbor Day celebration. In attendance were several citizens, members of the Tree Board, Councilmembers Lie and Russell, and fifty-eight students from Gold Bar Elementary, who helped plant three dog wood trees in Gateway Park. The students each received a Western Red Cedar tree seedling. Mayor Yarbrough stated that on April 28th, Director Norris, Office Manager Beaston, and himself met with three members of the Department of Emergency Management for a two-hour meeting regarding the Comprehensive Emergency Management Plan (CEMP) Annex kickoff, during which roles, responsibilities, communication, and response coordination were discussed, in preparation for no notice and pre notice events. The City will be incorporating the CEMP into the DEM annex template; this is an effort to standardize updated CEMP planning for all of DEM interlocal partners. On May 1st he met with Director Norris and Clerk Stowe to review the draft 2024 financial report. He encouraged councilmembers that want to dig deep into the city's financials to also review the report with Clerk Stowe. Lastly, Mayor Yarbrough heard from the coordinator of the Opioid treatment van, and they are almost ready to start. Councilmember Lie asked if there were red cedar seedlings still available, and if so, could he take a few. Mayor Yarbrough stated that yes there were several if anyone wanted any; if not what was left over would be planted in Railroad Park. Councilmember Lie asked if Mayor Yarbrough was still involved with the food bank. Mayor Yarbrough stated that he is involved with the Skykomish Food Bank since there is not one in Gold Bar. The Mircle Food Network was trying to obtain funds and a location to set one up here but they are now looking for funds to do the farm type, which would be outside the city limits. Brief discussion ensued.

STAFF REPORT

Chief Whalen stated that April was a busy month with nine hundred calls for service in April, averaging thirty calls per shift. Traffic enforcement remains a priority for the department, with 153 traffic stops throughout the region with 62 stops being within city limits. Also, since the last council meeting, deputies have continued emphasis patrols on 399th Avenue just outside the city relating to reports of people wandering around and the crime and drug activity in that area. Chief Whalen briefly talked about three search and rescue calls that they responded to, that two former Gold Bar Deputies had been promoted to Sergeant, and lastly he briefly talked about staffing. Brief discussion ensued with Councilmembers.

Director Norris stated that currently the Comprehensive Plan is with Puget Sound Regional Council and what that entails as far as if the Comprehensive Plan will be certified and what that means regarding funding. Much discussion ensued on additional requirements being put upon Gold Bar regarding housing, climate change, funding in 2027, and parking regulations. Brief discussion ensued with councilmembers regarding ADUs and flashing light crosswalks on May Creek Road. Director Norris finished by stating that Fall View was completing the last of the paving, working on a couple of broken sidewalks, and will be working on drainage.

Office Manager Beaston stated letters were sent out for GBMC violations pertaining to garbage needing to be contained and animal violations.

COUNCIL COMMENTS

Councilmember Sears briefly stated that the rivers are still very cold, so don't go swimming.

Councilmember Lie talked briefly about Snohomish County Tomorrow meeting and the discussion of affordable housing. He stated that their next meeting will also be about housing. He then briefly talked about the increase of bicycle traffic that he is seeing on May Creek and briefly talked about emergency management and evacuation routes.

Councilmember Martin sympathized with Chief Whalen regarding staffing. She then briefly talked about the Monroe Food Bank, the political climate regarding funding, and an upcoming fundraiser. She finished with agreeing with Jordan and not to go swimming.

Councilmember Russell stated that there has been a couple cougar sightings and talked about general safety. He finished also with warning about river safety.

CITIZEN COMMENTS - None

CONTINUED BUSINESS - None

NEW BUSINESS

Director Norris briefly talked about the water conservation goal and gave results on our water loss. Much discussion ensued on ERU's (equivalent residential units). Director Norris briefly talked about summer demand compared to the rest of the year. Lastly, he talked about water education and putting notices on the back of the utility bills. He stated that he would like to set the Public Hearing for the next council meeting regarding the water conservation goals. There was a consensus with Councilmembers to put the Public Hearing on the next agenda. Brief discussion ensued.

Director Norris briefly talked about the Critical Areas Update, with the city's contract planner Erik Jensen from EJ Municipal attending via Zoom. Much discussion ensued regarding the Department of Ecology and Department of Commerce and the need to have a planner. Brief discussion ensued on how many companies applied to the RFQ's for planning and what was the deciding factor in choosing a vendor. Councilmember Sears made a motion to have Mayor Yarbrough sign the contract with EJ Municipal, with Councilmember Russell seconding the motion. Motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

No council comments.

MINUTES APPROVAL

Councilmember Sears moved to approve the April 15th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38375 through 38410 with \$69,593.57 for claims and \$53,670.57 for payroll and taxes, for a grand total of \$123,264.14 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried, and the meeting was adjourned at 7:51 pm.

Steve Yarbrough, Mayor

Denise Beaston, Office Manager

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
891	05/13/2025	Claims	7	38411	US Postal Service	342.78	
887	05/13/2025	Payroll	7	38412	Richard L Baker	200.00	
888	05/13/2025	Payroll	7	38413	Denise J Beaston	800.00	
889	05/13/2025	Payroll	7	38414	Timothy M Shiers	200.00	
890	05/13/2025	Claims	7	38415	Citi Cards	4,054.33	
893	05/20/2025	Claims	7	38416	AM Test, Inc.	60.00	
894	05/20/2025	Claims	7	38417	Ace Equipment Rentals	220.71	
895	05/20/2025	Claims	7	38418	Barmon Lumber	148.03	
896	05/20/2025	Claims	7	38419	City Of Gold Bar	546.40	
897	05/20/2025	Claims	7	38420	Comcast Business	332.89	
898	05/20/2025	Claims	7	E38421	Dept Of Revenue-Excise Tax	1,962.47	
899	05/20/2025	Claims	7	38422	Lakeside Industries	422.11	
900	05/20/2025	Claims	7	38423	Lowe's Business Account	58.66	
901	05/20/2025	Claims	7	38424	National Color Graphics	470.22	
902	05/20/2025	Claims	7	38425	O'Reilly Automotive, INC	59.93	
903	05/20/2025	Claims	7	38426	S&B Inc	939.02	
904	05/20/2025	Claims	7	38427	Sno County PUD	2,039.22	
905	05/20/2025	Claims	7	38428	Sno County Sheriff's Office	761.74	
906	05/20/2025	Claims	7	38429	Sound Publishing	12.04	
907	05/20/2025	Claims	7	38430	Univar Solutions	739.15	
908	05/20/2025	Claims	7	38431	WA State Treasurer	1,235.46	
909	05/20/2025	Claims	7	38432	Waste Management	635.45	
910	05/20/2025	Claims	7	38433	Ziply Fiber	268.02	
919	05/20/2025	Claims	7	38434	Dept Of Corrections	353.13	
920	05/20/2025	Claims	7	38435	Sno County Sheriff	43,624.00	May 2025
001 General Government						48,868.33	
101 City Street						2,308.02	
401 Water Operating						6,813.76	
415 Stormwater Fund						1,260.19	
633 Agency Fund						1,235.46	
						Claims:	59,285.76
						Payroll:	1,200.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, June 3, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
NEW BUSINESS			
1. RESOLUTION 25-06, WATER USE EFFICIENCY GOALS – DISCUSSION AND ACTION			
2. PARK EQUIPMENT - DISCUSSION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		May 20th, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38436 - 38469	\$29,877.95	\$53,025.06	\$82,903.01
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-06**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON CREATING WATER USE
EFFICIENCY GOALS**

WHEREAS, water systems are required to create goals to conserve water; and

WHEREAS, the goals and their implementation were reviewed and discussed during a public hearing at the Council Meeting of May 20th, 2025; and

WHEREAS, there was consensus among the Councilmembers to adopt the efficiency goals;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar that the following water use efficiency goals are adopted as follows.

Section I, Water Efficiency Goals

1. Maintain 3-year annual distribution system leakage below 7%.
2. Reduce customer consumption per equivalent residential unit (ERU) by 0.5 gallons per day over a 20-year period.
3. Reduce summer demand relative to the average day demand.
4. continue water conservation education through brochures, notification information on backs of billing post cards and encouraging water saving fixtures.

Section II, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, May 20, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

OPEN COUNCIL POSITION

Councilmember Demi Phillips tendered her resignation, opening council position #1. A letter of interest and application were submitted by resident Krystal Craig, who attended the meeting via Zoom. After brief discussion, Councilmember Sears moved to appoint Krystal Craig to council position #1 and with a second by Councilmember Russell, the motion carried. Clerk Stowe administered the Oath of Office and Councilmember Craig took her seat.

All councilmembers and Mayor Yarbrough thanked Ms. Phillips for her service to the city and wished her well.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough announced an Open House at the Sky Valley Event Center for fire preparedness. Councilmember Sears asked for an update on the opioid treatment van, which there is none. Councilmember Lie asked for an update on the sale of the mobile home park, which there is none.

STAFF REPORT

Chief Whalen gave a brief update on 399th and said deputies worked on code violations, search and rescue calls, and a prowler in Sultan. There was brief discussion about May Creek Bridge.

Director Norris held a pre-construction meeting for the Orchard project. He also said a bearing went out on well 4, which led to discussion around the repair timeline and the potential need to periodically purchase water from the PUD. Councilmember Lie asked to have the water comprehensive plan updated on the city website. There was also brief discussion around completion of paving at Fall View.

Clerk Stowe thanked Ms. Phillips for her work as a councilmember.

COUNCIL COMMENTS

Councilmember Sears thanked Ms. Phillips and welcomed Councilmember Craig.

Councilmember Lie also thanked Ms. Phillips and welcomed Councilmember Craig. He also spoke briefly about the role of a councilmember and encouraged Councilmember Craig to read up on the municipal code.

Councilmember Martin said it was National Bee Day. She also thanked Ms. Phillips and welcomed Councilmember Craig.

Councilmember Russell thanked Ms. Phillips and talked about a community trails association meeting and attending the Stone Ridge hearing in Sultan.

Councilmember Craig thanked Ms. Phillips for her service and hopes to be able to be part of the team.

PUBLIC HEARING

Clerk Stowe called the public hearing related to water conservation to order at 7:30 pm and reviewed the process for the hearing. No councilmember had any reason to recuse themselves from the hearing. There was brief discussion around water conservation goals and the council consensus was to accept those goals. One resident, Nick Zylstra, confirmed there would be no rate increases or changes to usage or municipal code. There will be a resolution at the next meeting to confirm the goals. With no further discussion, Councilmember Sears moved to adjourn the public hearing and with a second by Councilmember Russell the motion carried. The regular agenda was returned to at 7:34 pm.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Traffic Calming Options. Director Norris reviewed the types of traffic calming devices and associated costs. There was discussion around the longevity of the devices, their impact on traffic, crosswalks, where to site devices, and the availability of two radar signs. After discussion, Director Norris said he would look at further solutions. Councilmember Sears moved to authorize Director Norris to purchase the two radar signs and with a second by Councilmember Russell, the motion carried.

NEW BUSINESS - none

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie welcomed Councilmember Craig and told her this council is different from previous ones.

MINUTES APPROVAL

Councilmember Sears moved to approve the May 6th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38411 through 38435 with \$59,285.76 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$60,485.76 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried, and the meeting was adjourned at 7:59 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 09:07:07 Date: 05/28/2025

05/21/2025 To: 06/03/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
958	05/27/2025	Payroll	7	38436	Richard L Baker	4,283.65	
959	05/27/2025	Payroll	7	38437	Denise J Beaston	3,398.03	
960	05/27/2025	Payroll	7	38438	Demetria Hall-Phillips	91.11	
961	05/27/2025	Payroll	7	38439	Lance Hunt	3,040.26	
962	05/27/2025	Payroll	7	38440	Chuck Lie	91.11	
963	05/27/2025	Payroll	7	38441	Florence D Martin	91.11	
964	05/27/2025	Payroll	7	38442	Richard D Norris	5,449.38	
965	05/27/2025	Payroll	7	38443	Lee Russell	91.11	
966	05/27/2025	Payroll	7	38444	Jordan Sears	91.11	
967	05/27/2025	Payroll	7	38445	Timothy M Shiers	3,533.93	
968	05/27/2025	Payroll	7	38446	Arthur Stowe	2,351.46	
969	05/27/2025	Payroll	7	38447	Lisa M Stowe	4,950.99	
970	05/27/2025	Payroll	7	38448	Steven Yarbrough	911.12	
971	05/27/2025	Payroll	7	38449	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 05/27/2025 To 05/27/2025 - WDS PLAN D; Pay Cycle(s) 05/27/2025 To 05/27/2025 - Basic Life; Pay Cycle(s) 05/27/2025 To 05/27/2025 - HealthFirst; Pay Cycle(s) 05/27/2025 To 05/27/2025 - VSP
972	05/27/2025	Payroll	7	E38450	Coastal Community Bank	10,515.65	941 Deposit for Pay Cycle(s) 05/27/2025 - 05/27/2025
973	05/27/2025	Payroll	7	38451	Dept Of Retirement Systems	5,963.49	Pay Cycle(s) 05/27/2025 To 05/27/2025 - PERS 2
974	05/27/2025	Payroll	7	38452	MissionSquare	75.00	Pay Cycle(s) 05/27/2025 To 05/27/2025 - ICMA
987	06/03/2025	Claims	7	38453	Amazon Capital Services	427.25	
988	06/03/2025	Claims	7	38454	Atwell, LLC	9,652.50	Orchard
989	06/03/2025	Claims	7	38455	Core & Main LP	11,756.34	
990	06/03/2025	Claims	7	38456	Daily Journal Of Commerce	826.80	Orchard
991	06/03/2025	Claims	7	38457	Elite Lock & Safe	616.42	
992	06/03/2025	Claims	7	38458	Industrial Software Solutions	1,980.17	Annual SCADA
993	06/03/2025	Claims	7	38459	Kelley Connect Co.	201.32	
994	06/03/2025	Claims	7	38460	Charles H Myers	185.00	May 2025
995	06/03/2025	Claims	7	38461	Puget Sound Energy	73.12	
996	06/03/2025	Claims	7	38462	Sno County District Court	398.33	
997	06/03/2025	Claims	7	38463	Sno County PUD	1,606.38	
998	06/03/2025	Claims	7	38464	Sno County Sheriff's Office	556.89	
999	06/03/2025	Claims	7	38465	Sound Publishing	309.60	Orchard, Water
1000	06/03/2025	Claims	7	38466	Sound Safety Products Inc	220.88	
1001	06/03/2025	Claims	7	38467	Verizon Wireless	262.53	
1002	06/03/2025	Claims	7	38468	WA State Treasurer	775.52	
1012	06/03/2025	Claims	7	38469	Ziply Fiber	28.90	
001 General Government						24,310.55	
101 City Street						2,630.17	
302 General And Street Grants Fund						9,015.52	
401 Water Operating						34,699.28	
403 Water Capital Improvement						1,749.30	
415 Stormwater Fund						9,722.67	
633 Agency Fund						775.52	
						82,903.01	Claims: 29,877.95 Payroll: 53,025.06

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, June 17, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
NEW BUSINESS			
1. ORDINANCE #783, ASSESSMENTS – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		June 3 rd , 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38470 - 38496	\$41,136.92	\$1,200.00	\$42,336.92
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #783**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLE 13, RELATING TO ADDITIONAL ASSESSMENTS**

WHEREAS, Title 13 addresses commercial and residential connections to the City water system; and

WHEREAS, the City has water connections both inside and outside City limits; and

WHEREAS, portions of Title 13 have outdated wording;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 13.04.130 shall be amended as follows.

Section I, Title 13.04.130 – Additional Assessments

Section II, Severability

Section III, Effective Date

Section I, Title 13.04.130 – Additional Assessments

Each individual commercial and residential connection to the water system shall pay a monthly assessment as established by resolution of the council, in addition to the charge for water consumed. This assessment shall be charged to the property owners of all building sites ~~within the city limits~~ connected to the City water system. This includes building sites ~~within the city limits~~ that are not connected to the city water system if the property can reasonably be connected to the city water system.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, June 3, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro-Tem Russell called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by Councilmember Lie, the motion carried.

MAYOR'S REPORT - none

STAFF REPORT

Chief Whalen reviewed calls, with deputies responding to an average of thirty calls per day. Types of calls included burglaries, disturbances, search and rescue, and vehicle thefts. Chief Whalen encouraged people to not leave valuables or possessions in vehicles.

Director Norris said notifications went out to residents impacted by the Orchard Avenue project. There was brief discussion around swale maintenance, catch-basins, and signs in parks.

Office Manager Beaston reviewed an animal control call.

COUNCIL COMMENTS

Councilmember Sears gave information on Pride Month activities.

Councilmember Lie talked about a Snohomish County Tomorrow meeting where there was discussion on affordable housing and community transit.

Councilmember Martin wished everyone a happy Pride Month and commented on related activities.

Councilmember Russell talked about walking around town and how nice it was to see people out. He also thanked Clerk Stowe for reviewing the financial statements with him.

Councilmember Craig wished everyone a happy Pride Month. She also talked about the recent wildfire protection defense gathering and said she is looking forward to working with the Council.

CITIZEN COMMENTS - none

CONTINUED BUSINESS - none

NEW BUSINESS

Resolution #25-06, Water Use Efficiency Goals. After brief discussion, Councilmember Sears moved to adopt Resolution 25-06 relating to water use efficiency and with a second by Councilmember Martin, the motion carried.

Park Equipment. Director Norris presented information on new playground equipment for Gateway Park. After brief discussion, Councilmember Sears moved to authorize the purchase of playground equipment not to exceed \$20,000 and with a second by Councilmember Lie, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie encouraged Councilmember Craig to look at the city's books and that it is good to get into details.

Councilmember Russell said he appreciated the complexity and layers when it comes to handling money for the city.

MINUTES APPROVAL

Councilmember Sears moved to approve the May 20th, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38436 through 38469 with \$29,877.95 for claims and \$53,025.06 for payroll and taxes, for a grand total of \$82,903.01 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Martin, the motion carried, and the meeting was adjourned at 7:29 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 14:06:35 Date: 06/11/2025

06/04/2025 To: 06/17/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1055	06/05/2025	Claims	7	38470	Pacific Outdoor Products, Inc.	19,134.82	
1056	06/05/2025	Claims	7	38471	US Postal Service	341.48	Utility Billing
1057	06/05/2025	Claims	7	38472	Univar Solutions	2,239.53	
1070	06/10/2025	Payroll	7	38473	Richard L Baker	200.00	
1071	06/10/2025	Payroll	7	38474	Denise J Beaston	800.00	
1072	06/10/2025	Payroll	7	38475	Timothy M Shiers	200.00	
1081	06/17/2025	Claims	7	38476	Citi Cards	6,022.40	
1084	06/17/2025	Claims	7	38477	AM Test, Inc.	60.00	
1085	06/17/2025	Claims	7	38478	Amazon Capital Services	843.10	
1086	06/17/2025	Claims	7	38479	Barmon Lumber	100.79	
1087	06/17/2025	Claims	7	38480	City Of Gold Bar	546.40	
1088	06/17/2025	Claims	7	38481	Comcast Business	332.89	
1089	06/17/2025	Claims	7	38482	Dept Of Corrections	405.37	
1090	06/17/2025	Claims	7	E38483	Dept Of Revenue-Excise Tax	1,879.51	
1091	06/17/2025	Claims	7	38484	Dunlap Industrial Hdwre	120.39	
1092	06/17/2025	Claims	7	38485	Heidelberg Materials	78.82	
1093	06/17/2025	Claims	7	38486	Kelley Connect Co.	220.55	
1094	06/17/2025	Claims	7	38487	Pacific Power Batteries	64.20	
1095	06/17/2025	Claims	7	38488	Petty Cash	18.47	
1096	06/17/2025	Claims	7	38489	Sno County PUD	6,801.65	
1097	06/17/2025	Claims	7	38490	Utilities Underground	14.85	
1098	06/17/2025	Claims	7	38491	Amy & Dallas Vonderheide	255.75	Utility Reimbursement
1099	06/17/2025	Claims	7	38492	WA State Treasurer	594.59	
1100	06/17/2025	Claims	7	38493	Waste Management	635.86	
1101	06/17/2025	Claims	7	38494	Ziply Fiber	283.98	
1102	06/17/2025	Claims	7	38495	Ziply Fiber	34.91	
1103	06/17/2025	Claims	7	38496	Ziply Fiber	106.61	
001 General Government						5,027.69	
101 City Street						2,106.43	
103 Park Impact Fee Fund						19,134.82	
401 Water Operating						13,953.72	
415 Stormwater Fund						1,519.67	
633 Agency Fund						594.59	
						42,336.92	Claims: 41,136.92
							Payroll: 1,200.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, July 1, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. ORDINANCE #783, ASSESSMENTS – SECOND READING AND ACTION			
NEW BUSINESS			
1. WSDOT JOINT OPERATIONS AGREEMENT – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		June 17 th , 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38497 - 38535	\$22,695.29	\$56,608.61	\$79,303.90
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #783**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLE 13, RELATING TO ADDITIONAL ASSESSMENTS**

WHEREAS, Title 13 addresses commercial and residential connections to the City water system; and

WHEREAS, the City has water connections both inside and outside City limits; and

WHEREAS, portions of Title 13 have outdated wording;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 13.04.130 shall be amended as follows.

Section I, Title 13.04.130 – Additional Assessments

Section II, Severability

Section III, Effective Date

Section I, Title 13.04.130 – Additional Assessments

Each individual commercial and residential connection to the water system shall pay a monthly assessment as established by resolution of the council, in addition to the charge for water consumed. This assessment shall be charged to the property owners of all building sites within the city limits connected to the City water system. ~~This includes building sites within the city limits that are not connected to the city water system if the property can reasonably be connected to the city water system.~~

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____



Virtual Coordination Center Interlocal Agreement - Leading Service Agreement Contract

THIS Virtual Coordination Center Leading Service Agreement ("LSA"), dated for reference purposes on the date of execution of the corresponding Terms of Participation ("TOP"), is entered into between the State of Washington acting by and through the Department of Transportation ("WSDOT") and each government agency that has executed a TOP Agreement (individually, a "Participant" and collectively, the "Participants").

WSDOT, pursuant to ESHB 1125, Section 217 (8), was tasked with creating, maintaining, and operating a Virtual Coordination Center. WSDOT is authorized pursuant to RCW 39.34 to provide Interlocal Agreements via the Interlocal Cooperation Act. The Virtual Coordination Center "VCC" Pilot Project was formed under an Interlocal Agreement known to WSDOT as K1614 (formerly known as GCB 3754) and their respective Data Sharing Agreements (K1513, K1514, K1528, and K1529) (collectively the "VCC Pilot Phase Interlocal Agreement").

The Virtual Coordination Center ("VCC") is a cloud-based incident management system based on a virtual collaborative working environment that enables near real-time data sharing and coordinated responses. The data is shared in a common dashboard which allows responders across multiple jurisdictions to see incidents as they happen, make more informed decisions, collaborate in real time to coordinate responses, and distribute a unified public message.

This Leading Service Agreement ("LSA") sets out the general terms and conditions under which WSDOT provides and the Participant receives the Virtual Coordination Center services. Service specific terms and details will be set forth in a Terms of Participation ("TOP") for each Participant. All TOP are incorporated as addenda to this Leading Service Agreement. As used herein, "Agreement" means this LSA, the TOP, and any additional incorporated documents indicated via the TOP. Any capitalized term that is not defined in this LSA shall have the meaning provided in the TOP or *Addendum A – Data Sharing Addendum*, as applicable.

This LSA supersedes the VCC Pilot Phase Interlocal Agreement and all associated Data Sharing Agreements between WSDOT and each Participant.

AGREEMENT

1. **Term.** This Agreement is effective on the date of execution of a corresponding TOP by WSDOT and the Participant and remains in full force and effect until terminated by either party in accordance with the termination provision herein.
2. **Payment.**
 - 2.1. **Service Charges.** There are no service charges to be a Participant of the VCC.
 - 2.2. Participant hereby agrees to operate and maintain its own independent system that will provide and/or receive near real-time data relevant to traffic impacts to/from the cloud-based software system to be shared with other Participants through the VCC. Each Participant shall, at its sole cost and expense, acquire, own, and maintain all equipment, hardware, and software for Participant's system that interfaces to the Cloud.
 - 2.3. WSDOT shall be solely responsible for obtaining any license agreements or contracts with third parties as needed to provide, operate, and maintain the VCC in a manner that complies with the terms and conditions of this Agreement.
 - 2.4. WSDOT will not enter into any third-party contracts that require payment of costs by Participant(s) without the prior written approval of said Participant(s).

3. Participant and WSDOT Responsibilities.

- 3.1. Participant acknowledges that the operation of the VCC requires good faith participation from each Participant. This includes operating and maintaining Participant's own independent system that can provide and/or receive real-time data to/from the Cloud to be shared with other Participants through the VCC.
- 3.2. The Participant further acknowledges that the VCC requires each Participant to designate staff to support and/or interface with the VCC, including, but not limited to monitoring and coordinating with other Participants to respond to and endeavor to quickly clear roadway incidents and reduce congestion in their respective geographic areas.
- 3.3. Participant will be responsible for the costs of its own qualified staff necessary to perform the work within its organization to participate with the VCC according to the terms of the Agreement. Participant staff shall be considered employees of the respective Participant for all purposes.
- 3.4. Participant shall comply with applicable laws and regulations and the terms of the *Addendum A- Data Sharing Addendum* which shall be applicable to all data exchanged among Participants through the VCC. Each Participant shall ensure that it has in effect such safeguards, processes, and procedures as are reasonably necessary to protect the security of data exchanged among Participants through the VCC and to limit the use of data exchanged for purposes of the VCC, and which comply with *the Addendum A – Data Sharing Addendum*, applicable data protection and privacy laws.
- 3.5. Participant shall coordinate and cooperate in good faith with other Participants and WSDOT in a manner that will promote integration, synergism, and efficiency among the Participants and in the operation of the VCC as outlined in the Agreement.
- 3.6. Each Participant shall respond to its own public disclosure requests as required by the Public Records Act.
- 3.7. Each Participant shall maintain insurance, or a self-insured program, during the term of this Agreement. Without limiting any Participant's defense and indemnification obligations under this Agreement, each Participant shall maintain in force, at all times during the term of this Agreement, a policy, or policies of Commercial General Liability insurance with limits not less than \$1 million with insurance carriers authorized to do business in the state of Washington, which have a Best's rating of no less than A. If a Participant is self-insured, or is a Participant of a self-insurance pool, a certification of self-insurance covering the potential liabilities of the Participant under this Agreement shall constitute compliance with this insurance requirement.
- 3.8. Participant agrees to the terms of this LSA and *Addendum A- Data Sharing Addendum* and the TOP when providing real time data to the VCC.
- 3.9. In addition to the roles and responsibilities designated to WSDOT in other sections of this Agreement, WSDOT shall not authorize any other agency to use or access the VCC and Participant data unless that agency is a public agency that has also executed the LSA, the TOP, and Addendum A substantially in the same form as that executed by each Participant, with only minor and non-substantive modifications that do not adversely impact any other Participant or substantively conflict with the terms of another Participant's agreement. Additionally, WSDOT shall provide each Participant with updated information identifying each agency Participant in the VCC. WSDOT shall ensure that its contracts with the cloud providers limit the providers' use of or access to VCC data to uses necessary to provide and maintain the cloud and for no other purpose.

4. **Consideration.** The operation and maintenance of the VCC is intended to provide mutual benefits to the Participants by (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents. By entering this Agreement, WSDOT and the Participant(s) acknowledge and agree that the mutual benefits of the VCC are sufficient consideration to bind the parties to the terms of this Agreement.

5. Organization. The operation and maintenance of the VCC shall be carried out through the following organizational structure.

- 5.1. **Participant Executives/Signing Authority** – As indicated in *Exhibit A: Key Personnel*, Executives and/or the Signing Authority for each Participant shall act as the principal decision maker for the Participant's involvement with and within the VCC. This includes but is not limited to:
- Providing and facilitating the sharing of CAD feeds if available (the executive/signing authority may delegate this function);
 - Providing and facilitating the sharing of CCTV feeds if available (the executive signing authority may delegate this function).
 - Acting as the signer for the Agreement.
- 5.2. **VCC Agency (Participant) Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contact is a designated individual within the Participant Agency that works as the intermediary between the VCC and the Participant. Their duties would include but not be limited to:
- Act as agency subject matter expert for the VCC.
 - Participate in associated JOG (Joint Operations Group) meetings as the principle VCC representative for their Agency.
 - Responsible for identifying and communicating with agency stakeholders including but not limited to Information Technology ("IT") contacts, VCC users, Executive/Signing Authority.
 - Fostering and participating in VCC workgroups.
- 5.3. **VCC Agency (Participant) IT Contact** – As indicated in *Exhibit A: Key Personnel*, The VCC Agency IT Contact is responsible for facilitating the technical aspects of sharing data when applicable as covered under *Addendum A- Data Sharing Addendum*. This includes providing the necessary API to facilitate participant agency computer aided dispatch feed propagation into the VCC. Coordination with the WSDOT Incident Management Coordinator, WSDOT IT Project Manager, and WSDOT IT will be necessary to complete this task.
- 5.4. **VCC Agency (Participant) Contract Administrator**- As indicated in *Exhibit A: Key Personnel*, The VCC Agency Contract Administrator is responsible for coordinating review and facilitating the signing of all VCC agreements. They will coordinate with their respective internal staff and the WSDOT VCC Contract Administrator on all VCC related contract documents.
- 5.5. **WSDOT VCC Program Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Program Manager is responsible for facilitating the introduction of the agreement to an agency and works to coordinate jurisdictional and agency approval.
- 5.6. **WSDOT Incident Management Coordinator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT Incident Management Coordinator is responsible for ongoing contact and coordination with the VCC Agency Contact. This coordination includes but is not limited to utilization of VCC workgroups to address technical needs in coordination with the WSDOT IT Project Manager. This individual is also responsible for the initial training of VCC Agency Contacts.
- 5.7. **WSDOT VCC Contract Administrator** – As indicated in *Exhibit A: Key Personnel*, The WSDOT VCC Contract Administrator is responsible for drafting, coordinating review, and facilitating the signing of all VCC agreements. They will coordinate with the VCC Contract Manager, VCC Agency Contact, Agency Executive/Signing Authority on all VCC contractual issues and resolutions.
- 5.8. **WSDOT IT Project Manager** – As indicated in *Exhibit A: Key Personnel*, The WSDOT IT Project Manager is responsible for the coordination all program maintenance and updates to the VCC web application. This individual will coordinate with WSDOT IT in order to accomplish these goals.

- 5.9. **WSDOT IT** – The WSDOT IT Developer is responsible for addressing program changes, updates and maintenance as assigned by the WSDOT IT Project Manager.
- 5.10. **VCC User** – The VCC user is responsible for actively monitoring and contributing to the VCC during both normal day to day operations as well as during a time in which an incident model is activated. While interacting with the VCC, the VCC user is responsible for following their own agency's policies wherever appropriate.
- 5.11. **VCC Workgroups** – VCC Workgroups are to be individuals identified by the VCC Agency Contact to be a key user. These key users work together as well as with the WSDOT Incident Management Coordinator and the WSDOT IT Project Manager to identify, test, and comment on changes and improvements within the VCC.

6. **Data.**

- 6.1. Each Participant that provides data to the VCC is solely responsible to provide Participant data related to traffic impacts as determined by Participant in its discretion. Each Participant shall manage its own data source systems necessary to support the VCC. Each Participant shall own and retain all rights to their data source systems. Nothing herein is intended to or shall be construed as granting other Participants any rights to another Participant's data source system.
- 6.2. Each Participant owns and retains all rights to the data it provides to the VCC. Nothing herein is intended to or shall be construed as granting WSDOT or other Participants any rights to WSDOT's or another Participant's data, except such limited use rights as are necessary for purposes of the VCC as described in the TOP, this LSA, and Addendum A.
- 6.3. Each Participant reserves all right, title, and interest (including all intellectual property and proprietary rights) in and to its Participant data, including any of Participant's data that is produced pursuant to any processing that occurs on the WSDOT/VCC systems. Each Participant will retain all responsibility for compliance with the applicable retention and other regulatory requirements applicable to Participant's source data. In the event that WSDOT/VCC services are required to meet those obligations, the parties will execute an amendment to the Terms of Participation to state the specific obligations. Otherwise, WSDOT will keep the data confidential to the extent allowed by law and may use the data solely for the purposes of providing VCC services to the Participant.
- 6.4. If there is a security breach involving Participant data, WSDOT will notify the Participant immediately upon discovery and provide the Participant with the information needed about the breach necessary to meet the Participant's responsibilities and business needs.
- 6.5. Participant, its contractors, employees, agents or other third parties may not download, use, or otherwise export or re-export any Software associated with a VCC service provided by WSDOT or any underlying information or technology except in full compliance with all United States and other applicable foreign laws and regulations.
- 6.6. All VCC intellectual property and related material that is developed or produced by WSDOT or by its contractors and consultants and at its expense will be the property of WSDOT. The Participant is granted a non-exclusive limited-use license of this intellectual property for the purpose of participation in the VCC under the terms of the Agreement.
- 6.7. The VCC title, copyright, intellectual property rights and distribution rights of the VCC intellectual property, other than Participant data, remain exclusively with WSDOT.
- 6.8. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Records and Audit.**

- 7.1. WSDOT and the Participant to this Agreement shall each maintain books, records, documents, and accounting records relating to the VCC in compliance with their own legal and policy requirements.

- 7.2. Each Participant providing data for publication or sharing through the VCC, including WSDOT, shall enter into a Data Sharing Agreement (*Addendum A- Data Sharing Addendum*) prior to transmitting any such records to the VCC. Data furnished by a Participant pursuant to this Agreement remain the property of the furnishing Participant, subject to the Participant's document retention policies, unless otherwise agreed to in writing. Each Participant shall use reasonable security procedures to protect data accessed or viewed through the VCC from unauthorized disclosure. Notwithstanding the foregoing, the Participants acknowledge that all Participants are subject to chapter 42.56 RCW, the Public Records Act.
- 7.3. Each Participant shall ensure that access to the VCC is kept strictly limited to only a select group of Authorized Users (defined in *Addendum A – Data Sharing Addendum*). Each Participant agrees that only Authorized Users may access the VCC, and any use by any unauthorized user will constitute unauthorized use by the Participant agency. A Participating agency and WSDOT shall revoke the authorization of any employee to access the VCC no later than two (2) days after that employee no longer occupies the position or is no longer authorized to access the VCC.
- 7.4. Each Participant agrees to inform WSDOT of any unauthorized use immediately, not to exceed eight (8) hours, after first learning of such unauthorized use. Unauthorized use is when an individual who is not an Authorized User accesses the VCC platform. Notification of the unauthorized use shall be made to other Participant agencies by WSDOT as deemed appropriate.
- 7.5. Computer Aided Dispatch Data (CAD feed) is provided in real or near real time to the VCC by Participants. This data is filtered for information that pertains to traffic event types. The filtered data will then generate an Event in the VCC application. "Event" means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as "Vehicle Accident". These Events could trigger an Incident Model depending on defined criteria. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the user Interface and not seen. It will reside in the database for 30 days, then is deleted. If the event meets incident criteria, then an Incident Model is automatically generated by the VCC application. "Incident Model" or "Incident" is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants. Incident Models can also be created by Authorized Users. Once this Incident Model is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention policies. Incident Model(s) will not be saved except for quality control and diagnostic purposes, but in no event longer than thirty (30) days after an Incident Model is closed. After the report is sent, the Incident Model data is deleted from the VCC application.

8. Indemnity.

- 8.1. It is the intent that WSDOT and each Participant shall be responsible for all liabilities, costs, claims, injuries, and damages provided for by law to the extent resulting from that party's own negligence and the negligence of that party's officers, employees, and contractors. To the extent allowable by law, WSDOT and each Participant individually shall protect, defend, indemnify, and save harmless each other Participant, its officers, officials, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, resulting from the negligent acts or omissions of its officers, officials, employees, contractors, and agents, acting within the scope of their employment, and arising out of or in connection with the performance of this Agreement.
- 8.2. To the extent allowable by laws and regulations, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of more than one Participant or from the concurrent negligence of WSDOT and one or more Participant(s), including their respective officers, officials, employees, contractors, and agents, WSDOT's or an individual

Participant's liability hereunder shall be only to the extent of that Participant's negligence, or the negligence of that Participant's officers, officials, employees, contractors and agents.

- 8.3. It is further specifically and expressly understood that the indemnification provided herein constitutes WSDOT's and the Participant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely as to the other Participants and solely for the purpose of this indemnification provision. This limited waiver has been mutually negotiated by WSDOT and the Participants.
- 8.4. The Participants and WSDOT agree that the VCC does not supplant or change any existing Participant and WSDOT obligations or defenses related to traffic incidents.
- 8.5. Software, Applications, computer programs and other software system furnished to Participant by WSDOT at no charge to Participant are furnished on an "as is" basis with no representations or warranties regarding use or results.
- 8.6. This Section 8 shall survive expiration or termination of this Agreement.

9. Legal Relations.

- 9.1. **Notice of Dispute.** Participant will promptly notify WSDOT of disputes regarding invoices, or of services which Participant believes do not conform with the agreed upon terms of this Agreement, within 30 calendar days of Participant's discovery that services do not conform with the requirements of this Agreement, including Addendum A or a TOP. Participant's failure to give written notice within 30 calendar days after the Participant's discovery that WSDOT's performance of services does not conform to the requirements of this Agreement constitutes waiver of any objection to services.
- 9.2. **Dispute Resolution.** When a dispute arises concerning provision of the VCC or this Agreement, the parties will first attempt to negotiate a mutually satisfactory solution. In the event the dispute cannot be resolved between the parties, they may agree to an alternative dispute resolution process. WSDOT and the Participant agree to proceed diligently with the performance of services requested under any TOP while any dispute is pending. WSDOT will use good faith efforts to cause other Participants who have signed a TOPS with WSDOT to participate in dispute resolution where the dispute concerns any other Participant's activities related to the VCC.

10. Termination.

- 10.1. **Termination for Convenience.** Either WSDOT or a Participant may terminate this Agreement upon 30 calendar days written notice to the other.
- 10.2. **Termination for Cause.** If for any cause, Participant or WSDOT does not fulfill in a timely and proper manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 15 business days or by a later deadline as agreed to by both parties. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

11. General.

- 11.1. **Recitals, Exhibits and Attachments.** The recitals of this Agreement are hereby incorporated into this Agreement. All exhibits, addendum, attachments, and documents referenced in this Agreement are hereby incorporated into this Agreement.
- 11.2. **Independent Capacity.** The relationship of WSDOT and the Participants shall be that of independent contractors. This Agreement does not create any joint employees. The employees or agents of each Participant and WSDOT who are engaged in the performance of this Agreement shall continue to be employees or agents of the Participant and WSDOT, as applicable, and shall not be considered for any purpose to be employees or agents of the other or any other Participant.

- 11.3. **Assignment.** Neither this Agreement, nor any rights created by it, may be assigned, or transferred.
- 11.4. **Assurances.** The Participants agree that all activity pursuant to this Agreement shall be in accordance with all applicable Federal, State, and local laws, rules, and regulations as they currently exist or as amended. Participants acknowledge by signature hereto that all such applicable laws, rules, and regulations are known and are currently followed.
- 11.5. **Interpretation.** The titles to articles and sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 11.6. **Amendments.** Subject to Section 3.9, this Agreement may be amended by WSDOT upon written notice to the Participants within fifteen (15) business days. Participants will have fifteen (15) business days to respond to the proposed changes. After fifteen (15) business days, WSDOT will update this Agreement with the amended language and notify the Participants. Using the VCC after the 15 business -day response period indicates acceptance of the modified Agreement.
- 11.7. **Waiver.** A failure by any Participant to exercise its rights under this Agreement shall not preclude that Participant from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the Participant and attached to the Agreement.
- 11.8. **All Writings Contained Herein.** This Agreement, including the TOP, Data Sharing Agreement (*Addendum A – Data Sharing Addendum*) of each Participant, and all other documents and agreements incorporated by reference, contains all the terms and conditions agreed upon by the Participants. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Participants.
- 11.9. **Choice of Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, without giving effect to its choice of law rules or conflicts of law provisions. Venue of any action brought under this Agreement shall be in Superior Court for Thurston County, provided that venue for any action arising under the defense and indemnification obligations of this Agreement shall be in the jurisdiction of the underlying action.
- 11.10. **Severability.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
- 11.11. **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Participants agree to comply with, and to require that all subcontractors comply with, Federal, State, and local nondiscrimination laws, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, to the extent those laws are applicable to the subject matter of this Agreement.
- 11.12. **Anti-kickback.** No officer or employee of WSDOT or the Participants, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire any interest in the Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

End of Leading Service Agreement.



Virtual Coordination Center Terms of Participation Contract

WSDOT's Virtual Coordination Center service is subject to and governed by the separate Leading Service Agreement (LSA). This Terms of Participation Agreement (TOP) and LSA is entered into between City of Gold Bar (Participant) and WSDOT for the provision of the Virtual Coordination Center (VCC) services. In the case of a conflict between the LSA and this TOP issued hereunder, the TOP will prevail.

1. **Term:** This TOP shall be effective upon final date of signature and have an indefinite term, unless terminated in accordance with Section 10 of the LSA.
2. **Binding Effect:** Upon execution of this TOP by the parties, below, WSDOT and Participant shall be bound by all of the terms and conditions of the LSA.
3. **WSDOT Services:** WSDOT agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, WSDOT agrees to perform the following services:
Offer limited-use access to the VCC. Operate and maintain the VCC in order to provide the mutual benefits to Participant. WSDOT will provide Traffic Management Center Log Data for situational awareness within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
4. **Participant Services:** Participant agrees to perform the services and participate in the VCC in accordance with the terms of the LSA, Participant agrees to perform the following services:
Utilize and collaborate with/within the VCC. Operate and maintain its independent system that allows for utilization and collaboration within the VCC. Work towards (i) improving the efficiency and safety of travel; (ii) reducing secondary crashes on state highways and local streets; (iii) improving coordinated emergency responses to facilitate disaster responses and clearing of roadway incidents; and (iv) improving regional mobility during incidents.
5. **Pricing:** This is a non-financial agreement (NFC).
6. **Participant Key Personnel:** See Exhibit A: Key Personnel
7. **WSDOT Key Personnel:** See Exhibit A: Key Personnel
8. **Incorporated Contract Documents:** This Agreement shall be inclusive of the following:

Leading Service Agreement	☒
Terms of Participation	☒
Exhibit A: Key Personnel	☒
Exhibit B: Participant Roster	☒
Addendum A: Data Sharing Addendum	☒
Attachment A: Data Licensing Statement	☐

9. **Counterparts:** This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Participant, for all purposes.



10. **Agreement to be Filed:** The Participants shall each file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided this Agreement shall be immediately effective upon the filing and publication by any one Participant. The failure of any Participant to comply with this requirement shall not invalidate this Agreement.
11. **Authority to Bind:** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

WSDOT Signature	Date	Participant Signature	Date
Print Name		Print Name Steve Yarbrough	
Title		Title Mayor	



Addendum A

Data Sharing Addendum to Virtual Coordination Center Leading Service Agreement

The purpose of this Data Sharing Addendum (DSA) is to identify, describe, and protect Data and any Confidential Information that may be disclosed by a Participant to WSDOT and other Participants during the provisioning of WSDOT services pursuant to the Leading Service Agreement (LSA) and executed Terms of Participation (TOP).

In the event of a conflict between any term in the DSA with any term in either the LSA or the TOP, the TOP will take precedence.

1. Definitions

- “Authorized User” means an individual or individuals with an authorized business need to access Confidential Information under this DSA, the LSA, or TOP.
- “CAD” means computer aided dispatch.
- “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws.
- Confidential Information comprises both Category 3 and Category 4 Data as described in Section 3, Data Classification, which includes, but is not limited to, Personal Information.
- “Data” means the information that a Participant may disclose, or exchange as described by this DSA, which may include Confidential Information if a Participant so chooses.
- “Disclosing Party” means the Participant disclosing Data, which may include Confidential Information, pursuant to this DSA, and includes the Participant’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “Disclose” or “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- “Event” means CAD data about an occurrence that is transmitted to WSDOT from Participants for things that could impact traffic such as “Vehicle Accident”. These Events could trigger an Incident Model depending on defined criteria.
- “Incident Model” or “Incident” is what is generated from an Event that has met a given criteria that significantly impacts traffic and allows participating agencies who have signed the LSA and TOP to compile and communicate Incident data with Participants.
- “Participant” means the referenced Agency that has executed a TOP.

- “RCW” means the Revised Code of Washington. All references in this DSA to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- “Regulation” means any federal, state, or local regulation, rule, or ordinance.
- “Receiving Party” means WSDOT and a Participant receiving Data, which may include Confidential Information, pursuant to this DSA. Receiving Party includes WSDOT and Participants, the Authorized Users, and the entity’s owners, members, officers, directors, partners, trustees, employees, and Subcontractors and their owners, members, officers, directors, partners, trustees, and employees.
- “User Interface” means the part of the VCC application that a user sees and interacts with.

2. Description of Data

The Data that may be shared with and through VCC may include Participant Data that is transmitted pursuant to WSDOT’s provisioning and Participant’s use of the Virtual Communications Center (“VCC”).

3. Data Classification

The State classifies data into categories based on the sensitivity of the data pursuant to the Washington state Security Policy and Standards. A Participant may, in Participant’s discretion, elect to transmit Confidential Information to WSDOT that is classified as Category 3 or Category 4 during the provisioning and use of WSDOT services.

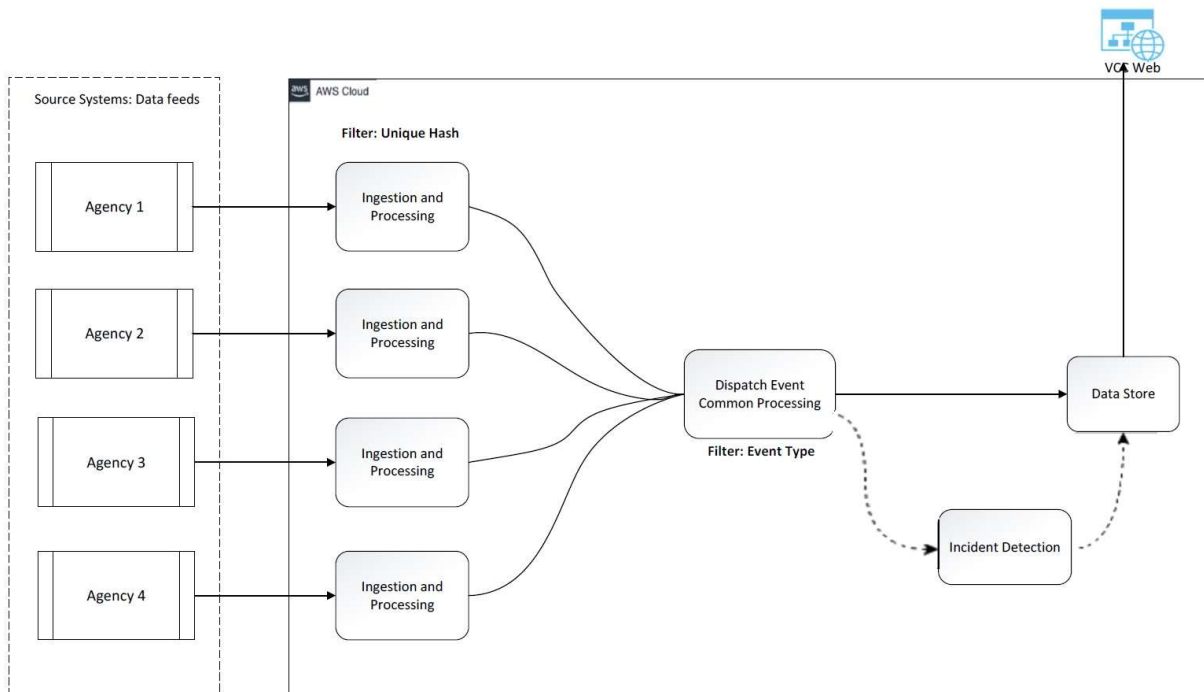
Depending on Participant’s use of WSDOT’s services, and without limitation, this Confidential Information may include the following:

- Protected health information
- Information that may lead to serious consequences in the event of unauthorized disclosure, such as threats to health and safety or legal sanctions.
- Student education records.
- Personal information, including social security numbers, driver’s license numbers, or financial account numbers.
- Information regarding infrastructure and security of computer and telecommunication networks.
- Information in personnel files, including residential addresses and phone numbers, personal wireless phone numbers and email addresses, or emergency contact information.

A Participant may elect to transmit Data from which Confidential Information has been removed. However, for the purpose of this Data Sharing Addendum, all Data shared

between Participants through the VCC is considered Category 2, Sensitive Information. Category 2 data is sensitive information that may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

The figure below represents the Ingestion and Processing steps depicting how data is received, scrubbed, and subsequently uploaded into the VCC.



When Data is shared to the VCC via its transmission method by Participant, it is automatically scrubbed for any Personally Identified Information/Confidential Information prior to its access by any other Authorized Users of the VCC or employees of The Receiving Party. Data with any identifiers categorized as Category 3 or Category 4 data classification is removed or “Scrubbed”.

4. Mutual Consent

Participants acknowledge that by sharing their Data in respect to operating and maintaining the VCC, once Data is transmitted to the VCC, all Data is aggregated for VCC functionality. This aggregated Data is used by the Participants and each Participant is thus authorizing mutual consent for all Participants to access the Data pursuant to the LSA and terms in this Data Sharing Addendum.

5. Constraints on use of Data



The Data being shared is owned by the Participant that created it.

This DSA does not constitute a release of the Data for the Receiving Party's or any Participant's discretionary use. The Receiving Party must use the Data received or accessed under this DSA only to carry out the purpose of this DSA, the LSA, and TOP. Any analysis, use, or reporting of Data that is not within the purpose of this DSA, the LSA, TOP, or other data sharing agreement is not permitted.

Participants further acknowledge and agree that all Data received or accessed under this DSA shall not be used in manner that contravenes Executive Order 17-01 and Participants shall adhere to RCW 10.93.160.

6. Security of Data

6.1 Data Protection

The Receiving Party will protect all Confidential Information gained by reason of this DSA against unauthorized use, access, disclosure, modification, or loss. This duty requires The Receiving Party to employ reasonable security measures, which include restricting access to the Confidential Information by:

Redaction of data "Scrubbing" for any Confidential Information transmitted from Participant.

Allowing access only to Authorized Users.

Physically securing any computers, documents, or other media containing Confidential Information.

6.2 Data Security Standards

The Receiving Party will comply with the Data Security Requirements set out in the Washington state Security Policies which are hereby incorporated by reference into this DSA.

6.3 Data Disposition

CAD Data (CAD feed) is provided in near real time to the VCC by Participants. This data is filtered for information that pertains to traffic and mobility via Event types. The filtered data will then generate an Event in the VCC application. This data is held for 2 hours unless an update to that feed occurs. After 2 hours of no updates, this data will be filtered out of the User Interface and not seen. It will reside in the database for 30 days, then is deleted. If the Event meets Incident criteria, an Incident Model is automatically generated. Incident Models can also be generated by authorized Participants. Once this Incident is closed, and 30 days has passed, the Incident Model information is compiled into a report and sent to the providing Participant to apply their respective retention



policies per Section 7 “Records and Audit” of the LSA. After the report is sent, the Incident Model data is deleted from the VCC application.

6.4 Location of Data

All data, including cloud storage data will be housed in the continental United States.

7. Data Confidentiality and Non-Disclosure

7.1 Data Confidentiality

The Receiving Party will not use, publish, transfer, sell, or otherwise disclose any other Participant’s Confidential Information gained by reason of this DSA.

7.2 Non-Disclosure of Data

The Receiving Party will ensure that all its Authorized Users who will have access to the Data described in this DSA are Authorized Users and made aware of the use restrictions and protection requirements of this DSA before gaining access to the Data identified herein. The Receiving Party will also instruct and make any new employee aware of the use restrictions and protection requirements of this DSA before they gain access to the Data.

If law enforcement contacts The Receiving Party with a demand for Confidential Information, The Receiving Party will attempt to redirect the law enforcement agency to request that Data directly from Participant. If compelled to disclose or provide access to any Confidential Information to law enforcement, The Receiving Party will promptly notify Participant and provide a copy of the demand unless legally prohibited from doing so.

7.3 Penalties for Unauthorized Disclosure of Data

State and federal laws may prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

8. Maintenance of Records

All Parties must maintain records pursuant to Section 7, “Records and Audit” of the LSA.

9. Responsibility

Each Participant will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this DSA, including any unauthorized access, use, or disclosure of Confidential Information and as described in more detail under Section 8 of the LSA. No Participant will be considered the agent of another Participant, and no Participant assumes any responsibility to another Participant



for the consequences of any act or omission of any person, firm, or corporation not a party to the LSA.

10. Severability

The provisions of this DSA are severable. If any provision is held invalid by any court of competent jurisdiction, that invalidity will not affect the other provisions and the invalid provision will be considered modified to conform to the existing law.

11. Survival Clauses

The following terms and conditions in this DSA shall survive the expiration or termination of a Participant's TOP of the LSA: Constraints on Use of Data, Security of Data, Data Confidentiality and Non-Disclosure, Maintenance of Records, and Responsibility.

13. Waiver

Waiver of any breach or default on any occasion will not be deemed to be a waiver of any subsequent breach or default. Any waiver must be express and in writing by an authorized representative of the waiving party and will not be construed to be a modification of the terms and conditions of this DSA, TOP or the LSA.

14. Data Licensing Statement

The Data Licensing Statement is incorporated into this Agreement under Attachment A, Data Licensing Statement. The Data Licensing Statement must minimally contain the following information:

- A). Identification of the purpose of the file;
- B). Description of the roles and responsibilities of each Party;
- C). Identification of transmission method; and
- D). Identification of File Layout.



**Virtual Coordination Center
EXHIBIT A: Key Personnel**

**WSDOT NO. K1795-0-6
City of Gold Bar**

**Only the Contracting Signature Authority identified below is authorized to bind their agency.*

WSDOT Contract Signatory Authority*	Matthew Modarelli CIO & Director- TSD 7345 Linderson Way SW Tumwater, WA 98501 360-705-7601 Matthew.Modarelli@wsdot.wa.gov	Erik Jonson Technical Services Director 310 Maple Park AVE SE Olympia, WA 98501 360-705-7271 Erik.Jonson@wsdot.wa.gov
City of Gold Bar Participant Signatory Authority*	Steve Yarbrough Mayor City of Gold Bar 107 5 th St Gold Bar WA 98251 425-238-2655 mayor@cityofgoldbar.us	
City of Gold Bar Participant Contract Signatory Additional Contact (i.e. executive assistants, confidential secretary, etc)	Lisa Stowe Clerk - Treasurer 107 5 th Street Gold Bar WA 98251 360-793-1101 Clerk.treasurer@cityofgoldbar.us	
WSDOT VCC Program Manager	Deanna Brewer Incident Management Program Manager 310 Maple Park AVE SE Olympia, WA 98501 360-705-7411 Deanna.Brewer@wsdot.wa.gov	
City of Gold Bar VCC Participant Contact	Rich Norris Public Works Director 107 5 th St Gold Bar WA 98251 425-238-4649 r.norris@cityofgoldbar.us	
WSDOT Incident Management Coordinator	Aisha Dayal Incident Management Coordinator 310 Maple Park AVE SE Olympia, WA 98504 564-233-9384 aisha.dayal@wsdot.wa.gov	
WSDOT IT Project Manager	Brent Quebedeaux IT Project Manager 7345 Linderson Way SW Tumwater, WA 98501 360-705-7762 Brent.Quebedeaux@wsdot.wa.gov	



City of Gold Bar VCC Participant IT Contact	Steve Yarbrough Mayor City of Gold Bar 360-793-1101 mayor@cityofgoldbar.us
WSDOT Contract Administrator	Administrative Contracts Office 7345 Linderson Way SW Tumwater, WA 98501 360-705-7661 admincontracts@wsdot.wa.gov
City of Gold Bar VCC Contract Administrator	Lisa Stowe Clerk Treasurer 107 5 th St Gold Bar WA 98251 360-793-1101 Clerk.treasurer@cityofgoldbar.us





**Virtual Coordination Center
EXHIBIT B: Participant Roster**

WSDOT NO. K1795-0-6
City of Gold Bar

Washington State Department of Transportation Providing Data: Yes ☒ No ☐	City of Seattle Providing CAD Data: Yes ☒ No ☐
Washington State Patrol Providing CAD Data: Yes ☒ No ☐	Sound Transit Providing CAD Data: Yes ☐ No ☒
King County Metro Providing Data: Yes ☒ No ☐	City of Newcastle* Pending Execution* Providing CAD Data: Yes ☐ No ☒
City of Gold Bar Providing CAD Data: Yes ☐ No ☒	<Agency Name> Providing CAD Data: Yes ☐ No ☐

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, June 17, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Councilmember Sears and Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Russell moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough thanked Councilmember Russell for facilitating the previous meeting. A new resident complimented Office Manager Beaston for making her feel welcome to the city and said she is a great representative of the city. The opioid treatment van is getting repaired and there are staffing issues. Gold Dust Day will be July 26 and needs sponsorships.

STAFF REPORT

Chief Whalen reviewed calls, including some with large response teams and firearms. Deputies are dealing with illegal ATVs. There are upcoming personnel changes and the Sheriff's Department overall has staffing deficits. He talked about the increase in 911 hangup calls due in part to technology and the ability to accidentally dial with cell phones. There was brief discussion.

Director Norris presented the final design for a crosswalk from the Department of Transportation. There was discussion around construction, the lack of a flashing light, concerns about turning, and if radar signs could be used. He also gave an update on the Orchard Avenue project and talked about old water lines that were found to still be active.

Office Manager Beaston reminded people about the risk of animals in hot cars, that fireworks are illegal within city limits, to keep an eye on animals during the 4th of July holiday, and that city hall will be closed June 19th.

COUNCIL COMMENTS

Councilmember Sears thanked Office Manager Beaston for her help with new residents, and thanked staff for their hard work.

Councilmember Lie talked about ATVs, Snohomish County Tomorrow, and Sound Transit.

Councilmember Martin talked about the disposition of fire crews and thanked Chief Whalen and Office Manager Beaston for their work.

Councilmember Russell also thanked Office Manager Beaston as well as Director Norris for his work with signage in the city.

Councilmember Craig also thanked Office Manager Beaston and Chief Whalen for their work and talked about the early alert warning system.

CITIZEN COMMENTS - none

CONTINUED BUSINESS - none

NEW BUSINESS

Ordinance #783, Assessments. Ordinance #783 was presented for an introduction and first reading. After discussion, Councilmember Russell moved to accept Ordinance #783 for an introduction and first reading, with the possibility of amendments at the second reading, and with a second by Councilmember Sears, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie talked about traffic at 4-way intersections.

Councilmember Martin reminded people to be aware of fire danger.

Councilmember Russell talked about the dangers of Eagle Falls.

MINUTES APPROVAL

Councilmember Sears moved to approve the June 3rd, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38470 through 38496 with \$41,136.92 for claims and \$1,200.00 for payroll and taxes, for a grand total of \$42,336.92 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried, and the meeting was adjourned at 7:47 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1158	06/24/2025	Payroll	7	38497	Richard L Baker	4,283.65	
1159	06/24/2025	Payroll	7	38498	Denise J Beaston	3,398.03	
1160	06/24/2025	Payroll	7	38499	Krystal Craig	6.11	
1161	06/24/2025	Payroll	7	38500	Lance Hunt	3,315.03	
1162	06/24/2025	Payroll	7	38501	Chuck Lie	91.11	
1163	06/24/2025	Payroll	7	38502	Florence D Martin	91.11	
1164	06/24/2025	Payroll	7	38503	Richard D Norris	5,449.38	
1165	06/24/2025	Payroll	7	38504	Lee Russell	91.11	
1166	06/24/2025	Payroll	7	38505	Jordan Sears	91.11	
1167	06/24/2025	Payroll	7	38506	Timothy M Shiers	3,533.93	
1168	06/24/2025	Payroll	7	38507	Arthur Stowe	2,263.33	
1169	06/24/2025	Payroll	7	38508	Lisa M Stowe	4,950.99	
1170	06/24/2025	Payroll	7	38509	Steven Yarbrough	911.12	
1171	06/24/2025	Payroll	7	38510	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 06/24/2025 To 06/24/2025 - WDS PLAN D; Pay Cycle(s) 06/24/2025 To 06/24/2025 - Basic Life; Pay Cycle(s) 06/24/2025 To 06/24/2025 - HealthFirst; Pay Cycle(s) 06/24/2025 To 06/24/2025 - VSP
1172	06/24/2025	Payroll	7	E38511	Coastal Community Bank	10,645.02	941 Deposit for Pay Cycle(s) 06/24/2025 - 06/24/2025
1173	06/24/2025	Payroll	7	38512	Dept Of Retirement Systems	5,999.20	Pay Cycle(s) 06/24/2025 To 06/24/2025 - PERS 2
1174	06/24/2025	Payroll	7	38513	MissionSquare	75.00	Pay Cycle(s) 06/24/2025 To 06/24/2025 - ICMA
1176	06/30/2025	Payroll	7	38514	Dept Of Labor And Industries	3,086.72	2ND Quarter L&I: 04/01/2025 - 06/30/2025
1177	06/30/2025	Payroll	7	38515	Employment Security Dept	230.11	2nd Quarter Unemployment: 04/01/2025 - 06/30/2025
1183	07/01/2025	Claims	7	38516	AM Test, Inc.	25.00	
1184	07/01/2025	Claims	7	38517	Amazon Capital Services	195.29	
1185	07/01/2025	Claims	7	38518	Builders Exchange Of Washington Inc	47.55	Orchard
1186	07/01/2025	Claims	7	38519	Core & Main LP	2,208.54	
1187	07/01/2025	Claims	7	38520	Snohomish County Dept Of Emergency Management	831.50	Q3 2025
1188	07/01/2025	Claims	7	38521	Evergreen Rural Water	375.00	Annual Fall Conference
1189	07/01/2025	Claims	7	38522	John Galt	801.50	Peksanli
1190	07/01/2025	Claims	7	38523	Kelley Connect Co.	201.32	
1191	07/01/2025	Claims	7	38524	Charles H Myers	185.00	June 2025
1192	07/01/2025	Claims	7	38525	National Barricade Co. LLC	1,052.27	
1193	07/01/2025	Claims	7	38526	Power Systems West	3,956.80	
1194	07/01/2025	Claims	7	38527	Puget Sound Energy	55.47	
1195	07/01/2025	Claims	7	38528	Radarsign, LLC	8,470.15	Law Enforcement Equipment
1196	07/01/2025	Claims	7	38529	Sno County Auditor	18.00	Lien
1197	07/01/2025	Claims	7	38530	Sno County District Court	1,256.35	
1198	07/01/2025	Claims	7	38531	Sno County PUD	1,642.41	
1199	07/01/2025	Claims	7	38532	Sno County Sheriff's Office	704.08	
1200	07/01/2025	Claims	7	38533	Verizon Wireless	262.93	
1201	07/01/2025	Claims	7	38534	WA State Treasurer	281.40	
1202	07/01/2025	Claims	7	38535	Ziply Fiber	124.73	
001 General Government 101 City Street						35,201.28 3,756.97	

CHECK REGISTER

City Of Gold Bar

Time: 07:40:32 Date: 06/26/2025

06/18/2025 To: 07/01/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		104 Street Impact Fee Fund				149.00	
		401 Water Operating				30,320.00	
		403 Water Capital Improvement				47.55	
		415 Stormwater Fund				9,547.70	
		633 Agency Fund				281.40	
							Claims: 22,695.29
						79,303.90	Payroll: 56,608.61

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

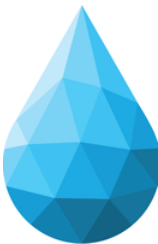
DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, July 15, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
NEW BUSINESS			
1. DEM PRESENTATION			
2. NATIONAL NIGHT OUT – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		July 1, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38536 - 38560	\$542,023.39	\$2,697.12	\$544,720.51
ADJOURNMENT			

ESTIMATE

A&H Well Services LLC
2710 Quarry Browns Lake Rd
Chewelah, WA 99109

andrew@aandhwellservices.com
+1 (509) 953-7458
https://www.ahwellservices.com



Bill to
City of Goldbar
107 5th St
Gold Bar, WA 98251 USA

Estimate details
Estimate no.: 4434
Estimate date: 07/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Pump Install	Pull existing line shaft turbine out of Well #4 and replace with 40hp submersible: 240' set depth, 225gpm flow rate target 230S400 Grundfos well pump 40hp 460v SME submersible motor 6/3 flat jacket pump wire 3" galvanized drop pipe with ductile iron check valves Machine work to existing discharge head to convert to submersible set Epoxy filled electrical penetration in well head for submersible motor wire leads	1	\$35,850.00	\$35,850.00
2.		Electrical	Electrical modifications to existing MCC to convert to VFD control of submersible well pump Yaskawa VFD controller MTE DV/DT filter Conduit and wire necessary to connect new equipment to existing equipment Electrical permit **Final programming of VFD will need to be coordinated with telemetry contractor to ensure proper integration into SCADA system**	1	\$16,500.00	\$16,500.00
Subtotal						\$52,350.00
Sales tax						\$4,763.85
Total						\$57,113.85

Accepted date

Accepted by

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, July 1, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Councilmember Russell and Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough updated the council on the start date and open house for the new treatment van, which will operate Mondays through Thursdays from 6:30 – 10:30 am. He also said the wildfire Protection Plan is open for public comment and information is on the Gold Bar Facebook page. The draft Community Transit plan has been forwarded to the council. There was brief discussion regarding federal funding.

STAFF REPORT

Chief Whalen talked about calls in the city and region, traffic enforcement, the Department of Emergency Management, reverse 911 and land lines, how to sign up for Snohomish County alerts, and that information is on business cards at the city hall. There was brief discussion around specific areas of the city and patrols.

Director Norris updated the Council on the Orchard Avenue project, the potential for cloudy water from construction vibration because new lines are not active yet, and thanked John Beaston for a donation of tools and office equipment. He also talked about hot weather and the impact on Prospector Lane where heat is softening the seal coat that was done. He is not sure yet what the solution to that will be. The highway crosswalk that will be installed in 2026 will have a pedestrian-activated flashing beacon. He may possibly miss the next meeting. There was brief discussion around upcoming repairs to well four.

Office Manager Beaston said utility bills will go out July 8th. She reminded people to call city hall with issues rather than posting them on social media. Contact information is on the city website.

COUNCIL COMMENTS

Councilmember Sears reminded people about fireworks being illegal in city limits.

Councilmember Lie talked about Snohomish County Tomorrow's recent meeting, mowing in alleys, and the County bridge at 399th.

Councilmember Martin talked about dry conditions and fire danger, illegal fireworks, and the tragedy in Idaho with first responder deaths.

Councilmember Russell also talked about the County bridge and graffiti and bear activity at that bridge.

Councilmember Craig thanked staff for fast responses, reminded people to call the non-emergency number rather than 911 to report fireworks, and said members of the fire academy had graduated. She also said the Sultan Shindig is in need of volunteers.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Ordinance #783, Assessments. Ordinance #783 was presented for a second reading and action. After brief discussion of amendments, Councilmember Sears moved to accept Ordinance #783 for a second reading and adoption as presented, and with a second by Councilmember Martin, the motion carried.

NEW BUSINESS

WSDOT Joint Operations Agreement. This agreement relates to virtual coordination. After discussion, Councilmember Sears moved to authorize Mayor Yarbrough to enter into the agreement and with a second by Councilmember Martin, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears said June 26th was National Toothbrush Day and reminded people of the importance of oral hygiene.

Councilmember Lie talked about Mooring Park, a conversation with a resident regarding the park, and park playground equipment. He suggested an ad hoc group to work on issues with the park.

Councilmember Martin talked about using gray water to water plants and help with water conservation.

Councilmember Craig also spoke briefly about Mooring Park.

Councilmember Russell talked about being supportive of people trying to quit addictions in the community.

MINUTES APPROVAL

Councilmember Sears moved to approve the June 17th, 2025, minutes as presented and with a second by Councilmembers Martin and Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38497 through 38535 with \$22,695.29 for claims and \$56,608.61 for payroll and taxes, for a grand total of \$79,303.9 and with a second by Councilmembers Craig and Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell, the motion carried, and the meeting was adjourned at 7:37 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, August 19, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS - none			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		July 15, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38561 – 38596	\$20,325.20	\$63,378.18	\$83,703.38
38597 - 38624	\$263,889.47	\$1,000.00	\$264,889.47
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, July 15, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Russell. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom. Councilmember Sears was absent.

AGENDA APPROVAL

Councilmember Russell moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough let people know that staff member Tim Shiers passed away July 4th. A Celebration of Life was held and a sympathy card is available for councilmembers and staff to sign. Tim was overseeing the Orchard Avenue project and Director Norris canceled his vacation to help with the project.

Mayor Yarbrough also said the opioid van is having more mechanical issues. Councilmember Lie asked if there was an update on the marijuana grow businesses and the smell. Director Norris is trying to coordinate a meeting that includes Puget Sound Clean Air and the fire marshall.

STAFF REPORT

Chief Whalen said that Deputy Gallena will be returning to the Gold Bar region. Chief Whalen is working on planning for National Night Out on August 5th. There was brief discussion around the parade. Councilmember Lie asked about deputies responding to ordinance complaints. Those typically include things such as animal control, trash, nuisances, etc.

Director Norris showed the council a water stand that will be purchased to replace water pipe in the dog park. That water pipe has been repeatedly vandalized and water is off because of that. The consensus of the council was to go ahead with the purchase.

Director Norris showed the council diagrams for speed tables. Lakeside Construction will be doing the Orchard Avenue overlay and will be able to do the speed tables while they have equipment in the city. This will lower the price from a quote of \$35,000 to roughly \$18,000. There was discussion around this, including what was included, and the potential need for a budget amendment.

Director Norris gave updates on radar signs and Orchard Avenue.

Well 4 and the issues with its pump was discussed at length. Director Norris presented a proposal to change the system because of repeated repairs in the past. Discussion included a submersible pump, changes to horsepower,

savings in electricity, sediment levels, options and costs, reliability of the new system. After discussion, the council consensus was in favor of the changes.

Clerk Stowe reminded councilmembers to look at their monthly budget reports as the current one shows mid-year figures.

Office Manager Beaston reminded councilmembers of upcoming events including National Night Out, Gold Dust Day, and the Index Arts Festival.

COUNCIL COMMENTS

Councilmember Lie talked about Snohomish County Tomorrow and ATVs.

Councilmember Martin talked about dry conditions and fire danger.

Councilmember Russell talked about Eagle Falls and the importance of wearing bike helmets.

Councilmember Craig talked about the current red flag warning in effect.

CITIZEN COMMENTS - none

CONTINUED BUSINESS - none

NEW BUSINESS

Department of Emergency Management Presentation. Jarrod Dibble gave a presentation on DEM with information on the Snohomish County Alert system. There was discussion around how the system works, how to sign up for it, reverse 911, the importance of these systems because of the lack of landlines in homes, disseminating this information, and help for those having problems signing up.

National Night Out. Because National Night Out falls on the same day as the council meeting, the council typically cancels or reschedules the meeting. Councilmember Lie moved to cancel the August 5th council meeting and with a second by Councilmember Russell, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie talked about canceling council meetings, Sultan council meetings, and Sultan's rate of pay for councilmembers.

Councilmember Russell talked how nice it is to live in a small community and thanked Chief Whalen for the help he recently gave a person.

Councilmember Craig also thanked Chief Whalen.

MINUTES APPROVAL

Councilmember Russell moved to approve the July 1st, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38536 through 38560 with \$542,023.39 for claims and \$2,697.12 for payroll and taxes, for a grand total of \$544,720.51 and with a second by Councilmember Russell, the motion carried.

ADJOURNMENT

Councilmember Lie moved to adjourn the meeting and with a second by Councilmember Craig, the motion carried, and the meeting was adjourned at 7:48 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 09:46:45 Date: 08/13/2025

08/06/2025 To: 08/19/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1446	08/06/2025	Claims	7	38597	US Postal Service	380.48	Utility Billing
1462	08/12/2025	Payroll	7	38598	Richard L Baker	200.00	
1463	08/12/2025	Payroll	7	38599	Denise J Beaston	800.00	
1470	08/19/2025	Claims	7	38600	AM Test, Inc.	90.00	
1471	08/19/2025	Claims	7	38601	Barmon Lumber	97.69	
1472	08/19/2025	Claims	7	38602	Bay Alarm	136.38	
1473	08/19/2025	Claims	7	38603	Citi Cards	2,018.97	
1474	08/19/2025	Claims	7	38604	City Of Gold Bar	595.70	
1475	08/19/2025	Claims	7	38605	Comcast Business	343.60	
1476	08/19/2025	Claims	7	38606	D & G Backhoe, Inc.	222,700.79	Orchard Ave.
1477	08/19/2025	Claims	7	38607	Dept Of Corrections	291.79	
1478	08/19/2025	Claims	7	E38608	Dept Of Revenue-Excise Tax	2,021.08	
1479	08/19/2025	Claims	7	38609	Heidelberg Materials	81.83	
1480	08/19/2025	Claims	7	38610	ICONIX Waterworks	8,441.78	
1481	08/19/2025	Claims	7	38611	Lowe's Business Account	698.87	
1482	08/19/2025	Claims	7	38612	Monroe Parts House, Inc. NAPA	163.87	
1483	08/19/2025	Claims	7	38613	National Barricade Co. LLC	1,393.75	
1484	08/19/2025	Claims	7	38614	Prizm	3,428.75	Speed Tables
1485	08/19/2025	Claims	7	38615	Sno County District Court	338.34	
1486	08/19/2025	Claims	7	38616	Sno County PUD	19,088.05	
1487	08/19/2025	Claims	7	38617	Sound Publishing	106.32	
1488	08/19/2025	Claims	7	38618	Utilities Underground	28.35	
1489	08/19/2025	Claims	7	38619	WA State Treasurer	249.33	
1490	08/19/2025	Claims	7	38620	Waste Management	640.26	
1491	08/19/2025	Claims	7	38621	Zipty Fiber	57.63	
1492	08/19/2025	Claims	7	38622	Zipty Fiber	49.91	
1493	08/19/2025	Claims	7	38623	Zipty Fiber	303.63	
1494	08/19/2025	Claims	7	38624	Zipty Fiber	142.32	
001 General Government						3,263.81	
101 City Street						1,931.21	
104 Street Impact Fee Fund						3,580.89	
301 Capital Projects Fund						1,421.11	
401 Water Operating						27,925.26	
403 Water Capital Improvement						225,371.92	
415 Stormwater Fund						1,145.94	
633 Agency Fund						249.33	
						Claims:	263,889.47
						264,889.47 Payroll:	1,000.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, September 2, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS - none			
NEW BUSINESS			
1. RESOLUTION #25-07 AMENDING PERSONNEL MANUAL – DISCUSSION AND ACTION			
2. ORDINANCE #785 AMENDING TITLE 12 – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		August 19, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38625 - 38652	\$21,346.62	\$46,407.07	\$67,753.69
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-07**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON AMENDING THE
PERSONNEL MANUAL RELATING TO EMPLOYEE COMPENSATION**

WHEREAS, the Personnel Manual sets regulations for employee compensation, including benefits; and

WHEREAS, benefits may be cashed out when an employee leaves employment; and

WHEREAS, the Personnel Manual wording regarding benefits need clarification and updating; and

WHEREAS, there is no specific state legislation regulating how benefits are handled, allowing local jurisdictions to set their policies;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar that the Personnel Manual shall be updated as follows.

Section I	Title 18, Compensation and Salaries
Section II	Title 24, Leaves of Absence and Time Off
Section III	Severability
Section IV	Effective Date

Section I, Title 18, Compensation and Salaries

C. When an employee's employment with the City is terminated for any reason, the employee will receive the following compensation:

1. For salaried employees, wages for the final full month no matter the number of hours worked in the month of termination.

1. 2. For hourly employees, regular hourly wages for all those specific hours worked in the month of termination. , up to the time of termination.

2. 3. Any overtime or holiday pay due.

3. 4. A lump sum payment of accrued vacation, compensatory time, and administrative leave.

5. A lump sum payment of accrued sick time, converted to vacation hours at a ratio of 2:1.

~~Employees are not entitled to payout of any accrued, but unused sick leave upon termination.~~

Section II, Title 24, Leaves of Absence and Time Off

A. Vacations.

7. If an employee has accrued more than three hundred (300) hours at the end of the year, they may cash out a maximum of forty (40) hours. If there is a remaining balance after what is carried over and what is cashed out, those hours shall be forfeit. (See Title 18, Compensation and Salaries, for information regarding benefits at termination of employment.)

B. Sick Leave.

11. Employees may convert sick leave hours to vacation hours, at a ratio of 2:1, once an accumulation of thirty (30) days sick leave has occurred. The thirty (30) day accumulation of sick leave must be maintained in order for any conversion to be requested. (See Title 18, Compensation and Salaries, for information regarding benefits at termination of employment.)

Section III, Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IV, Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

Steve Yarbrough, Mayor

ATTEST/AUTHENTICATED:

Lisa Stowe, Clerk/Treasurer

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #784**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLES 8 AND 12, RELATING TO LITTER AND SIDEWALK
MAINTENANCE AND REPAIR**

WHEREAS, the Revised Code of Washington (RCW) 35A.11.020 and 35.23.440(33) give municipalities broad authority to manage and regulate rights-of ways; and

WHEREAS, the City of Gold Bar does not have a Street Commissioner; and

WHEREAS, current regulations relating to litter do not comprehensively define debris; and

WHEREAS, failure to comply wording does not include options relating to violations and/or collection of costs incurred outside of a lien process; and

WHEREAS, assessing, serving, and enforcement of violations falls under the purview of the Mayor, Chief of Police, and/or staff as the administration of policy;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Codes shall be amended as follows.

Section I, Title 8.12.040 – Litter Prohibited

Section II, Title 8.12.100 – Sweeping Litter Into Gutter Prohibited

Section III, Title 12.04.020 – Sidewalks in Need of Repair

Section IV, Title 12.04.040 – Failure to Comply

Section V, Title 12.04.050 – Recovery of Cost

Section VI, Severability

Section VII, Effective Date

Section I, Title 8.12.040 – Litter Prohibited

No person shall throw, drip, deposit, discard or otherwise dispose of litter, as that term is defined in RCW ~~70.93.030~~ 70A.200.030 or debris as defined herein, upon any public place in the city or upon any private property not owned by him, or in any waters within the jurisdiction of the city whether from a vehicle or otherwise, including, but not limited to, any sidewalk, street, alley, highway or park, except:

1. When such property is designated by the state or by any of its agencies or the city for disposal of garbage and refuse, and such person is authorized by the proper public authority to so use such property; or
2. Into a litter receptacle or other container in such manner that the litter will be prevented from being carried away or deposited by the elements upon any part of the public place or any private property; or

3. When such person is the owner or does have control or custody of the property or unless the act is done under the personal direction of the owner or tenant, and provided the litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

The definition of litter is expanded to include natural debris, defined for the purpose of this Title, as any deposits of dirt, mud, vegetation, and/or gravel or rock material.

Section II, Title 8.12.100 – Sweeping Litter Into Gutter Prohibited

No person shall sweep into or deposit in any gutter, street, alley, stormwater catch-basins, rights-of-way, or other public place the accumulation of litter or debris from any building, or lot, or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks in front of their premises free of litter.

1. Any person, firm or corporation making any deposits of litter or debris of any nature on the public rights-of-way and any other municipally owned improvements shall clean up said deposits during the course of each day's operation. Adequate equipment shall be available during each day of operation to ensure quick and timely removal of any such deposits. The right-of-way surfaces and all catch basins, culverts, or other municipally owned improvements affected by the deposits shall be cleaned.

2. Any person, firm or corporation causing loose litter or debris to be distributed beyond their property lines by wind or other natural weather event shall retrieve and clean up their litter or debris.

Section III, Title 12.04.020 – Sidewalks in Need of Repair

A. Whenever, in the judgment of the ~~street commissioner~~ Public Works Director, ~~of the city~~ any sidewalk is in need of repair, cleaning, or renewal, ~~as a result of any action caused by the abutting property owner (or tenant), the street commissioner~~ Public Works Director shall serve notice on the owner of the property immediately abutting upon that portion of the sidewalk of the condition thereof, directing the owner to clean, repair, or renew the portion of the sidewalk.

1. Any person, firm or corporation making any deposits of litter or debris of any nature on the public rights-of-way and any other municipally owned improvements shall clean up said deposits during the course of each day's operation. Adequate equipment shall be available during each day of operation to ensure quick and timely removal of any such deposits. The right-of-way surfaces and all catch basins, culverts, or other municipally owned improvements affected by the deposits shall be cleaned.

2. Any person, firm or corporation causing loose litter or debris to be distributed beyond their property lines by wind or other natural weather event shall retrieve and clean up their litter or debris.

B. If, in the opinion of the ~~street commissioner~~ Public Works Director, the sidewalk is in need of immediate repair, cleaning or renewal for the benefit of the public safety or welfare, the street commissioner may order the improvement made within any reasonable time.

Section IV, Title 12.04.040 – Failure to Comply

The notice shall order the owner of the abutting property to clean, repair or renew the sidewalk within ten (10) days after the date of service of such notice upon him, and shall state that ~~in case the owner shall fail to do as ordered within the time specified then the street commissioner will proceed to clean, repair or renew the sidewalk and will report to the city council at its next regular meeting an assessment roll showing the lot or parcel of land immediately abutting on that portion of the sidewalk so improved, the cost of cleaning, repairing or renewal and the name of the owner and the council will hear any or all protests against the proposed assessment. failure to comply will result in the issuance of a violation as detailed in GBMC 1.16.010, a bill for City staff hours, supplies, equipment, and administrative fees relating to work not completed by the owner, and/or a lien upon the property.~~ The notice shall inform the owner of their right to protest the notice. Such protest must be in writing, submitted to the Public Works Director and/or Mayor, and delivered prior to the ten-day deadline to comply.

Section V, Title 12.04.050 – Recovery of Cost

~~The city council~~ Public Works Director shall ~~at the time in the notice designated or at an adjourned time assess the cost of the work against the property in accordance with the benefits derived therefrom, which charge shall become a lien upon the property and shall be collected by due process of law.~~ have the option, as detailed in GBMC 12.04.040, to assess a violation, invoice the property owner, or lien the property. Invoices must cover full cost of staff time, supplies and equipment used, and an administrative fee.

Section VI, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section VII, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, August 19, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, Russell, and Sears. Staff members present in person were Public Works Director Norris and Clerk Stowe. Office Manager Beaston attended via Zoom. Chief Whalen was absent and Deputy Fredricksen was present in person.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Russell, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough has been ill for a few weeks and is working on catching up. He said Gold Dust Day seemed to go well, with some minor hiccups. National Night Out was well attended and he thanked Family Grocer for donating hot dogs and the Mann Station for donating water. He met with the opioid treatment van staff and encouraged others to do so as well. The Department of Emergency Management is planning a tabletop exercise for train derailments.

Councilmember Lie asked about the status of the Tree Board. They are active and working on scheduling a meeting. Councilmember Lie then talked about feral apple trees in the park and elsewhere, and the mess they make.

Councilmember Martin asked if Mayor Yarbrough would be attending an opening day lunch.

STAFF REPORT

Deputy Fredricksen filled in for Chief Whalen in case there were any questions. Councilmember Lie asked if he had seen any difference in traffic with the new radar signs and he said he had noticed people slowing down.

Director Norris had several updates and there was discussion on each topic. There have been problems with water leaks in different locations and an issue with a pressure relief valve. A pipe at Well 3 broke and had to be repaired. Radar signs were installed and there should be data available soon. The old dump truck and street sweeper have been advertised. Because of being short-staffed, mowing has been let go. The maintenance position has been posted. The water fountain for the dog park was ordered but there has been a delivery issue. Playground equipment will be installed shortly. He had a meeting with Community Transit regarding potential changes to routes and encouraged people to give Community Transit feedback.

The watermain replacement on Orchard is complete and came in under budget and so the contractors will be able to add connections between wells in order to cut down on the city having to buy water from the PUD. The next phase is the street overlay and Director Norris reviewed the dates for work. Striping and speed tables will be part of the overlay project.

Well 4 repairs are continuing and as part of the process it may be possible to surplus old equipment related to the pump.

Clerk Stowe said the budget process will be starting and asked the Council to consider any recommendations they may have.

COUNCIL COMMENTS

Councilmember Sears has also been out ill. Councilmember Russell moved to excuse his absence from the last meeting and with a second by Councilmember Martin, the motion carried. Councilmember Sears said he has seen drivers slowing down at the new radar signs.

Councilmember Lie said he introduced himself to the opioid treatment staff and encouraged others to do so. He talked about how busy Lewis Street and the school have been with kids on bikes and other non-powered things. He said the average age he sees on ATVs seems to be around nine years old. He talked about Snohomish County Tomorrow and their discussions around the housing crisis and the costs of including parking in development. He also talked about city municipal code that prohibits parking on the right of way of the highway and said a line needs to be drawn between project cars and junk vehicles.

Councilmember Martin attended a meeting with Heidelberg regarding their expansion plans and a recreational meeting regarding Reiter Foothills and their new parking area. She also reminded people of the fire danger.

Councilmember Russell thanked Director Norris for the radar signs. He talked about the people he talks to in town and those that pick up trash in the park. He sees a lot of people taking pride in their community. He said Office Manager Beaston's work helped people feel safe in the area. He also said everyone he has talked to has been impressed with the contractors and staff on the Orchard project. He also met with opioid treatment staff.

Councilmember Craig met with opioid treatment staff and identified gaps in service, such as transportation and translating services. She is going to a Homeland Security conference in Washington D.C. and will be meeting with representatives. She asked the Council for anything they might like her to talk about. Councilmember Russell brought up the staffing shortage on federal lands and how deputies are having to pickup that shortfall. Councilmember Martin said that is beginning to be addressed and there have been new hirings.

CITIZEN COMMENTS - none

CONTINUED BUSINESS - none

NEW BUSINESS - none

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie talked about marijuana businesses and how he doesn't like seeing staff spending time on tasks for people who are not citizens. Director Norris said citizens are being vocal about the issues as well, but to staff and the Liquor Control Board. Councilmember Lie said that the council doesn't see that, and compared it to the code violations he sees and doesn't know if they are being addressed or not.

Councilmember Martin thanked Councilmember Craig for attending the upcoming conference.

Councilmember Russell also thanked Councilmember Craig and said he has talked to people about the smell from marijuana businesses.

MINUTES APPROVAL

Councilmember Sears moved to approve the July 15th, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38561 through 38596 with \$20,325.20 for claims and \$63,378.18 for payroll and taxes, for a grand total of \$83,703.38 and checks numbering 38597 through 38624 with \$263,889.47 for claims and \$1,000.00 for payroll and taxes, for a grand total of \$264,889.47 with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell, the motion carried, and the meeting was adjourned at 7:54 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 08:42:41 Date: 08/27/2025

08/20/2025 To: 09/02/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1546	08/26/2025	Payroll	7	38625	Richard L Baker	4,573.73	
1547	08/26/2025	Payroll	7	38626	Denise J Beaston	3,443.85	
1548	08/26/2025	Payroll	7	38627	Krystal Craig	6.11	
1549	08/26/2025	Payroll	7	38628	Lance Hunt	3,526.43	
1550	08/26/2025	Payroll	7	38629	Chuck Lie	91.11	
1551	08/26/2025	Payroll	7	38630	Florence D Martin	91.11	
1552	08/26/2025	Payroll	7	38631	Richard D Norris	5,507.86	
1553	08/26/2025	Payroll	7	38632	Lee Russell	91.11	
1554	08/26/2025	Payroll	7	38633	Jordan Sears	91.11	
1555	08/26/2025	Payroll	7	38634	Arthur Stowe	2,447.59	
1556	08/26/2025	Payroll	7	38635	Lisa M Stowe	5,004.73	
1557	08/26/2025	Payroll	7	38636	Steven Yarbrough	911.12	
1567	08/26/2025	Payroll	7	38637	Vimly Benefit Solutions AWC Employee Ben.trust	7,062.20	Pay Cycle(s) 08/26/2025 To 08/26/2025 - WDS PLAN D; Pay Cycle(s) 08/26/2025 To 08/26/2025 - Basic Life; Pay Cycle(s) 08/26/2025 To 08/26/2025 - HealthFirst; Pay Cycle(s) 08/26/2025 To 08/26/2025 - VSP
1568	08/26/2025	Payroll	7	E38638	Coastal Community Bank	9,691.91	941 Deposit for Pay Cycle(s) 08/26/2025 - 08/26/2025
1569	08/26/2025	Payroll	7	38639	Dept Of Retirement Systems	3,792.10	Pay Cycle(s) 08/26/2025 To 08/26/2025 - PERS 2
1570	08/26/2025	Payroll	7	38640	MissionSquare	75.00	Pay Cycle(s) 08/26/2025 To 08/26/2025 - ICMA
1575	09/02/2025	Claims	7	38641	Atwell, LLC	3,162.50	Orchard
1576	09/02/2025	Claims	7	38642	Global Industrial	4,411.11	Dog Park Fountain Upgrade
1577	09/02/2025	Claims	7	38643	ICONIX Waterworks	7,480.59	Includes Refund Inv. U2515002670
1578	09/02/2025	Claims	7	38644	Kelley Connect Co.	201.32	
1579	09/02/2025	Claims	7	38645	National Barricade Co. LLC	2,085.23	
1580	09/02/2025	Claims	7	38646	Puget Sound Energy	107.88	
1581	09/02/2025	Claims	7	38647	Sno County District Court	583.59	
1582	09/02/2025	Claims	7	38648	Sno County PUD	1,266.14	
1583	09/02/2025	Claims	7	38649	Sno County Sheriff's Office	1,408.16	
1584	09/02/2025	Claims	7	38650	Sound Publishing	37.84	
1585	09/02/2025	Claims	7	38651	Verizon Wireless	234.41	
1586	09/02/2025	Claims	7	38652	WA State Treasurer	367.85	
		001 General Government				21,601.04	
		101 City Street				2,308.52	
		103 Park Impact Fee Fund				4,411.11	
		401 Water Operating				19,152.14	
		403 Water Capital Improvement				12,351.92	
		415 Stormwater Fund				7,561.11	
		633 Agency Fund				367.85	
							Claims: 21,346.62
						67,753.69	Payroll: 46,407.07

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, September 16, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. ORDINANCE #785 AMENDING TITLE 12 – SECOND READING AND ACTION			
NEW BUSINESS - none			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		September 2, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38653 - 38678	\$156,993.75	\$1000.00	\$157,993.75
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #785**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLES 8 AND 12, RELATING TO LITTER AND SIDEWALK
MAINTENANCE AND REPAIR**

WHEREAS, the Revised Code of Washington (RCW) 35A.11.020 and 35.23.440(33) give municipalities broad authority to manage and regulate rights-of ways; and

WHEREAS, the City of Gold Bar does not have a Street Commissioner; and

WHEREAS, current regulations relating to litter do not comprehensively define debris; and

WHEREAS, failure to comply wording does not include options relating to violations and/or collection of costs incurred outside of a lien process; and

WHEREAS, assessing, serving, and enforcement of violations falls under the purview of the Mayor, Chief of Police, and/or staff as the administration of policy;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Codes shall be amended as follows.

Section I, Title 8.12.040 – Litter Prohibited

Section II, Title 8.12.100 – Sweeping Litter Into Gutter Prohibited

Section III, Title 12.04.020 – Sidewalks in Need of Repair

Section IV, Title 12.04.040 – Failure to Comply

Section V, Title 12.04.050 – Recovery of Cost

Section VI, Severability

Section VII, Effective Date

Section I, Title 8.12.040 – Litter Prohibited

No person shall throw, drip, deposit, discard or otherwise dispose of litter, as that term is defined in RCW ~~70.93.030~~ 70A.200.030 or debris as defined herein, upon any public place in the city or upon any private property not owned by him, or in any waters within the jurisdiction of the city whether from a vehicle or otherwise, including, but not limited to, any sidewalk, street, alley, highway or park, except:

1. When such property is designated by the state or by any of its agencies or the city for disposal of garbage and refuse, and such person is authorized by the proper public authority to so use such property; or
2. Into a litter receptacle or other container in such manner that the litter will be prevented from being carried away or deposited by the elements upon any part of the public place or any private property; or

3. When such person is the owner or does have control or custody of the property or unless the act is done under the personal direction of the owner or tenant, and provided the litter will not cause a public nuisance or be in violation of any other state or local laws, rules or regulations.

The definition of litter is expanded to include natural debris, defined for the purpose of this Title, as any deposits of dirt, mud, vegetation, and/or gravel or rock material.

Section II, Title 8.12.100 – Sweeping Litter Into Gutter Prohibited

No person shall sweep into or deposit in any gutter, street, alley, stormwater catch-basins, rights-of-way, or other public place the accumulation of litter or debris from any building, or lot, or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks in front of their premises free of litter.

1. Any person, firm or corporation making any deposits of litter or debris of any nature on the public rights-of-way and any other municipally owned improvements shall clean up said deposits during the course of each day's operation. Adequate equipment shall be available during each day of operation to ensure quick and timely removal of any such deposits. The right-of-way surfaces and all catch basins, culverts, or other municipally owned improvements affected by the deposits shall be cleaned.

2. Any person, firm or corporation causing loose litter or debris to be distributed beyond their property lines by wind or other natural weather event shall retrieve and clean up their litter or debris.

Section III, Title 12.04.020 – Sidewalks in Need of Repair

A. Whenever, in the judgment of the ~~street commissioner~~ Public Works Director, ~~of the city~~ any sidewalk is in need of repair, cleaning, or renewal, ~~as a result of any action caused by the abutting property owner (or tenant), the street commissioner~~ Public Works Director shall serve notice on the owner of the property immediately abutting upon that portion of the sidewalk of the condition thereof, directing the owner to clean, repair, or renew the portion of the sidewalk.

1. Any person, firm or corporation making any deposits of litter or debris of any nature on the public rights-of-way and any other municipally owned improvements shall clean up said deposits during the course of each day's operation. Adequate equipment shall be available during each day of operation to ensure quick and timely removal of any such deposits. The right-of-way surfaces and all catch basins, culverts, or other municipally owned improvements affected by the deposits shall be cleaned.

2. Any person, firm or corporation causing loose litter or debris to be distributed beyond their property lines by wind or other natural weather event shall retrieve and clean up their litter or debris.

B. If, in the opinion of the ~~street commissioner~~ Public Works Director, the sidewalk is in need of immediate repair, cleaning or renewal for the benefit of the public safety or welfare, the street commissioner may order the improvement made within any reasonable time.

Section IV, Title 12.04.040 – Failure to Comply

The notice shall order the owner of the abutting property to clean, repair or renew the sidewalk within ten (10) days after the date of service of such notice upon him, and shall state that ~~in case the owner shall fail to do as ordered within the time specified then the street commissioner will proceed to clean, repair or renew the sidewalk and will report to the city council at its next regular meeting an assessment roll showing the lot or parcel of land immediately abutting on that portion of the sidewalk so improved, the cost of cleaning, repairing or renewal and the name of the owner and the council will hear any or all protests against the proposed assessment. failure to comply will result in the issuance of a violation as detailed in GBMC 1.16.010, a bill for City staff hours, supplies, equipment, and administrative fees relating to work not completed by the owner, and/or a lien upon the property. The notice shall inform the owner of their right to protest the notice. Such protest must be in writing, submitted to the Public Works Director and/or Mayor, and delivered prior to the ten-day deadline to comply.~~

Section V, Title 12.04.050 – Recovery of Cost

~~The city council Public Works Director shall at the time in the notice designated or at an adjourned time assess the cost of the work against the property in accordance with the benefits derived therefrom, which charge shall become a lien upon the property and shall be collected by due process of law. have the option, as detailed in GBMC 12.04.040, to assess a violation, invoice the property owner, or lien the property. Invoices must cover full cost of staff time, supplies and equipment used, and an administrative fee.~~

Section VI, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section VII, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, September 2, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Russell. Councilmember Sears attended via Zoom. Staff members present in person were Chief Whalen, Public Works Director Norris, and Office Manager Beaston.

AGENDA APPROVAL

Councilmember Russell moved to adopt the agenda as presented and with a second by Councilmember Craig, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough reviewed key dates for 2026, and the 250th anniversary of the signing of the constitution and potential city activities. He also said the Heidelberg company will have an open house, and the City will begin the interview process for the open maintenance position. Finally, the Tree Board will be meeting to begin work on a tree ordinance.

Councilmember Lie talked about feral apple trees in the park and that he feels they should be removed to comply with regulations.

STAFF REPORT

Chief Whalen apologized for missing the last meeting and appreciated Deputy Fredrickson filling in for him. He reviewed the number and type of calls for the region during August. There has been an increase in burglaries and he reviewed those investigations. He thanked city staff and outside agencies, including Sky Valley Fire, for assistance with National Night Out. He then reviewed recent search and rescue/recovery calls and issues with door-to-door solicitations. Councilmember Lie asked for more details relating to specific calls and there was brief discussion. Councilmember Russell thanked Chief Whalen and staff for cleaning up the bridge area.

Director Norris talked about issues relating to staff shortage, upcoming schedules for the Orchard Street overlay, and upcoming installations for water in the dog park and new playground equipment. Councilmember Lie asked about a bill for bridge inspection, which is required annually. Councilmember Russell asked about the speed table work, which will happen with the Orchard overlay. Councilmember Lie also talked about the timing for traffic calming devices as part of the Orchard project.

Clerk Stowe was absent but left a staff report relating to other agenda items.

Office Manager Beaston talked about code enforcement reports and there was brief discussion. Councilmember Lie then asked about door-to-door permits and she clarified none have been issued because door-to-door solicitation is not allowed in city limits. A company can have a business license but that does not allow them to do door-to-door solicitation. Councilmember Russell reiterated his comments from the last meeting regarding thanking Denise for her work for the community.

COUNCIL COMMENTS

Councilmember Lie talked about the proposed round-about at Sultan Basin Road, emails he receives relating to truck trains, right-of-way signage issues, and the Heidelberg project and its potential impact on traffic.

Councilmember Martin talked about the current red flag warning for fire danger and upcoming events.

Councilmember Russell talked about messes from ornamental trees.

Councilmember Craig talked about her recent trip to Washington D.C. and topics discussed during that trip, including traffic impacts, forest service staffing, development, federal funding impacts on disaster readiness, and overall takeaways. There was consensus among the councilmembers to allow the sharing of photos from this trip with Councilmember Craig representing the City. Mayor Yarbrough thanked Councilmember Craig for her efforts.

CITIZEN COMMENTS

Phil Peksanli talked about recent burglaries and RCWs relating to wheeled vehicles not being allowed inside city buildings.

CONTINUED BUSINESS - none

NEW BUSINESS

Resolution #25-07, Personnel Manual. After brief discussion, Councilmember Sears moved to approve Resolution #25-07 as presented, and with a second by Councilmember Craig, the motion carried.

Ordinance #785, Amending Title 12. After discussion, Councilmember Sears moved to accept Ordinance #785 as amended to correct numbering on the document for an introduction and first reading, and with a second by Councilmember Craig, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie thanked Mr. Peksanli for his reminder about wheeled vehicles.

Councilmember Martin repeated her comments about the red flag warning.

Councilmember Russell pointed out his wheeled vehicle is a scooter then asked Chief Whalen if he was aware of any direct issues related to the opioid van in the city. Chief Whalen said the uptick in burglaries were related to one person and not the opioid van.

Councilmember Craig talked about an upcoming meeting relating to truck trains and the low number of patients using the opioid treatment van. She feels from past experience that the people using the treatment van are not the people that the city needs to be worried about.

MINUTES APPROVAL

Councilmember Russell moved to approve the August 19th, 2025, minutes as presented and with a second by Councilmember Sears, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38625 through 38652 with \$21,346.62 for claims and \$46,407.07 for payroll and taxes, for a grand total of \$67,753.69 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell, the motion carried, and the meeting was adjourned at 7:49 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 11:13:39 Date: 09/12/2025

09/03/2025 To: 09/16/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1622	09/04/2025	Claims	7	38653	US Postal Service	385.63	Utility Bills
1639	09/09/2025	Payroll	7	38654	Richard L Baker	200.00	
1640	09/09/2025	Payroll	7	38655	Denise J Beaston	800.00	
1645	09/16/2025	Claims	7	38656	Barmon Lumber	85.87	
1646	09/16/2025	Claims	7	38657	Citi Cards	5,807.29	
1647	09/16/2025	Claims	7	38658	City Of Gold Bar	606.00	
1648	09/16/2025	Claims	7	38659	Comcast Business	343.60	
1649	09/16/2025	Claims	7	E38660	Dept Of Revenue-Excise Tax	2,553.49	
1650	09/16/2025	Claims	7	38661	Kelley Create	158.76	
1651	09/16/2025	Claims	7	38662	Lowe's Business Account	17.77	
1652	09/16/2025	Claims	7	38663	O'Reilly Automotive, INC	16.34	
1653	09/16/2025	Claims	7	38664	Pacific Power Batteries	463.29	
1654	09/16/2025	Claims	7	38665	Sno County PUD	1,638.15	
1655	09/16/2025	Claims	7	38666	Sno County Public Works Solid Waste	433.00	
1656	09/16/2025	Claims	7	38667	Sno County Public Works	2,717.34	
1657	09/16/2025	Claims	7	38668	US Postal Service	370.00	Annual Permit Fee
1658	09/16/2025	Claims	7	E38669	Us Dept Of Agriculture	73,359.64	
1659	09/16/2025	Claims	7	38670	Utilities Underground	18.90	
1660	09/16/2025	Claims	7	38671	WA State Treasurer	517.02	
1661	09/16/2025	Claims	7	38672	Waste Management	712.99	
1662	09/16/2025	Claims	7	38673	Ziply Fiber	34.91	
1663	09/16/2025	Claims	7	38674	Ziply Fiber	287.15	
1664	09/16/2025	Claims	7	38675	Ziply Fiber	28.73	
1666	09/16/2025	Claims	7	38676	Brim Tractor Company Inc.	49.68	
1667	09/16/2025	Claims	7	38677	Sno County PUD	22,764.20	
1673	09/16/2025	Claims	7	38678	Sno County Sheriff	43,624.00	
001 General Government						47,173.44	
101 City Street						7,536.47	
401 Water Operating						28,431.03	
407 Water Debt Service #3						73,359.64	
415 Stormwater Fund						976.15	
633 Agency Fund						517.02	
						Claims:	156,993.75
						157,993.75 Payroll:	1,000.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, October 7, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
PUBLIC HEARING – CRITICAL AREAS UPDATE AND 2026 BUDGET			
CONTINUED BUSINESS			
NEW BUSINESS			
1. ORDINANCE #786 AMENDING TITLE 12 – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		September 16, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38679 - 38721	\$96,440.29	\$51,662.84	\$148,103.13
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

NOTICE OF

PUBLIC HEARING

CITY OF GOLD BAR, WASHINGTON

Tuesday, October 7th, 2025
7:00 PM Via Zoom & In person

The City of Gold Bar will hold a Public Hearing on the Critical Areas Update and 2026 Budget on October 7th, 2025. The meeting will be both in-person and via Zoom. Meeting information can be found at www.cityofgoldbar.us. Please see zoom Meeting info below.

Join Zoom Meeting

<https://us06web.zoom.us/j/85961047180>

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If you have any questions, please contact Denise Beaston at 360-793-1101 or at d.beaston@cityofgoldbar.us. You can also find information on our website at www.cityofgoldbar.us.

City of Gold Bar
Critical Areas Ordinance

~~ORDINANCE NO. 696~~

Proposed updated draft for 2024 Comprehensive Plan Periodic Update

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Section 1 Findings of Fact and Purpose

1.1 Findings of Fact

The City of Gold Bar hereby finds that:

- A. Critical areas and their buffers are valuable and fragile natural resources with significant development constraints due to flooding, erosion, septic disposal limitations, and land slide hazard.
- B. The State of Washington has enacted a Growth Management Act (RCW 36.70A), and under this Act the City of Gold Bar is adopting regulations protecting critical areas, including wetlands, critical aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, and geologically hazardous areas.
 - 1. RCW 36.70A.170 requires the designation of critical areas.
 - 2. RCW 36.70A.172 requires local governments to give special consideration to the conservation and protection measures necessary to preserve or enhance anadromous fisheries.
- C. In their natural state, wetlands provide many valuable social and ecological services, including:
 - 1. Controlling flooding and stormwater runoff by storing or regulating natural flows;
 - 2. Protecting water resources by filtering out water pollutants, processing biological and chemical oxygen demand, recycling and storing nutrients, and serving as settling basins for naturally occurring sedimentation;
 - 3. Providing areas for surface water recharge;
 - 4. Preventing shoreline erosion by stabilizing the substrate;
 - 5. Providing habitat areas for many species of fish, wildlife, and vegetation, many of which are dependent on wetlands for their survival, and many of which are on Washington State and Federal Endangered Species lists;
 - 6. Providing open space and visual relief from intense development in urbanized area;
 - 7. Providing recreation opportunities; and
 - 8. Serving as areas for scientific study and natural resource education.
- D. Frequently flooded and geologically hazardous areas shall be preserved in order to protect public and private resources and facilities from injury, loss of life, and property or financial damage due to flooding, erosion, landslides, or steep slope

failure, seismic, mine hazard, and other geological events including tsunamis, mass wasting, debris flows, rock falls, and differential settlement.

E. Development in critical areas can result in:

1. Increased soil erosion and sedimentation of downstream water bodies;
2. Increased shoreline erosion;
3. Degraded water quality due to increased turbidity and loss of pollutant removal processes;
4. Elimination or degradation of wildlife and fisheries habitat;
5. Loss of fishery resources from water quality degradation, increased peak flow rates, decreased summer low flows, and changes in the stream flow regimen.
6. Loss of stormwater retention capacity and slow release detention resulting in flooding, degraded water quality, and changes in the stream flow regimen of watersheds;
7. Loss of groundwater recharge areas;
8. Loss of slope and soil stability caused by the removal of trees, shrubs, and root systems of vegetative cover on steep slopes.

F. Buffer areas and building setbacks (if required) surrounding critical areas are essential to maintenance and protection of some critical areas functions and values. Buffer areas protect critical areas from degradation by:

- a) Stabilizing soil and preventing erosion;
- b) Filtering suspended solids, nutrients and harmful or toxic substances;
- c) Moderating impacts of stormwater runoff;
- d) Moderating system microclimate;
- e) Protecting wetland wildlife habitat from adverse impacts;
- f) Maintaining and enhancing habitat diversity and/or integrity;
- g) Supporting and protecting wetlands plant and animal species and biotic communities;
- h) Reducing disturbances to wetland resources caused by intrusion of humans and domestic animals;
- i) Protecting steep slopes from erosion and landslides.

- G. The City of Gold Bar is experiencing increased development pressure and resulting natural system changes, and must plan for protection of its natural resources. It is therefore the policy of the City of Gold Bar to ensure protection for critical areas by ensuring no net loss of ecological values and functions ~~limiting development activities in wetlands, 100-year flood plains, slopes of 40% or greater; and discouraging development activities within critical areas buffers.~~
- H. Protection standards for one critical area often provide protection for one or more other critical areas. In determining what particular degree of protection critical areas are to be afforded, the City has evaluated a wide range of the best science available with respect to the critical areas to make informed decisions that meet the intent of the Growth Management Act and that are also reflective of local needs.
- I. Critical areas may also be protected by other actions by the City, such as stormwater management standards, critical area restoration, and public education; and from other regulations, such as the Forest Practices Act, the Shoreline Management Act, and the State Environmental Policy Act.
- J. The U.S. Constitution prohibits the taking of private property without just compensation.
- K. In their natural state, riparian areas provide many valuable social and ecological services, including:
1. Filtering pollutants, nutrients, and sediments from surface runoff, thereby protecting water quality;
 2. Shading streams to regulate water temperature, which is essential for supporting cold-water fish species such as salmon and trout;
 3. Stabilizing streambanks and reducing erosion through deep-rooted native vegetation;
 4. Slowing and absorbing floodwaters, reducing downstream flood risk and property damage;
 5. Supporting groundwater recharge and maintaining base flows in streams during dry periods;
 6. Providing essential habitat for fish, wildlife, and plant species, including those listed as threatened or endangered at the state or federal level;
 7. Connecting fragmented habitats and serving as wildlife movement corridors that promote genetic exchange and ecosystem resilience;
 8. Sequestering carbon in vegetation and soils, contributing to climate regulation;

9. Offering opportunities for passive recreation, scenic value, and natural resource education; and
10. Recruiting large woody debris that creates complex aquatic habitat structures critical for fish and amphibian species.

1.2 Purpose

The purpose of this Ordinance is to designate and protect ecologically sensitive and hazardous areas in accordance with the Growth Management Act, while also allowing for reasonable use of private property. It is the policy of the City of Gold Bar to require site planning to prevent and minimize damage to critical areas, and to establish criteria to balance the rights of property owners with the preservation of critical areas.

In addition, it is the intent of the City of Gold Bar that activities in or affecting critical areas not threaten public safety, cause nuisances, or destroy or degrade critical areas by:

- A. Impeding flood flows, reducing flood storage capacity, or impairing natural flood control functions, thereby resulting in increased flood heights, frequencies, or velocities on other lands;
- B. Increasing water pollution through location of domestic waste disposal systems or livestock in wetlands; unauthorized application of pesticides and herbicides, disposal of solid waste at inappropriate sites; creation of unstable fills; or the destruction of wetland soils and vegetation;
- C. Increasing erosion and landslide hazard;
- D. Decreasing breeding, nesting, and feeding areas for rare and endangered species of wildlife;
- E. Interfering with the exchange of nutrients needed by fish and other forms of wildlife;
- F. Decreasing habitat for fish and other forms of wildlife;
- G. Adversely altering the recharge or discharge functions of wetlands, thereby impacting groundwater or surface water supplies;
- H. Significantly altering wetland hydrology and thereby causing either short or long-term changes in vegetative composition, soils characteristics, nutrient cycling, or water chemistry;
- I. Destroying sites needed for education or scientific research, such as outdoor biophysical laboratories, living classrooms, and training areas;
- J. Interfering with public rights for passive recreational opportunities provided by wetlands such as bird watching, photography, hiking and similar uses;
- K. Destroying or damaging property values.

The purpose of this ordinance is to protect the public health, safety, and welfare by preventing the adverse environmental impacts of development enumerated in Section I of this ordinance by:

1. Preserving and protecting critical areas by regulating development within them and their buffers;
2. Protecting the public against losses from:
 - a. Unnecessary maintenance and replacement of public facilities,
 - b. Publicly funded mitigation of avoidable impacts;
 - c. Cost for public emergency rescue and relief operations; and
 - d. Potential litigation resulting from construction practices.;
3. Alerting appraisers, assessors, owners, and potential buyers or lessees to the development limitations of properties on which critical areas or required buffer areas are located.
4. Providing City of Gold Bar officials with information to evaluate, approve, condition, or deny public or private development proposals.

1.3 Legislative Authority

This ordinance is adopted under the authority of Chapters 36.70 and 36.70A RCW and Article 11 of the Washington State Constitution.

1.4 Interpretation

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered the minimum necessary;
- B. Liberally construed to serve the purposes of this ordinance; and
- C. Deemed neither to limit nor repeal any other powers under state statute.

1.5 Relationship to Other Regulations

- A. These critical area regulations shall apply as an overlay and in addition to zoning, land use and other regulations established by the City of Gold Bar. In the event of any conflict between these regulations and any other regulations of the City, the regulations that provide greater protection to environmentally sensitive areas or greater protection from environmental hazards shall apply.
- B. It is recognized that many City, county, state, and federal permit conditions may be applied to the proposed action, and that compliance with the

provisions of this ordinance does not constitute compliance with other such requirements.

- C. Satisfaction of the requirements of this ordinance shall also be sufficient to satisfy the requirement for critical areas analysis and mitigation pursuant to Chapter 43.21C RCW and the Gold Bar Municipal Code.

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Section 2 Definitions

For the purposes of this ordinance, the following definitions shall apply:

Alteration - Any human induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to grading, filling, channelizing, dredging, clearing (vegetation), construction, compaction, excavation or any other activity that changes the character of the critical area.

Anadromous fish - Fish that spawn and rear in freshwater and mature in the marine environment.

Applicant - A person who files an application for permit under this ordinance and who is either the owner of the land on which that proposed activity would be located, a contract vendee, a lessee of the land, the person who would actually control and direct the proposed activity, or the authorized of such a person.

Aquifer - A geological formation, group of formations or part of formation that is capable of yielding a significant amount of water to a well or spring.

Aquifer recharge areas - Areas that, due to the presence of certain soils, geology, and surface water, act to recharge ground water by percolation.

Aquifer susceptibility - The ease with which contaminants can move from the land surface to the aquifer based solely on the types of surface and subsurface materials in the area. Susceptibility usually defines the rate at which a contaminant will reach an aquifer unimpeded by chemical interactions with the vadose zone media.

Best available science - Current scientific information used in the process to designate, protect, or restore critical areas, that is derived from a valid scientific process as defined by WAC 365-195-900 through 925.

Best management practices - Conservation practices or systems of practices and management measures that:

1. Control soil loss and reduce water quality degradation caused by nutrients, animal waster, toxins, and sediment; and
2. Minimize adverse impacts to surface and groundwater flow, circulation patterns, and to the chemical, physical, and biological characteristics of critical areas.
3. Protect trees and vegetation designated to be retained during and following site construction; and
4. Provide standards for proper use of chemical herbicides within critical areas.

The City shall monitor the application of best management practices to ensure that the standards and policies of this Ordinance are adhered to.

Buffer or buffer zone - An area contiguous to and protects a critical area that is required for the continued maintenance, functioning, and/or structural stability of a critical area.

Channel migration zone (CMZ) - The lateral extent of likely movement along a stream or river during the next one hundred years as determined by evidence of active stream channel movement over the past one hundred (100) years. Areas separated from the active channel by legally existing artificial channel constraints that limit bank erosion and channel avulsion without hydraulic connections shall not be considered within the CMZ.

Conservation easement - A legal agreement that the property owner enters into to restrict uses of the land. Such restrictions can include, but are not limited to, passive recreation uses such as trails or scientific uses and fences or other barriers to protect habitat. The easement is recorded on a property deed, runs with the land, and is legally binding on all present and future owners of the property, therefore, providing permanent or long-term protection. (Oak Harbor)

Critical aquifer recharge area - Areas designated by WAC 365-190-080(2) that are determined to have a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2).

Critical areas - Critical areas include any of the following areas or ecosystems: Aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands, as defined in RCW 36.70A and this Ordinance.

Critical facility - A facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installations, and installations that produce, use or store hazardous materials or hazardous waste.

Critical habitat - Habitat necessary for the survival of endangered, threatened, rare, or sensitive species.

Critical species - All animal and plant species listed by the state or federal government as threatened or endangered.

Cumulative impacts or effects - The combined, incremental effects of human activity on ecological or critical areas functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

Developable area - An area of land outside of critical areas and their buffers.

Department - The administration of the City of Gold Bar.

Development activity - Any construction, development, earth movement, clearing or any other site disturbance. Development includes approvals issued by the City that binds land to specific patterns of use, including but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development activity does not include the following activities:

1. Interior building improvements.
2. Exterior structure maintenance activities, including painting and roofing.
3. Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning and weeding.
4. Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; individual utility service connections; and individual cemetery plots in established and approved cemeteries.

Ecosystem functions - The products, physical and biological conditions, and environmental qualities of an ecosystem that result from interactions among ecosystem processes and ecosystem structures. Ecosystem functions include, but are not limited to, sequestered carbon, attenuated peak streamflows, aquifer water level, reduced pollutant concentrations in surface and ground waters, cool summer in-stream water temperatures, and fish and wildlife habitats.

Ecosystem values - The cultural, social, economic, and ecological benefits attributed to ecosystem functions.

Erosion - The process whereby wind, rain, water, and other natural agents mobilize and transport particles.

Erosion hazard areas - Those areas containing soils which, according to the United States Department of Agriculture Soil Conservation Service Soil Classification System, may experience severe to very severe erosion,

Exotic - Any species of plants or animals that are foreign to the planning area.

Existing and ongoing agriculture - Those activities conducted on lands defined in RCW 84.34.020(2), and those activities involved in the production of crops or livestock, for example, the operation and maintenance of farm and stock ponds or drainage ditches, operation and maintenance of ditches, irrigation systems including irrigation laterals, canals, or irrigation drainage ditches, changes between agricultural activities, and normal maintenance, repair, or operation of existing serviceable structures, facilities, or improved areas. Activities which bring an area into agricultural use are not part of an ongoing operation. An operation ceases to be ongoing when the area on which it is conducted is, converted to a nonagricultural use or has lain idle for more than five years, unless the idle land is registered in a federal or state soils conservation program, or unless the activity is maintenance of irrigation ditches, laterals, canals, or drainage ditches related to an existing and ongoing agricultural activity. Forest practices are not included in this definition.

Fish and wildlife habitat conservation areas - Areas that serve a critical role in sustaining needed habitats and species for the functional integrity of the ecosystem, and which, if altered, may reduce the likelihood that the species will persist over the long term. These areas may include, but are not limited to, rare or vulnerable ecological systems, communities, and habitat or habitat elements including seasonal ranges, breeding habitat, winter range, and movement corridors; and areas with high relative population density or species richness. Counties and cities may also designate locally important habitats and species.

Fish and wildlife habitat conservation - Land management for maintaining populations of species in suitable habitats within their natural geographic distribution so that the habitat available is sufficient to support viable populations over the long term and isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean not degrading or reducing populations or habitats so that they are no longer viable over the long term. Counties and cities should engage in cooperative planning and coordination to help assure long term population viability.

Fish and wildlife habitat conservation areas contribute to the state's biodiversity and occur on both publicly and privately owned lands. Designating these areas is an important part of land use planning for appropriate development densities, urban growth area boundaries, open space corridors, and incentive-based land conservation and stewardship programs.

Fish habitat - Habitat that is used by fish at any life stage at any time of the year, including potential habitat likely to be used by fish that could be recovered by restoration or management and includes off-channel habitat.

Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Frequently flooded areas - Lands in the floodplain subject to a one percent or greater chance of flooding in any given year. These areas include, but are not limited to, the floodplains of streams, rivers, ponds and lakes.

Functions, beneficial functions, or functions and values - The beneficial roles served by critical areas including, but not limited to, water quality protection and enhancement, fish and wildlife habitat, food chain support, sediment transport and deposition, sediment removal and filtration, microclimate and temperature regulation, flood storage, conveyance and attenuation, groundwater recharge and discharge, erosion control, landslide control, and recreational opportunities. These beneficial roles are not listed in order of priority.

Geologically hazardous areas - Areas that because of their susceptibility to erosion, sliding, earthquake, or other geological events, are not suited to siting residential, commercial, or industrial development consistent with public health or safety concerns. Geologically hazardous areas include, but are not limited to, "landslide hazard areas", "steep slopes", and "erosion hazard areas".

Geotechnical report or geotechnical analysis - A scientific study or evaluation conducted by qualified ~~expert~~ engineers or geologists who are knowledgeable about the regional and local geology and licensed in the State of Washington, that includes a description of the site hydrology and geology, the affected land form and its susceptibility to mass wasting, conclusions and recommendations regarding the effect of the proposed development on geologic conditions, the adequacy of the site to be developed, the impacts of the proposed development, alternative approaches to the proposed development, and measures to mitigate potential site specific and cumulative impacts of the proposed development including the potential adverse impacts to adjacent and downstream material resource. Geotechnical reports shall conform to accepted technical standards and must be prepared by qualified engineers or geologists who are knowledgeable about the regional and local geology.

Ground water - Water in a saturated zone or stratum beneath the surface of land or a surface water body.

Ground water management area - A specific geographic area or subarea designated pursuant to Chapter 173-100 WAC for which a ground water management program is required.

Ground water management program - A comprehensive program designed to protect ground water quality, to assure ground water quantity, and to provide for efficient management of water resources while recognizing existing ground water rights and meeting future needs consistent with local and state objectives, policies and authorities within a designated ground water management area or subarea and developed pursuant to Chapter 173-100 WAC.

Growth Management Act - RCW 36.70A, and 36.70B, as amended.

Habitats of local importance - “Habitats of local importance” designated as fish and wildlife habitat conservation areas include those areas found to be locally important by counties and cities.

Hazard areas - Areas designated as frequently flooded areas or geologically hazardous areas due to potential for erosion, landslide, seismic activity, mine collapse, or other geological condition.

Hazard tree - A tree that is a threat to life, property, or public safety. Due to their high habitat value, hazard tree removal shall not adversely affect ecosystem functions to the extent practicable, encourage the creation of snags (Priority Habitat features) rather than complete tree removal, involve an avoidance and minimization of damage to remaining trees and vegetation, and require a qualified arborist to evaluate requests for hazard tree removal.

Hazardous substances - Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or 173-303-100.

High intensity land use - Land uses which are associated with moderate or high levels of human disturbance or substantial wetland habitat impacts including, but not limited to, medium and high density residential single-family residential using septic systems, multi-family residential, active recreation, and commercial and industrial land uses.

Hydric soil - A soil that is saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined by the following methods described in the approved federal wetland delineation manual and applicable regional supplements.

Hydrophytic vegetation - Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the approved federal wetland delineation manual and applicable regional supplements.

Impervious surface - A hard surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater.

In-kind compensation - To replace critical areas with substitute areas whose characteristics and functions closely approximate those destroyed or degraded by a regulated activity. It does not mean replacement "in-category."

Isolated wetlands - Those regulated wetlands which:

1. Are outside of and not contiguous to any 100-year floodplain or a lake, river, or stream; and
2. Have no contiguous hydric soils or hydrophytic vegetation between the wetland and any surface water.

Injection well(s)

1. **Class I** - A well used to inject industrial, commercial, or municipal waste fluids beneath the lowermost formation containing, within one quarter (1/4) mile of the well bore, an underground source of drinking water.
2. **Class II** - A well used to inject fluids:
 - a. Brought to the surface in connection with conventional oil or natural gas exploration or production and may be commingled with wastewaters from gas plants that are an integral part of production operations, unless those waters are classified as dangerous wastes at the time of injection;

- b. For enhanced recovery of oil or natural gas; or
 - c. For storage of hydrocarbons that are liquid at standard temperature and pressure.
3. **Class III** - A well used for extraction of minerals, including but not limited to the injection of fluids for:
- a. In-situ production of uranium or other metals that have not been conventionally mined;
 - b. Mining of sulfur by Frasch process; or
 - c. Solution mining of salts or potash.
4. **Class IV** - A well used to inject dangerous or radioactive waste fluids.
5. **Class V** - All injection wells not included in Classes I, II, III, or IV.

Inter-rill - Inter-rills are areas subject to sheetwash.

Landslide hazard areas - Areas that are potentially subject to risk of mass movement due to a combination of geologic landslide resulting from a combination of geologic, topographic, and hydrologic factors. These areas are typically susceptible to landslides because of a combination of factors including: bedrock, soil, slope gradient, slope aspect, geologic structure, ground water, or other factors.

Low intensity land use - Land uses which are associated with low levels of human disturbance or low wetland habitat impacts, including, but not limited to, low density single-family residential with adequate sewer and stormwater retention/detention/biofiltration facilities, passive recreation, open space, or forest management land uses.

Mine hazard areas - Areas that are underlain by, adjacent to, or affected by mine workings such as adits, gangways, tunnels, drifts, or airshafts, and those areas of probable sink holes, gas releases, or subsidence due to mine workings. Factors that should be considered include: Proximity to development, depth from ground surface to the mine working, and geologic material.

Mitigation - The process of avoiding, reducing or compensating for the environmental impact(s) of a proposal, including the following listed in the order of sequence priority. Measure (1) shall be applied first and subsequent measures applied only after higher priority measures are demonstrated to be not feasible or applicable.

1. Avoiding the impact altogether by not taking a certain action or parts of an action;
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using the appropriate technology, or by taking affirmative steps to avoid or reduce impacts;

3. Rectifying the impact by repairing, rehabilitating or restoring the effected environment;
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action;
5. Compensating for the impact by replacing, enhancing, or providing substitute resources and environments; and
6. Monitoring the impact and the compensation projects and taking appropriate corrective measures.

Monitoring - Evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems and assessing the performance of required mitigation measures throughout the collection and analysis of data by *various methods* for the purpose of understanding and documenting changes in natural ecosystems and features, and includes gathering baseline data.

Native vegetation - Plant species which are indigenous to the area of question.

No Net Loss of Critical Areas - The actions taken to achieve and ensure no overall reduction in existing ecosystem functions and values or the natural systems constituting the protected critical areas. This may involve fully offsetting any unavoidable impacts to critical area functions and values pursuant to the Growth Management Act, [WAC 365-196- 830](#) 'Protection of critical areas,' or as amended.

Ordinary High Water Mark (OHWM) - That mark which is found by examining the bed and banks of water bodies and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, that the soil has a character distinct from that of the abutting upland in respect to vegetation.

Out-of-kind compensation - To replace critical areas with substitute critical areas whose characteristics do not closely approximate those destroyed or degraded. It does not refer to replacement "out-of-category."

Permeability - The capacity of an aquifer or confining bed to transmit water. It is a property of the aquifer or confining bed and is independent of the force causing movement.

Porous soil types - Soils, as identified by the National Resources Conservation Service, U.S. Department of Agriculture, that contain voids, pores, interstices or other openings which allow the passing of water.

Potable water - Water that is safe and palatable for human use.

Practicable alternative - An alternative that is available and capable of being carried out after taking into consideration, cost, existing technology, and logistics in light of overall project purposes, and having less impacts to critical areas.

Primary association area - The area used on a regular basis by, or is in close association with, or is necessary the proper functioning of the habitat of a specific species. Regular basis means that the habitat area is normally, or usually known to contain a critical species, or based on known habitat requirements of the species, the area is likely to contain the species. Regular basis is species and population dependent. Species that exist in low numbers may be present infrequently yet rely on certain habitat types.

Priority habitat - A habitat type with unique or significant value to one or more species. An area classified and mapped as priority habitat must have one or more of the following attributes:

- Comparatively high fish and wildlife density;
- Comparatively high fish and wildlife species diversity;
- Important fish and wildlife breeding habitat;
- Important fish and wildlife seasonal ranges;
- Important fish and wildlife movement corridors;
- Limited availability;
- High vulnerability to habitat alteration; or
- Unique or dependent species.

A priority habitat may be described by a unique vegetation type or by a dominant plant species that is of primary importance to fish and wildlife (such as, oak woodlands, eelgrass meadows). A priority habitat may also be described by a successional stage (such as, old growth and mature forests). Alternatively, a priority habitat may consist of a specific habitat element (such as, consolidated marine/estuarine shorelines, talus slopes, caves, snags) of key value to fish and wildlife. A priority habitat may contain priority and/or non-priority fish and wildlife. Priority habitats are listed by the state Department of Fish and Wildlife.

Priority species - Fish and wildlife species requiring protective measures and/or management guidelines to ensure their perpetuation. Priority species are those that meet any of the criteria listed below.

- **Criterion 1: State-listed or state candidate species.** State-listed species are those native fish and wildlife species legally designated as endangered (WAC 232-12-014), threatened (WAC 232-12-011), or sensitive (WAC 232-12-011). State candidate species are those fish and wildlife species that will be reviewed by the department of Fish and Wildlife (POL-M-6001) for possible listing as endangered, threatened, or sensitive according to the process and criteria defined in WAC 232-12-297. Federal candidate species are evaluated individually to determine their status in Washington and whether inclusion as a priority species is justified.
- **Criterion 2: Vulnerable aggregations.** Vulnerable aggregations include those species or groups of animals susceptible to significant population declines, within a specific area or state-wide, by virtue of their inclination to congregate. Examples include heron rookeries, seabird concentrations, marine mammal haulouts, shellfish beds, and fish spawning and rearing areas.
- **Criterion 3: Species of recreational, commercial and/or tribal importance.** Native and nonnative fish, shellfish, and wildlife species of recreational or commercial importance and recognized species used for tribal ceremonial and subsistence purposes that are vulnerable to habitat loss or degradation.

- Criterion 4: Species listed under the Endangered Species Act as either threatened or endangered.

Qualified professional - A person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, geomorphology or related field, and a minimum of two years of related work experience.

1. A qualified professional for habitats or wetlands must have a degree in biology and professional experience related to the subject species.
2. A qualified professional for a geological hazard must be a professional engineer or geologist, licensed in the state of Washington.
3. A qualified professional for critical aquifer recharge areas must be a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

Repair or maintenance - An activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design, drain, dredge, fill, flood, or otherwise alter additional wetlands are not included in this definition.

Riparian habitat - Areas adjacent to aquatic systems with flowing water that contain elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife. Widths shall be measured from the edge of the channel migration zone, if present. If not present, the width shall be measured from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified. It includes the entire extent of the floodplain and the extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence the stream system. Riparian habitat areas include those riparian areas severely altered or damaged due to human development activities.

River - See "Watercourse."

Salmonid fish use - Those waters used by salmonid or anadromous fish for spawning, rearing or migration. If salmonid fish use has not been determined, salmonid fish use shall be presumed for waters having the following characteristics:

1. Stream segments having a defined channel of 2 feet or greater within the bankfull width and having a gradient of 16 percent or less.

2. Stream segments having a defined channel or 2 feet or greater within the bankfull, and having a gradient greater than 16 percent and less than or equal to 20 percent, and having greater than 50 acres in contributing basin size in, based on hydrographic boundaries;
3. Ponds or impoundments having a surface area of less than 1 acre at seasonal low water and having an outlet to a fish stream;
4. Ponds or impoundments having a surface area greater than 0.5 acre at seasonal low water.

The City may waive or modify the characteristics of this definition where:

1. Waters have confirmed, long term, naturally occurring conditions that make them incapable of supporting fish; or
2. Sufficient information is available to support a departure from the characteristics of this subsection, as determined in consultation with the Department of Fish and Wildlife, affected tribes and interested parties.

Seismic hazard areas - Areas that are subject to severe risk of damage as a result of earthquake-induced ground shaking, slope failure, settlement, or soil liquefaction.

SEPA - Washington State Environmental Policy Act, Chapter 43.21C RCW.

Serviceable - Presently usable.

Shorelines - All of the water areas of the state, including reservoirs and their associated shorelands, together with the lands underlying them; except (i) shorelines of state-wide significance; (ii) shorelines on segments of streams upstream of a point where the mean annual flow is twenty cubic feet per second or less and the wetlands associated with such upstream segments; and (iii) shorelines on lakes less than twenty acres in size and wetlands associated with such small lakes.

Shorelines of state-wide significance - Those areas defined within the City of Gold Bar's Shoreline Master Program.

Shorelands or Shoreland areas - Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes and tidal waters which are subject to the provisions of the Washington State Shorelines Management Act of 1971.

Soil bio-engineering techniques - An applied science that combines structure, biological, and ecological concepts to construct living structures that stabilize the soil to control erosion, sedimentation, and flooding, using live plant materials as a main structural component.

Special protection areas - Aquifer recharge areas defined by WAC 173-200-090 that require special consideration or increased protection because of unique characteristics, including, but not limited to:

1. Ground waters that support an ecological system requiring more stringent criteria than drinking water standards;
2. Ground water recharge areas and wellhead protection areas, that are vulnerable to pollution because of hydrogeologic characteristics; and
3. Sole source aquifer status.

Species - Any group of animals classified as a species or subspecies as commonly accepted by the scientific community.

Species, endangered - Any fish or wildlife species that is threatened with extinction throughout all or a significant portion of its range and is listed by the state or federal government as an endangered species.

Species of local importance - Those species of local concern due to their population status or their sensitivity to habitat manipulation, or that are game species.

Species, priority - Any fish or wildlife species requiring protective measures and/or management guidelines to ensure their persistence as genetically viable population levels as classified by the Department of Fish and Wildlife, including endangered, threatened, sensitive, candidate and monitor species, and those of recreational, commercial, or tribal importance.

Species, threatened - Any fish or wildlife species that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range without cooperative management or removal of threats, and is listed by the state or federal government as a threatened species.

Steep slopes - Slopes of 40% or greater. A 40% slope is defined as any ground that rises at an inclination of 40% or more within a vertical elevation change of at least 10 feet (a vertical rise of ten feet for every twenty-five feet. of horizontal distance). A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief. The "toe" of a slope is a distinct topographical break in slope which separates slopes inclined less than 40% from slopes equal to or in excess of 40%. Where no distinct break exists, the toe of a steep slope is the lower most limit of the area where the ground surface drops ten feet vertically within a horizontal distance of twenty-five feet. The "top" of a slope is a distinct, topographical break in slope which separates slopes inclined at less than 40% from slopes equal to or in excess of 40%. Where no distinct break in slope exists, the top of the slope shall be the uppermost limit of the area where the ground surface drops at least 10 feet vertically within a horizontal distance of twenty-five feet.

Storm water - Surface water runoff collected and transported by a managed system.

Stream - See "Watercourse."

Sub-drainage basin or **subbasin** - The drainage area of the highest order stream containing the subject property impact area. Stream order is the term used to define the position of a stream in the hierarchy of tributaries in the watershed. The smallest streams are the highest order (first order) tributaries. These are the upper watershed streams and have no tributaries of their own. When two first order streams meet, they form a second order stream, and when two second order streams meet they become a third order stream, and so on.

Substantially degrade - To cause damage or harm to an area's natural ecological functions. An action is considered to substantially degrade the environment if: The damaged ecological function or functions affect other related functions or the liability of the larger ecosystem; or The damage is not reversed or self-correcting through natural means within approximately two years; or There is the threat, as determined by best available science, that the degrading action could cause significant damage to shoreline ecological functions under foreseeable conditions; or There is the threat that the action could contribute to damaging ecological functions as part of cumulative impacts from similar permitted activities on nearby shorelines.

Unavoidable and necessary impacts - Impacts to critical areas that remain after a person proposing to alter critical areas has demonstrated that no practicable alternative exist to the proposed project.

Vulnerability - The combined effect of susceptibility to contamination and the presence of potential contaminants.

Water dependent - A use or portion of a use that cannot exist in a location that is not adjacent to the water, but is dependent on the water by reason of the intrinsic nature of its operations. A use that can be carried out only on, in, or adjacent to water. Examples of water dependent uses include ship cargo terminal loading areas; fishing; ferry and passenger terminals; barge loading, ship building, and dry docking facilities; marinas, moorage, and boat launching facilities; aquaculture; float plane operations; surface water intake; and sanitary sewer and storm drain outfalls.

Water table - That surface in an unconfined aquifer at which the pressure is atmospheric. It is defined by the levels at which water stands in wells that penetrate the aquifer just far enough to hold standing water.

Water Typing System - Waters classified according to WAC 222-16-030 as follows:

- A. **"Type S Water"** means all waters, within their bankfull width, as inventoried as "shorelines of the state" under chapter 90.58 RCW and the rules promulgated pursuant to chapter 90.58 RCW including periodically inundated areas of their associated wetlands.
- B. **"Type F Water"** means segments of natural waters other than Type S Waters, which are within the bankfull widths of defined channels and periodically inundated areas of their associated wetlands, or within lakes, ponds, or impoundments having a surface

area of 0.5 acre or greater at seasonal low water and which in any case contain fish habitat or are described by one of the following four categories:

1. Waters, which are diverted for domestic use by more than 10 residential or camping units or by a public accommodation facility licensed to serve more than 10 persons, where such diversion is determined by the department to be a valid appropriation of water and the only practical water source for such users. Such waters shall be considered to be Type F Water upstream from the point of such diversion for 1,500 feet or until the drainage area is reduced by 50 percent, whichever is less;
 2. Waters, which are diverted for use by federal, state, tribal or private fish hatcheries. Such waters shall be considered Type F Water upstream from the point of diversion for 1,500 feet, including tributaries if highly significant for protection of downstream water quality. The department may allow additional harvest beyond the requirements of Type F Water designation provided the department determines after a landowner-requested on-site assessment by the department of fish and wildlife, department of ecology, the affected tribes and interested parties that:
 - a. The management practices proposed by the landowner will adequately protect water quality for the fish hatchery; and
 - b. Such additional harvest meets the requirements of the water type designation that would apply in the absence of the hatchery;
 3. Waters, which are within a federal, state, local, or private campground having more than 10 camping units: Provided, That the water shall not be considered to enter a campground until it reaches the boundary of the park lands available for public use and comes within 100 feet of a camping unit, trail or other park improvement;
 4. Riverine ponds, wall-based channels, and other channel features that are used by fish for off-channel habitat. These areas are critical to the maintenance of optimum survival of fish. This habitat shall be identified based on the following criteria:
 - a. The site must be connected to a fish habitat stream and accessible during some period of the year; and
 - b. The off-channel water must be accessible to fish.
- C. **"Type Np Water"** means all segments of natural waters within the bankfull width of defined channels that are perennial nonfish habitat streams. Perennial streams are flowing waters that do not go dry any time of a year of normal rainfall and include the intermittent dry portions of the perennial channel below the uppermost point of perennial flow.

- D. **"Type Ns Water"** means all segments of natural waters within the bankfull width of the defined channels that are not Type S, F, or Np Waters. These are seasonal, nonfish habitat streams in which surface flow is not present for at least some portion of a year of normal rainfall and are not located downstream from any stream reach that is a Type Np Water. Ns Waters must be physically connected by an above-ground channel system to Type S, F, or Np Waters.

Watercourse - Any portion of a channel, bed, bank, or bottom waterward of the ordinary high water line of waters of the state including areas in which fish may spawn, reside, or through which they may pass, and tributary waters with defined beds or banks, which influence the quality of fish habitat downstream. This includes watercourses that flow on an intermittent basis or which fluctuate in level during the year and applies to the entire bed of such watercourse whether or not the water is at peak level. This definition does not include irrigation ditches, canals, storm water run-off devices, or other entirely artificial watercourses, except where they exist in a natural watercourse that has been altered by humans.

Well - A bored, drilled or driven shaft, or a dug hole whose depth is greater than the largest surface dimension for the purpose of withdrawing or injecting water or other liquids.

Wellhead protection area (WHPA) - The portion of a zone of contribution for a well, wellfield or spring, as defined using criteria established by the state Department of Ecology.

Wetlands - Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation, typically adapted for life in saturated soil conditions. Wetlands generally include natural ponds, swamps, marches, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands.

Wetland edge - The boundary of a wetland as delineated based on the definitions contained in this ordinance.

Section 3 General Provisions

3.1 Abrogation and Greater Restriction

It is not intended that this ordinance repeal, abrogate, or impair any existing regulations, easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

3.2 Interpretation

The provisions of this ordinance shall be held to be minimum requirements in their interpretation and application and shall be liberally construed to serve the purposes of this ordinance.

3.3 Severability

If any clause, sentence, paragraph, section or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confirmed in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any part thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

3.4 Fees.

- A. By resolution, fees shall be establish for critical areas review and other services provided by the City as required by this Ordinance.
- B. Unless otherwise indicated in this Ordinance, the applicant shall be responsible for the initiation, preparation, submission, and expense of all required reports, assessment(s), studies, plans, reconnaissance(s), peer review(s) by qualified consultants, and other work prepared in support of or necessary to review the application.

3.5 Applicability

- A. This ordinance applies to all development activities not expressly exempted from this ordinance, whether or not a permit or authorization is required. Compliance with the requirements of this ordinance is required prior to City approval of, or issuance of permit for any regulated activity in the City of Gold Bar. The Public Works Director or his/her designee shall be responsible for reviewing compliance with this ordinance, unless otherwise specified. If a development activity does not require a separate City of Gold Bar permit, the applicant shall request a critical areas review from the City of Gold Bar. The Public Works Director or his/her designee shall issue permits or authorize activities only upon a finding that the proposed regulated activity complies

with all applicable provisions of this ordinance. No regulated activity may be conducted without the prior approval of the City of Gold Bar.

- B. Nothing in this ordinance shall be construed to excuse compliance with any federal, state, or local statute, ordinance or regulation applicable to the subject property or to the development activity, including the rules promulgated under the authority of this chapter.
- C. When any provision of any other ordinance of the City of Gold Bar conflicts with this ordinance, that which provides more protection to critical areas and their buffers shall apply unless specifically provided otherwise in this ordinance.

3.6 Maps and Inventory

The Gold Bar critical areas maps have been constructed using existing data and mapping from FEMA, the national wetlands inventory, Snohomish County, Washington Department of Natural Resources/ Washington Geologic Information Portal, Washington Department of Fish & Wildlife Priority Habitat Species and other sources. This delineation is for general reference purposes only and shall not be used to determine whether a parcel of land has or has not existing critical areas within its boundaries. All determinations of critical area boundaries shall be made pursuant to this ordinance.

The City of Gold Bar has several significant stream and wetland systems that are identified and rated. This information is located within the City's adopted Shoreline Master Program mapping, below:

- ~~A. The Wallace River is a Type I Stream inventoried under the City of Gold Bar's Master Shorelines Program,~~
- ~~B. The Skykomish River is a Type I Stream inventoried under the City of Gold Bar's Master Shorelines Program and is listed as a Shoreline of Statewide Significance,~~
- ~~C. May Creek is a Type II Stream inventoried under the City of Gold Bar's Master Shorelines Program,~~

3.7 Allowed Activities

The following uses shall be allowed within a critical area or critical area buffer without critical areas review, provided that they will comply with no net loss standards ~~are non-polluting, not substantially degrading, are not prohibited by any other ordinance or law,~~ and they are conducted using best management practices. The City may apply conditions to the underlying permit or approval, such as a building permit, to ensure that the proposal is consistent with the provisions of this Ordinance to protect critical areas.

- A. **Emergencies.** Emergency activities are those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of damage to private property and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this Ordinance.

Emergency actions that create an impact to a critical area or its buffer shall use reasonable methods to address the emergency; in addition, they must have the least possible impact to the critical area or its buffer. The person or agency undertaking such action shall notify the City within one (1) working day following commencement of the emergency activity. Within thirty (30) days, the Public Works Director shall determine if the action taken was within the scope of the emergency actions allowed in this Subsection. If the City determines that the action taken, or any part of the action taken, was beyond the scope of an allowed emergency action, then enforcement provisions of *Enforcement, Section 10.2* shall apply.

After the emergency, the person or agency undertaking the action shall fully restore and/or mitigate any impacts to the critical area and buffers resulting from the emergency action in accordance with an approved critical area report and mitigation plan. The person or agency undertaking the action shall apply for review, and the alteration, critical area report, and mitigation plan shall be reviewed by the City in accordance with the review procedures contained herein. Restoration and/or mitigation activities must be initiated within one (1) year of the date of the emergency, and completed in a timely manner;

- B. Conservation or preservation of soil, water, vegetation, fish, shellfish, and other wildlife;
- C. Outdoor recreational activities, including fishing, bird watching, hiking, non-motorized boating, swimming and other similar non-polluting passive activities;
- D. The harvesting of wild crops in a manner that is not injurious to natural reproduction of such crops and provided the harvesting does not require tilling of soil planting of crops, or alteration of the wetland by changing existing topography, water conditions, or water sources;
- E. Existing and ongoing agricultural activities including farming, horticulture, aquaculture, and irrigation. Activities on areas lying fallow as part of a conventional rotational cycle are part of an ongoing operation. Activities which bring an area into agricultural use are not part of an ongoing operation. An operation ceases to be ongoing when the area on which it was conducted has been converted to another use or has lain idle so long that modifications to the hydrological regime are necessary to resume operations.
- F. The maintenance or modification of irrigation and drainage ditches, grass-lined swales, canals, storm water management facilities, farm ponds, and landscape amenities in existence prior to the adoption of this ordinance.
- G. Education, scientific research, and use of nature trails;
- H. Boundary markers;
- I. Site investigative work necessary for land use application submittals such as surveys, soil logs, and other related activities. In every case, critical areas impacts shall be minimized and disturbed areas shall be immediately restored;

- J. The following uses are allowed within critical areas and/or critical area buffers provided that impacts are minimized and that disturbed areas are immediately restored;
1. Normal maintenance, repair, or operation of existing serviceable structures, facilities, or improved areas. Maintenance and repair does not include any modification that changes the character, scope, or size of the original structure, facility, or improved area and does not include the construction of a maintenance road,
 2. Minor modification of existing serviceable structures within a buffer zone where modification does not adversely impact wetland functions,
 3. Flood control measures may be taken to protect property from damage due to upstream development as allowed by the U.S. Army Corps of Engineers, and
 4. Removal of hazard trees and dead and/or dying trees or vegetation that may pose potential risk to the public or subject property. Snag creation must be considered before total tree removal.
- K. **Permit requests subsequent to previous critical area review.** Development permits and approvals that involve both discretionary land use approvals (such as subdivisions, rezones, or conditional use permits), and construction approvals (such as building permits) if all of the following conditions have been met:
1. The provisions of this Ordinance have been previously addressed as part of another approval;
 2. There have been no material changes in the potential impact to the critical area or buffer since the prior review;
 3. There is no new information available that is applicable to any critical area review of the site or particular critical area;
 4. The permit or approval has not expired or, if no expiration date, no more than five years has elapsed since the issuance of that permit or approval; and
 5. Compliance with any standards or conditions placed upon the prior permit or approval has been achieved or secured;
- L. **Public and private pedestrian trails.** Public and private pedestrian trails, except in wetlands, fish and wildlife habitat conservation areas, or their buffers, subject to the following:
1. The trail surface shall meet all other requirements including water quality standards set forth in the storm water management regulations;

2. Critical area and/or buffer widths shall be increased, where possible, equal to the width of the trail corridor, including disturbed areas; and
3. Trails proposed to be located in landslide or erosion hazard areas shall be constructed in a manner that does not increase the risk of landslide or erosion and in accordance with an approved geotechnical report;

M. **Forest practices.** Forest practices regulated and conducted in accordance with the provisions of Chapter 76.09 RCW and forest practices regulations, Ordinance 222 WAC, and those that are exempt from City's jurisdiction, provided that forest practice conversions are not exempt.

3.8 Jurisdiction

1. This ordinance shall apply to all lands, all land uses and development, and all structures and facilities in Gold Bar. This ordinance shall apply to every person, individual, firm, partnership, corporation, governmental agency or other entity which owns, leases, or administers land within Gold Bar.
2. This ordinance provides regulations for land use and development in and adjacent to critical areas as defined herein. These regulations are additional to, and coordinated with, the Gold Bar comprehensive plan, regulations adopted pursuant to the Gold Bar Municipal Code, and any other applicable regulations adopted by the City of Gold Bar. This ordinance applies to all critical areas not regulated under the Shoreline Master Program. If there are any conflicts between this ordinance and other applicable regulations, the most restrictive requirements apply.
3. Appendix 1 provides a general summary of preliminary project review (exemptions, waivers, vesting, and reasonable use exceptions) and the critical area review process. The table in this appendix is provided to guide the applicant through the various steps involved in the process; however, the text in the table is not intended to replace the individual sections of this ordinance.

3.9 Non-Conforming Exceptions

A regulated activity that was approved prior to the passage of this ordinance but which is not in conformity with the provisions of this ordinance may be continued subject to the following:

- A. No such activity shall be expanded, changed, enlarged, or altered in any way that increases the extent of its non-conformity except for the development exemptions outlined in section 3.9.
- B. Except for cases of discontinuance as part of normal agricultural practices, if a non-conforming activity is discontinued for twelve consecutive months, any resumption of the activity shall conform to this ordinance.

- C. Repair or replacement of nonconforming structures damaged or destroyed by fire, vandalism, wind, flood, or other natural disasters shall be permitted by this ordinance subject to the proscription against any increase in the extent of nonconformity stated above.

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Section 4 Critical Areas Project Review

4.1 Critical Area Review Process

- A. **Pre-application consultation.** Any person preparing to submit an application for development or use of land where the proposal is located within or adjacent to a critical areas or its buffer, or is likely to impact a critical area, shall conduct a consultation meeting with the Public Works Director or his/her designee prior to submitting an application for development or other approval. At this meeting, the Public Works Director or his/her designee shall discuss the requirements of this Ordinance; provide available critical area maps, scientific information, and other materials; outline the review process; and, work with the applicant to identify any potential concerns that might arise during the review process, in addition to discussing other permit procedures and requirements.
- B. **Initial review.** Following submittal of an application for development or use of land, the Public Works Director or his/her designee shall review the application, site conditions, and other information available pertaining to the site and the proposal and make a determination as to whether any critical areas may be affected by the proposal.
- C. **Site inspection.** The property owner shall provide the City with reasonable access to the site for the purpose of inspections during any proposal review, restoration, emergency action, or monitoring period.
- D. **Critical area report required.** If the information available indicates that the project area is within or adjacent to a critical area or buffer, or that the proposed activity is likely to degrade a critical area, then the applicant shall be required to submit a critical area report prior to further review of the project.

4.2 Review criteria

- A. Any permit or approval that includes an alteration to a critical area or its buffer, unless otherwise provided for in this Ordinance, may be approved, approved with conditions, or denied based on the proposal's ability to comply with all of the following criteria:
 - 1. The proposal minimizes the impact on critical areas in accordance with *Mitigation sequencing*, Section 4.7;
 - 2. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - 3. The proposal is consistent with the general purposes of this Ordinance and the public interest;
 - 4. Any alterations permitted to the critical area are mitigated in accordance with *Critical areas mitigation requirements*, Section 4.6;

5. The proposal protects the critical area functions and values consistent with the best available science; and
 6. The proposal is consistent with other applicable regulations and standards. A favorable critical areas review should not be construed as endorsement or approval of any underlying permit or approval.
- B. The City may condition the underlying permit or approval as necessary to mitigate impacts to critical areas and to conform to the standards required by this Ordinance. Any conditions of approval shall be attached to the underlying permit or approval.
- C. The applicant has the burden of proving that a proposal complies with the standards set forth in this Ordinance.

4.3 Completion of the critical area review

The City's determination regarding critical areas pursuant to this Ordinance shall be final concurrent with the final decision to approve, condition, or deny the development proposal or other activity involved.

4.4 Appeals

Any decision to approve, condition, or deny a development proposal or other activity based on the requirements of this Ordinance may be appealed according to, and as part of, the appeal procedure for the permit or approval involved.

4.5 Critical area report

- A. The critical area report shall use scientifically valid methods and studies in the analysis of critical area data and field reconnaissance and reference the source of science used. The critical area report shall evaluate the proposal and all probable impacts to critical areas. The critical area report shall be prepared by a qualified professional.
- B. At a minimum, the report shall contain the following:
1. The name and contact information of the applicant, a description of the proposal, and identification of the permit requested;
 2. The dates, names, and qualifications of the persons preparing the report and documentation of any fieldwork performed on the site;
 4. Identification and characterization of all critical areas, water bodies, and buffers adjacent to the proposed project area;
 5. A statement specifying the accuracy of the report, and all assumptions made and relied upon;

6. An assessment of the probable cumulative impacts to critical areas resulting from development of the site and the proposed development;
 7. An analysis of site development alternatives;
 8. A description of reasonable efforts made to avoid, minimize, and mitigate impacts to critical areas consistent with *Mitigation sequencing*, Section 4.7. The report must demonstrate the following considerations at minimum, if applicable:
 - a) Alternative building locations on the property;
 - b) Adjustments to the project footprint and orientation;
 - c) Modification of non- critical area setbacks, where feasible, as a first option before encroaching into critical areas or their buffers; or
 - d) Multi-story design or alternate building design.
 9. Plans for adequate mitigation, as needed, to offset any impacts;
 10. A discussion of the performance standards applicable to the critical area and proposed activity;
 11. Financial guarantees to ensure compliance; and
 12. Any additional information required for the critical area as specified in the corresponding chapter.
- C. Unless otherwise provided, a critical area report may be supplemented by or composed, in whole or in part, of any reports or studies required by other laws and regulations or previously prepared for and applicable to the development proposal site, as approved by the City.
- D. The following areas shall be addressed in a critical area report:
1. The project area of the proposed activity; and
 2. All geologically hazardous areas within two hundred (200) feet of the project area or that have potential to be affected by the proposal;
 3. All wetlands and recommended buffers within three hundred (300) feet of the project area; and
 4. All shoreline areas, water features, floodplains, and other critical areas, and related buffers within three hundred (300) feet of the project area.
 5. All habitat conservation areas and recommended buffers within three hundred (300) feet of the project area; and

- E. The required geographic area of the critical area report may be limited as appropriate if:
 - 1. The applicant, with assistance from the City, cannot obtain permission to access properties adjacent to the project area; or
 - 2. The proposed activity will affect only a limited part of the subject site.
- F. The City may require additional information to be included in the critical area report when determined to be necessary to the review of the proposed activity in accordance with this Ordinance.

4.6 Critical Areas Mitigation Requirements

- A. Unless otherwise provided in this Ordinance, if alteration to the critical area is unavoidable, all adverse impacts to or from critical areas and buffers resulting from a development proposal or alteration shall be mitigated in accordance with an approved critical area report.
- B. Mitigation shall be sufficient to maintain the functions and values of the critical area, and to prevent risk from a hazard posed by a critical area.
- C. Mitigation shall not be implemented until after City review of a critical area report that includes a mitigation plan, and mitigation shall be in accordance with the provisions of the approved critical area report.
- D. Where feasible, mitigation projects shall be completed prior to activities that will disturb wetlands. In all other cases, mitigation shall be completed immediately following disturbance and prior to use or occupancy of the activity or development. Construction of mitigation projects shall be timed to reduce impacts to fish, wildlife and flora.
- E. The City may authorize a one-time temporary delay, up to one-hundred-twenty (120) days, in completing minor construction and landscaping when environmental conditions could produce a high probability of failure or significant construction difficulties. The delay shall not create or perpetuate hazardous conditions or environmental damage or degradation, and the delay shall not be injurious to the health, safety and general welfare of the public. The request for the temporary delay must include a written justification that documents the environmental constraints that preclude implementation of the mitigation plan. The justification must be verified and approved by the City, and include a financial guarantee.

4.7 Mitigation Sequencing

Applicants shall demonstrate that all reasonable efforts have been examined with the intent to avoid and minimize impacts to critical areas. When an alteration to a critical

area is proposed, such alteration shall be avoided, minimized, or compensated for in the following sequential order of preference:

- A. Avoiding the impact altogether by not taking a certain action or parts of an action;
- B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
- C. Rectifying the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by repairing, rehabilitating, or restoring the affected environment to the historical conditions or the conditions existing at the time of the initiation of the project;
- D. Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
- E. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
- F. Compensating for the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and
- G. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

4.8 Mitigation Plan Requirements

When mitigation is required, the applicant shall submit for approval by City a mitigation plan as part of the critical area report. The mitigation plan shall include:

- A. **Environmental goals and objectives.** The mitigation plan shall include a written report identifying environmental goals and objectives of the compensation proposed and including:
 - 1. A description of the anticipated impacts to the critical areas and the mitigating actions proposed and the purposes of the compensation measures, including the site selection criteria; identification of compensation goals; identification of resource functions; and dates for beginning and completion of site compensation construction activities. The goals and objectives shall be related to the functions and values of the impacted critical area;
 - 2. A review of the best available science supporting the proposed mitigation and a description of the report author's experience to date in restoring or creating the type of critical area proposed; and

3. An analysis of the likelihood of success of the compensation project.
- B. **Performance standards.** The mitigation plan shall include measurable specific criteria for evaluating whether or not the goals and objectives of the mitigation project have been successfully attained and whether or not the requirements of this Ordinance have been met.
- C. **Detailed construction plans.** The mitigation plan shall include written specifications and descriptions of the mitigation proposed, such as:
1. The proposed construction sequence, timing, and duration;
 2. Grading and excavation details;
 3. Erosion and sediment control features;
 4. A planting plan specifying plant species, quantities, locations, size, spacing, and density; and
 5. Measures to protect and maintain plants until established.

These written specifications shall be accompanied by detailed site diagrams, scaled cross-sectional drawings, topographic maps showing slope percentage and final grade elevations, and any other drawings appropriate to show construction techniques or anticipated final outcome.

- D. **Monitoring program.** The mitigation plan shall include a program for monitoring construction of the compensation project, and for assessing a completed project. A protocol shall be included outlining the schedule for site monitoring (for example, monitoring shall occur in years 1, 3, 5 and 7 after site construction), and how the monitoring data will be evaluated to determine if the performance standards are being met. A monitoring report shall be submitted as needed to document milestones, successes, problems, and contingency actions of the compensation project. The compensation project shall be monitored for a period necessary to establish that performance standards have been met, but not for a period less than five (5) years.
- E. **Contingency plan.** The mitigation plan shall include identification of potential courses of action, and any corrective measures to be taken if monitoring or evaluation indicates project performance standards are not being met.
- F. **Financial guarantees.** The mitigation plan shall include financial guarantees, if necessary, to ensure that the mitigation plan is fully implemented. Financial guarantees ensuring fulfillment of the compensation project, monitoring program, and any contingency measures shall be posted in accordance with *Bonds to ensure mitigation, maintenance, and monitoring*, Section 4.10.

4.9 Acting on the Application

The following conditions shall apply to use permits:

A. Native growth protection areas

1. Unless otherwise required in this Ordinance, native growth protection areas (NGPA) shall be used in development proposals for subdivisions, short subdivisions, planned unit developments, and binding site plans to delineate and protect those contiguous critical areas and buffers listed below:
 - a. All landslide hazard areas and buffers;
 - b. All wetlands and buffers;
 - c. All habitat conservation areas; and
 - d. All other lands to be protected from alterations as conditioned by project approval.
2. Native growth protection areas shall be recorded on all documents of title of record for all affected lots.
3. Native growth protection areas shall be designated on the face of the plat or recorded drawing in a format approved by the City attorney. The designation shall include the following restrictions:
 - a. An assurance that native vegetation will be preserved for the purpose of preventing harm to property and the environment, including, but not limited to, controlling surface water runoff and erosion, maintaining slope stability, buffering, and protecting plants, fish, and animal habitat; and
 - b. The right of the City to enforce the terms of the restriction.
4. Native growth protection areas are an integral part of the lot in which they are created, are not intended for sale, lease or transfer separate from the parent lot. Native growth protection areas shall be included in the area of the parent lot for purposes of subdivision method and minimum lot size.
5. The City of Gold Bar shall require, as a condition of any permit issued pursuant to this ordinance, that the applicant select one of the following methods to protect the native growth protection areas pursuant to Section 4.9.a:
 - a. The applicant shall record with the Snohomish County Auditor, a permanent and irrevocable deed restriction on the property title of all lots containing a native growth protection area. Such deed restriction(s) shall prohibit in perpetuity the development, alteration, or disturbance or vegetation within the critical area except as allowed for in this ordinance or for purposes of habitat enhancement as part of an enhancement project which has received prior written approval from any agency with jurisdiction over such activity; or

- b. The permit holder, shall record with the Snohomish County Auditor, an easement to the City of Gold Bar or other public or non-profit entity specified by the City of Gold Bar for the protection of wildlife and/or vegetation within a critical area and/or its buffer.

6. Deed Restriction Language

The deed restriction shall contain the following language:

- a. "Before beginning and during the course of any grading, building construction, or other development activity on a lot or development site subject to this deed restriction~ the common boundary between the area subject to the deed restriction and the area of development activity must be identified and marked. -
- b. Regardless of the legal method of protection chosen, responsibility for maintaining tracts shall be held by the property owner, the permit applicant or designee, adjacent lot owners, a homeowners association, or other entity as designated on the deed.
- c. The following note shall appear on the face of all plats, short plats, or other approved site plans containing separate sensitive area tracts, and shall be recorded on the title of record for all affected lots:

"Note: All lots adjoining separate sensitive area tracts identified as Native Growth Protection Area (N.G.P.A.) or protected by deed restriction are responsible for maintenance and protection of the tract(s). Maintenance includes insuring that no alterations except those allowed by Section 3.7 of the Critical areas Ordinance of the City of Gold Bar occur within the separate tract(s) and that all vegetation remains undisturbed unless the express written authorization of the City of Gold Bar has been received".

4.10 Bonds to ensure mitigation, maintenance, and monitoring

- A. When mitigation required pursuant to a development proposal is not completed prior to the City final permit approval, such as final plat approval or final building inspection, the City shall require the applicant to post a performance bond or other security in a form and amount deemed acceptable by the City. If the development proposal is subject to mitigation, the applicant shall post a mitigation bond or other security in a form and amount deemed acceptable by the City to ensure mitigation is fully functional.
- B. The bond shall be in the amount of one hundred and twenty-five percent (125%) of the estimated cost of the uncompleted actions or the estimated cost of restoring the functions and values of the critical area that are at risk, whichever is greater.

- C. The bond shall be in the form of a surety bond, performance bond, assignment of savings account, or an irrevocable letter of credit guaranteed by an acceptable financial institution with terms and conditions acceptable to the City attorney.
- D. Bonds or other security authorized by this Section shall remain in effect until the City determines, in writing, that the standards bonded for have been met. Bonds or other security shall be held by the City for a minimum of five (5) years to ensure that the required mitigation has been fully implemented and demonstrated to function, and may be held for longer periods when necessary.
- E. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.
- F. Public development proposals shall be relieved from having to comply with the bonding requirements of this Section if public funds have previously been committed for mitigation, maintenance, monitoring, or restoration.
- G. Any failure to satisfy critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within thirty (30) days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the City may demand payment of any financial guarantees or require other action authorized by the City code or any other law.
- H. Any funds recovered pursuant to this Section shall be used to complete the required mitigation.

4.11 Suspension or Revocation of a Permit

A. Suspension, Revocation

1. In addition to other penalties provided for elsewhere, the City of Gold Bar may stop work on a project if it finds that the applicant or permittee has not complied with any or all of the conditions or limitations set forth in the permit, has exceeded the scope of work set forth in the permit, or has failed to undertake the project in the manner set forth in the approved application. Work may resume when the applicant has complied.

4.12 Re-submittal of Denied Permit Applications

Applications which have been denied may not be resubmitted for a period of eighteen months. An application shall be construed as a re-submittal if it is substantially similar to the denied application. An application shall not be construed as substantially similar to a denied application if it significantly and materially reduces the adverse environmental impacts of the denied application or it significantly reduces noncompliance with this ordinance.

4.13 Critical areas reasonable use permit

- A. If the application of this Ordinance would deny all reasonable use of the subject property, the property owner may apply for an exception pursuant to this Section.
- B. An application for a reasonable use exception shall include a critical area report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (Chapter 43.21C RCW) (SEPA documents).
- C. The planning commission shall review the application, conduct a public hearing pursuant to the hearing provisions of the development code, and make recommendation to the city council. The city council shall approve, approve with conditions, or deny the request based on the proposal's ability to comply with all of the reasonable use permit criteria in Subsection (D).
- D. **Reasonable use permit criteria.** The criteria for review and approval of reasonable use permit is:
 - 1. The application of this Ordinance would deny all reasonable economic use of the property;
 - 2. No other reasonable use of the property has less impact on the critical area;
 - 3. The impact to the critical area is the minimum necessary to allow for reasonable use of the property;
 - 4. The proposal does not pose an unreasonable threat to the public health, safety, or welfare on or off the development proposal site;
 - 5. The proposal attempts to protect and mitigate impacts to the critical area functions and values consistent with the best available science; and
- E. **Burden of proof.** The applicant has the burden of proving that the application meets the stated reasonable use permit criteria.

Section 5 Wetlands

5.1 Designation and rating wetlands

- A. **Designating wetlands.** Wetlands are those areas, designated in accordance with the approved federal wetland delineation manual and applicable regional supplements, that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. All areas within the City meeting the wetland designation criteria, regardless of any formal identification, are designated wetlands.
- B. **Wetland ratings.** Wetlands shall be rated according to the Department of Ecology wetland rating system found in the *Washington State Wetland Rating System for Western Washington* (Ecology Publication No. ~~#14-06-029~~ 23-06-009, or as revised). This system contains the definitions and methods for determining the category of wetland. Wetland rating categories shall not change due to illegal modifications. Wetland categories and their buffers for the City of Gold Bar are demonstrated in Table 1 in Section 5.3 below. The City follows the Department of Ecology's recommended moderate risk approach to protecting wetland functions. By adopting Ecology's recommendations, there is a moderate risk that wetland functions will be impacted. Ecology's buffer recommendations are based on the assumption that the buffer area is well vegetated with native species appropriate to the ecoregion. This buffer table reflects Ecology's preferred recommendation of Buffer Option 1 (Washington Department of Ecology Wetland Guidance for Critical Areas Ordinance Updates -October 2022, Publication #22-06-014).

5.2 Wetlands Rating System and performance standards

- A. Activities and uses shall be prohibited from wetlands and wetland buffers, except as provided for in this Ordinance. Activities may only be permitted in a wetland or wetland buffer if the applicant can show that the proposed activity will not degrade the functions and values of the wetland and other critical areas, or that the impacts to the functions and values will be fully mitigated.
- B. Category I wetlands. Wetlands that:
1. represent a unique or rare wetland type; or
 2. are more sensitive to disturbance than most wetlands; or
 3. are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or
 4. provide a very high level of functions.

~~B. C.~~ **Category II ~~and III~~ wetlands.** Wetlands that are difficult, though not impossible, to replace, and provide high levels of some functions. These wetlands occur more commonly than Category I wetlands, but still need a relatively high level of protection. Water-dependent activities may be allowed in Category II ~~and III~~ wetlands where there are no practical alternatives that would have a less adverse impact on the wetland and other critical areas. Category II wetlands in western Washington include:

1. smaller estuarine wetlands; and
2. wetlands that perform functions well; and
3. interdunal wetlands larger than 1 acre or those in a mosaic.

~~D.~~ **Category III wetlands.** Wetlands that include:

1. wetlands with a moderate level of functions (scores between 16-19 points), and
2. can often be adequately replaced with a well-planned mitigation project, and
3. interdunal wetlands between 0.1 and 1 ac in size.

~~C. E.~~ **Category IV wetlands.** Wetlands that have the lowest levels of functions (scores fewer than 16 points) and are often heavily disturbed. Activities and uses that result in unavoidable and necessary impacts may be permitted in Category IV wetlands and associated buffers in accordance with an approved critical area report and mitigation plan, and only if the proposed activity is the only practical alternative that will accomplish the applicant's objectives.

Table 1

<u>Criteria for Each Category of Wetlands</u>
<u>Category I Wetlands</u>
<u>Category I wetlands means wetlands that meet any of the following criteria:</u>
<u>1. Wetlands that are relatively undisturbed estuarine wetlands larger than one acre; or</u>
<u>2. Wetlands that are identified by scientists of the Washington Natural Heritage Program/DNR as high-quality wetlands; or</u>
<u>3. Bogs; or</u>
<u>4. Mature and old-growth forested wetlands larger than one acre; or</u>
<u>5. Wetlands that perform many functions well (scoring 23 points or more). These wetlands:</u>
<u>a. Represent unique or rare wetland types;</u>
<u>b. Are more sensitive to disturbance than most wetlands;</u>
<u>c. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; or</u>

d. <u>Provide a high level of functions.</u>
<u>Category II Wetlands</u>
<u>Category II wetlands satisfy no Category I criteria and are:</u>
<u>1. Wetlands with a moderately high level of functions (scoring between 20 and 22 points).</u>
<u>Category III Wetlands</u>
<u>Category III wetlands satisfy no Category I, II, or IV criteria and are:</u>
<u>1. Wetlands with a moderate level of functions (scoring between 16 and 19 points).</u>
<u>Wetlands scoring between 16 and 19 points generally have been disturbed in some ways and are often less diverse or more isolated from other natural resources in the landscape than Category II wetlands.</u>
<u>Category IV Wetlands</u>
<u>Category IV wetlands satisfy no Category I, II, or III criteria and are:</u>
<u>1. Wetlands that have the lowest levels of functions (scoring less than 16 points) and are often heavily disturbed.</u>

D. F. Performance Standards - Wetland buffers

1. **Standard buffer widths.** The following table establishes the standard buffer width that shall apply to each wetland category, depending on the intensity of the potential land use on the upland side of the buffer and the habitat score of the wetland as determined on the 2014 Western Washington Rating Form, or as revised, completed by a qualified professional. Buffer width requirements assume that the buffer is vegetated with a native plant community appropriate for the ecoregion. If the existing buffer is un-vegetated, sparsely vegetated, or vegetated with invasive species that do not perform needed functions, the buffer must either be planted to create the appropriate native plant community or be widened to ensure that the buffer provides adequate functions to protect the wetland. The standard buffer widths presume the existence of a relatively intact native vegetation community in the buffer zone adequate to protect the wetland functions and values at the time of the proposed activity. If the vegetation is inadequate then the buffer width shall be increased or the buffer should be planted to maintain the standard width. Required standard wetland buffers, based on wetland category and land use intensity, are as follows:

- a. ~~Category I~~ — 150 feet
- b. ~~Category II~~ — 100 feet
- c. ~~Category III~~ — 75 feet
- d. ~~Category IV~~ — 40 feet

Table 2

<u>Overall Wetland Rating</u>	<u>Wetland Characteristics</u>	<u>Buffer Distance</u>
<u>Category I</u>	<u>Habitat score of 8 – 9 points</u>	<u>225 feet</u>
<u>Category I</u>	<u>Habitat score of 6 – 7 points</u>	<u>110 feet</u>
<u>Category I</u>	<u>Water quality score of 8 – 9 points and a habitat score of less than 6 points</u>	<u>75 feet</u>
<u>Category I</u>	<u>Wetlands that do not meet the characteristics described above for Category I wetlands</u>	<u>75 feet</u>
<u>Category II</u>	<u>Habitat score of 8 – 9 points</u>	<u>225 feet</u>
<u>Category II</u>	<u>Habitat score of 6 – 7 points</u>	<u>110 feet</u>
<u>Category II</u>	<u>Water quality score of 8 – 9 points and a habitat score of less than 6 points</u>	<u>75 feet</u>
<u>Category II</u>	<u>Wetlands that do not meet the characteristics described above for Category II wetlands</u>	<u>75 feet</u>
<u>Category III</u>	<u>Habitat score of 8 – 9 points</u>	<u>225 feet</u>
<u>Category III</u>	<u>Habitat score of 6 – 7 points</u>	<u>110 feet</u>
<u>Category III</u>	<u>Habitat score of 3 – 5 points</u>	<u>60 feet</u>
<u>Category IV</u>	<u>Scores for all 3 basic functions are less than 16 points</u>	<u>40 feet</u>

2. **Measurement of wetland buffers.** Buffers shall be measured from the wetland boundary as surveyed in the field. The buffer for a wetland created, restored, or enhanced as compensation for approved wetland alterations shall be the same as the buffer required for the category of the created, restored, or enhanced wetland.
3. **Increased wetland buffer widths.** The City may require increased buffer widths in accordance with the recommendations of a qualified professional biologist and the best available science on a case-by-case basis when a larger buffer is necessary to protect wetland functions and values based on site-specific characteristics.
4. **Wetland buffer width averaging.** The Public Works Director may allow modification of the standard wetland buffer width in accordance with an approved critical area report and the best available science on a case-by-case basis by averaging buffer widths. Averaging of buffer widths may only be allowed where a qualified wetlands professional demonstrates that:
 - a. It will not reduce wetland functions or values;

- b. The wetland contains variations in sensitivity due to existing physical characteristics or the character of the buffer varies in slope, soils, or vegetation, and the wetland would benefit from a wider buffer in places and would not be adversely impacted by a narrower buffer in other places;
- c. The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and
- d. The buffer width is not reduced to less than seventy-five percent (75%) of the standard width or fifty (50) feet, whichever is greater, except for buffers between Category IV wetlands and low or moderate intensity land uses.

5. **Reduction of wetland buffer widths**

- a. The Public Works Director may allow the standard wetland buffer width of Category III and IV wetlands to be reduced in accordance with an approved critical area report on a case-by-case basis when it is determined that a smaller area is adequate to protect the wetland functions and values based on site-specific characteristics.
- b. This determination shall be supported by documentation showing that a reduced buffer is adequate based on all of the following criteria:
 - i. The critical area report provides a sound rationale for a reduced buffer based on the best available science;
 - ii. The existing buffer area is well-vegetated with native species and has less than ten percent (10%) slopes; and
 - iii. No direct or indirect, short-term or long-term, adverse impacts to wetlands will result from the proposed activity.
- c. The Public Works Director may require long-term monitoring of the buffer and wetland. Subsequent corrective actions may be required if adverse impacts to wetlands are discovered during the monitoring period.

- 6. **Buffer conditions shall be maintained.** Except as otherwise specified or allowed in accordance with this Ordinance, wetland buffers shall be retained in an undisturbed condition.

- 7. Performance Standards – Basic Requirement. A regulated wetland or its required buffer can only be altered if the wetland detailed study shows that the proposed alteration does not degrade the quantitative and qualitative functioning of the wetland, or any degradation can be adequately mitigated to protect the wetland function. Any proposed alteration approved pursuant to this section shall include mitigation necessary to mitigate the impacts of the proposed alteration on the wetland as described in this section.

E. G. Signs and fencing of wetlands

1. **Temporary markers.** The outer perimeter of the wetland or buffer and the limits of those areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in such a way as to ensure that no unauthorized intrusion will occur, and inspected by the Public Works Director prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction, and shall not be removed until permanent signs, if required, are in place.
2. **Permanent signs.** As a condition of any permit or authorization issued pursuant to this Chapter, the Public Works Director may require the applicant to install permanent signs along the boundary of a wetland or buffer.

Permanent signs shall be made of a metal face and attached to a metal post, or another material of equal durability. Signs must be posted at an interval of one per lot or every 50 feet, whichever is less, and must be maintained by the property owner in perpetuity. The sign shall be worded as follows or with alternative language approved by the Public Works Director:

“Protected Wetland Area”
Do Not Disturb
Contact [local contact information]
Regarding Uses and Restriction”

3. **Fencing**
 - a. The City shall condition any permit or authorization to require the applicant to install a permanent fence at the edge of the wetland buffer, when fencing will prevent future impacts to the wetland.
 - b. Fencing installed as part of a proposed activity or as required in this Subsection shall be design so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes impacts to the wetland and associated habitat.

5.3 Wetlands Compensatory mitigation requirements

A. As a condition of any development permit or approval which results in on-site loss or degradation of regulated wetlands and/or wetland buffers, or as an enforcement action, the City may require of the applicant compensatory mitigation to offset impacts resulting from the actions of the applicant or violator. The following standards shall apply:

1. The mitigation shall be conducted on property which shall be protected and managed to avoid further loss or degradation. The applicant or violator shall provide for long-term preservation of the mitigation area.

2. The ratios in the following table apply as a minimum to creation, restoration, or enhancement of wetlands which is in kind (that is, the same type of wetland), on site, and is accomplished prior to, or concurrent with, loss. The City shall have discretion to increase these ratios where mitigation is to occur off site or in other appropriate circumstances based on the recommendations of a wetlands report that includes best available science and is prepared by a qualified professional. The first number specifies the acreage of wetlands to be restored, created, or enhanced and the second specifies the acreage of wetlands lost:

Table 3 - Compensation ratios for permanent impacts

<u>Category of impacted wetland (based on score for function)</u>	<u>Re-establishment or creation</u>	<u>Rehabilitation</u>	<u>Preservation</u>	<u>Enhancement</u>
<u>Category I</u>	<u>4:1</u>	<u>8:1</u>	<u>16:1</u>	<u>16:1</u>
<u>Category II</u>	<u>3:1</u>	<u>6:1</u>	<u>12:1</u>	<u>12:1</u>
<u>Category III</u>	<u>2:1</u>	<u>4:1</u>	<u>8:1</u>	<u>8:1</u>
<u>Category IV</u>	<u>1.5:1</u>	<u>3:1</u>	<u>6:1</u>	<u>6:1</u>

3. Mitigation shall follow an approved mitigation plan and reflect the restoration/creation/enhancement ratios specified above.
4. Mitigation sites shall be monitored for a minimum of five years.
5. Mitigation shall be completed prior to, or concurrent with, wetland loss, or, in the case of an enforcement action, prior to continuation of the activity by the applicant or violator.
6. Mitigation shall be located within a watershed that drains to a common waterway.
7. Off-site mitigation allows replacement of wetlands away from the site on which the wetland has been impacted by a regulated activity. Off-site mitigation will be conducted in accordance with the restoration/creation ratios described above or through the purchase of credits from a certified wetland mitigation bank or approved in-lieu fee site. Off-site mitigation shall occur within the same drainage basin as the wetland loss occurs; provided, that Category IV wetlands may be replaced outside of the watershed if there is no reasonable alternative. In such instances, the stormwater storage function provided by Category IV wetlands must be provided for within the design of the development project. Off-site mitigation may be allowed only under one or more of the following circumstances:
 - a) On-site mitigation is not feasible due to hydrology, soils, or other factors.

- b) On-site mitigation is not practical due to probable adverse impacts from surrounding land uses or would conflict with a federal, state or local public safety directive.
 - c) Potential functional values at the site of the proposed restoration are greater than the lost wetland functional values.
8. When the wetland to be altered is of a limited functional value and is degraded, mitigation shall be of the wetland community types needed most in the location of mitigation and those most likely to succeed with the highest functional value possible.
 9. Out-of-kind mitigation can be allowed when out-of-kind replacement will best meet the provisions of this section. For wetlands, out-of-kind mitigation shall replace wetland types and functions that will best meet watershed goals formally identified by the City, such as replacement of historically diminished wetland types.
 10. Where out-of-kind replacement is accepted, greater restoration/ creation/ enhancement ratios may be required.
 11. Construction of mitigation projects shall be timed to reduce impacts to existing wildlife and plants. Construction shall be timed to assure that grading and soil movement occur during the dry season and planting of vegetation shall be specifically timed to needs of the target species.

B. Mitigation Requirement Exceptions

Requirements for compensatory mitigation do not apply when a wetland alteration is intended exclusively for the enhancement or restoration of an existing regulated wetland and the proposal will not result in a loss of wetland function and value, subject to the following conditions:

1. The enhancement or restoration project shall not be associated with a development activity.
2. An enhancement or restoration plan shall be prepared and approved.

C. Restoration

1. Restoration is required when a wetland or its buffer has been altered in violation of this ordinance. The following minimum performance standards shall be met for the restoration of a wetland; provided, that if it can be demonstrated by the applicant that greater functional and habitat values can be obtained, these standards may be modified:
 - a) The original wetland configuration should be replicated, including depth, width, and length at the original location.

- b) The original soil types and configuration shall be replicated.
- c) The wetland and buffer areas shall be replanted with native vegetation which replicates the original in species, sizes, and densities.
- d) The original functional values shall be restored, including water quality and wildlife habitat functions.
- e) Required replacement ratios are shown in the table.

- 2. A restoration plan shall be prepared and approved prior to commencement of restoration work. Such a plan shall be prepared by a qualified wetland biologist and shall describe how the actions proposed meet the minimum requirements described above. The City shall, at the applicant's or violator's expense, seek expert advice in determining the adequacy of the plan. Inadequate plans shall be returned to the applicant or violator for revision and resubmittal.

~~A. Mitigation plans shall be consistent with the Department of Ecology Wetland Mitigation in Washington State, Parts I and II (Ecology Publication #06-06-011a-b, 2006, or as revised).~~

~~B. Wetland mitigation actions shall not result in a net loss of wetland area except when the following criteria are met:~~

- ~~1. The lost wetland area provides minimal functions and the mitigation action(s) results in a net gain in wetland functions as determined by a site-specific function assessment, such as the "credit/debit" method established in *Calculating Credits and Debits for wetland in Wetlands of Western Washington: Final Report* (Ecology Publication #10-06-11, 2012, or as revised); or~~
- ~~2. The lost wetland area provides minimal functions as determined by a site-specific function assessment and other replacement habitats provide greater benefits to the functioning of the watershed, such as riparian habitat restoration and enhancement.~~

~~C. Mitigation actions shall be conducted within the same sub-drainage basin.~~

~~D. Mitigation ratios~~

- ~~1. **Acreage replacement ratios.** The following ratios shall apply to creation or restoration. These ratios do not apply to remedial actions resulting from unauthorized alterations; greater ratios shall apply in those cases. The first number specifies the acreage of replacement wetlands and the second specifies the acreage of wetlands altered.~~

~~_____~~	~~Category I~~	~~_____~~	~~6 to 1~~
~~_____~~	~~Category II~~	~~_____~~	~~3 to 1~~
~~_____~~	~~Category III~~	~~_____~~	~~2 to 1~~
~~_____~~	~~Category IV~~	~~_____~~	~~1.5 to 1~~

~~—~~

~~2. **Decreased replacement ratio.** The Mayor or his or her designee may decrease these ratios under the following circumstances:~~

- ~~a. Documentation by a qualified wetlands specialist demonstrates that the proposed mitigation actions have a very high likelihood of success;~~
- ~~b. Documentation by a qualified wetlands specialist demonstrates that the proposed mitigation actions will provide functions and values that are significantly greater than the wetland being impacted; or~~
- ~~c. The proposed mitigation actions are conducted in advance of the impact and have been shown to be successful.~~

~~E. **Wetlands enhancement as mitigation**~~

~~1. Impacts to wetlands may be mitigated by enhancement of existing significantly degraded wetlands. Applicants proposing to enhance wetlands must produce a critical area report that identifies how enhancement will increase the functions of the degraded wetland and how this increase will adequately mitigate for the loss of wetland area and function at the impact site. An enhancement proposal must also show whether existing wetland functions will be reduced by the enhancement actions.~~

~~2. At a minimum, enhancement acreage shall be four times the acreage required for creation or restoration under Subsection D.~~

~~F. **D. Wetland Mitigation Banks.**~~

- 1. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:
 - a. The bank is certified under state rules;
 - b. The Administrator determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
 - c. The proposed use of credits is consistent with the terms and conditions of the certified bank instrument.
- 2. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the certified bank instrument.
- 3. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the certified bank instrument. In some cases, the service area of the bank may include portions of more than one adjacent drainage basin for specific wetland functions.

~~G.~~ **E. In-Lieu Fee.** To aid in the implementation of off-site mitigation, the City may develop an in-lieu fee program. This program shall be developed and approved through a public process and be consistent with federal rules, state policy on in-lieu fee mitigation, and state water quality regulations. An approved in-lieu fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu program sponsor, a governmental or non-profit natural resource management entity. Credits from an approved in-lieu fee program may be used when paragraphs 1-6 below apply:

1. The approval authority determines that it would provide environmentally appropriate compensation for the proposed impacts.
2. The mitigation will occur on a site identified using the site selection and prioritization process in the approved in-lieu fee program instrument.
3. The proposed use of credits is consistent with the terms and conditions of the approved in-lieu fee program instrument.
4. Land acquisition and initial physical and biological improvements of the mitigation site must be completed within three years of the credit sale.
5. Projects using in-lieu fee credits shall have debits associated with the proposed impacts calculated by the applicant's qualified wetland scientist using the method consistent with the credit assessment method specified in the approved instrument for the in-lieu fee program.
6. Credits from an approved in-lieu fee program may be used to compensate for impacts located within the service area specified in the approved in-lieu-fee instrument.

5.4 Subdivisions associated with wetlands.

The subdivision and short subdivision of land in wetlands and associated buffers is subject to the following:

- A. Land that is located wholly within a wetland or its buffer may not be subdivided.
- B. Land that is located partially within a wetland or its buffer may be subdivided provided that an accessible and contiguous portion of each new lot is:

1. Located outside of the wetland and its buffer; and
 2. Meets the minimum lot size requirements.
- C. Access roads and utilities serving the proposed subdivision may be permitted within the wetland and associated buffers only if the City determines that no other feasible alternative exists in and when consistent with this Ordinance.

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Section 6 Critical Aquifer Recharge Areas

6.1 Critical aquifer recharge areas designation.

Critical aquifer recharge areas (CARA) are those areas with a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2). CARA include:

- A. Those aquifer recharge areas that have prevailing geologic conditions associated with infiltration rates that create a high potential for contamination of ground water resources or contribute significantly to the replenishment of ground water.
- B. Wellhead protection areas defined by the boundaries of the ten (10) year time of ground water travel, or boundaries established using alternate criteria approved by the Department of Health in those settings where ground water time of travel is not a reasonable delineation criterion, in accordance with WAC 246-290-135.
- C. Those critical aquifer recharge areas delineated by a hydrogeologic study prepared in accordance with the state Department of Ecology guidelines.
- D. Susceptible ground water management areas as designated pursuant to Chapters 173-100 WAC.
- E. Special protection areas as defined by WAC 173-200-090.
- F. Those aquifer recharge areas meeting the criteria for susceptibility or vulnerability established by the state Department of Ecology.
- G. Sole source aquifers as designated by the U.S. Environmental Protection Agency pursuant to the Federal Safe Drinking Water Act.
- H. Areas overlying unprotected aquifers. Unprotected aquifers are those aquifers which are neither confined nor protected by overlying surface or subsurface impermeable layers. Occurrences of such aquifers shall be identified through any existing competent hydrogeologic studies.
- I. Areas with no identified unprotected aquifers but possessing the following characteristics:
 - 1. Slopes less than 15 percent; and
 - 2. Coarse alluvium or sand and gravel in the soil profile and no known impermeable layers;
- J. Susceptible groundwater management areas as designated pursuant to Chapter 173-100 WAC.
- K. Special protection areas as defined by WAC 173-200-090.
- L. Those aquifer recharge areas meeting the criteria for susceptibility or vulnerability established by the State Department of Ecology.

- M. In considering aquifer designations or soil classifications that have been mapped, any project area located within 200 feet of the mapped area shall be treated as if it is within the mapped area.
- N. All areas within the City of Gold Bar meeting these criteria, regardless of the presence or lack of any formal identification as such, are hereby designated as critical areas and are subject to the provisions of this ordinance.

6.2 Aquifer recharge area susceptibility ratings.

Aquifer recharge areas shall be rated as having high, moderate, or low susceptibility based on soil permeability, geologic matrix, infiltration, and depth to water as determined by the criteria established by the state Department of Ecology.

6.3 Critical area report – Additional requirements for critical aquifer recharge areas. In addition to the general critical area report requirements of Section 1.210, critical area reports for critical aquifer recharge areas shall contain a hydrogeological assessment. A hydrogeologic assessment shall include the following site and proposal related information at a minimum:

- A. Available information regarding geologic and hydrogeologic characteristics of the site including the surface location of all critical aquifer recharge areas located on site or immediately adjacent to the site, and permeability of the unsaturated zone.
- B. Ground water depth, flow direction and gradient based on available information.
- C. Currently available data on wells and springs within 1,300 feet¹ of the project area.
- D. Location of other critical areas, including surface waters, within 1,300 feet of the project area.
- E. Best management practices proposed to be utilized.
- F. Historic water quality data for the area to be affected by the proposed activity compiled for at least the previous five (5) year period.
- G. Ground water monitoring plan provisions.
- H. Discussion of the effects of the proposed project on the ground water quality and quantity, including:
 - 1. Predictive evaluation of ground water withdrawal effects on nearby wells and surface water features; and
 - 2. Predictive evaluation of contaminant transport based on potential releases to ground water; and

¹ Distance of 1300 feet is based on “Guidance Document for the Establishment of Critical Aquifer Recharge Area Ordinances,” by Ecology, July 2000, publication #97-30

3. A spill plan that identifies equipment and/or structures that could fail, resulting in an impact. Spill plans shall include provisions for regular inspection, repair, and replacement of structures and equipment that could fail.

6.4 CARA Performance standards

A. The proposed activity must comply with the water source protection requirements and recommendations of the federal Environmental Protection Agency, state Department of Health, and the health district.

B. **Storage Tanks.** All storage tanks proposed to be located in a critical aquifer recharge area must comply with local building code requirements and must conform to the following requirements:

1. **Underground Tanks.** All new underground storage facilities proposed for use in the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - a. Prevent releases due to corrosion or structural failure for the operational life of the tank;
 - b. Be protected against corrosion, constructed of noncorrosive material, steel clad with a noncorrosive material, or designed to include a secondary containment system to prevent the release or threatened release of any stored substances; and,
 - c. Use material in the construction or lining of the tank that is compatible with the substance to be stored.
2. **Aboveground Tanks.** All new aboveground storage facilities proposed for use in the storage of hazardous substances or hazardous wastes shall be designed and constructed so as to:
 - a. Not allow the release of a hazardous substance to the ground, ground waters, or surface waters;
 - b. Have a primary containment area enclosing or underlying the tank or part thereof; and
 - c. A secondary containment system either built into the tank structure or a dike system built outside the tank for all tanks.

C. **Vehicle repair and servicing**

1. Vehicle repair and servicing must be conducted over impermeable pads and within a covered structure capable of withstanding normally expected weather conditions. Chemicals used in the process of vehicle repair and servicing

must be stored in a manner that protects them from weather and provides containment should leaks occur.

2. No dry wells shall be allowed in critical aquifer recharge areas on sites used for vehicle repair and servicing. Dry wells existing on the site prior to facility establishment must be abandoned using techniques approved by the state Department of Ecology prior to commencement of the proposed activity.

D. Spreading or injection of reclaimed water. Water reuse projects for reclaimed water must be in accordance with the adopted water or sewer comprehensive plans that have been approved by the departments of Ecology and Health.

1. Surface spreading must meet the ground water recharge criteria given in Chapter 90.46.080 RCW and Chapter 90.46.010(10).
2. Direct injection must be in accordance with the standards developed by authority of Chapter 90.46.042 RCW.

E. State and federal regulations. The uses listed below shall be conditioned as necessary to protect critical aquifer recharge areas in accordance with the applicable state and federal regulations.

Table 3

Statutes, Regulations, and Guidance Pertaining to Ground Water Impacting Activities

Activity	Statute - Regulation - Guidance
Above Ground Storage Tanks	Chapter 173-303 -640 WAC
Animal Feedlots	Chapter 173-216 WAC, Chapter 173-220 WAC
Automobile Washers	Chapter 173-216 WAC, Best Management Practices for Vehicle and Equipment Discharges (WDOE WQ-R-95-56)
Below Ground Storage Tanks	Chapter 173-360 WAC
Chemical Treatment Storage and Disposal Facilities	Chapter 173-303-182 WAC
Hazardous Waste Generator (<i>Boat Repair Shops, Biological Research Facility, Dry Cleaners, Furniture Stripping, Motor Vehicle Service Garages, Photographic Processing, Printing and Publishing Shops, etc.</i>)	Chapter 173-303 WAC
Injection Wells	Federal 40 CFR Parts 144 and 146, Chapter 173-218 WAC
Junk Yards and Salvage Yards	Chapter 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Vehicles Recycler Facilities (WDOE 94-146)
Oil and Gas Drilling	Chapter 332-12-450 WAC, WAC , Chapter 173-218 WAC
On-Site Sewage Systems (Large Scale)	Chapter 173-240 WAC

Activity	Statute - Regulation - Guidance
On-Site Sewage Systems (< 14,500 gal/day)	Chapter 246-272 WAC, Local Health Ordinances
Pesticide Storage and Use	Chapter 15.54 RCW, Chapter 17.21 RCW
Sawmills	Chapter 173-303 WAC, 173-304 WAC, Best Management Practices to Prevent Stormwater Pollution at Log Yards (WDOE 95-53)
Solid Waste Handling and Recycling Facilities	Chapter 173-304 WAC
Surface Mining	Chapter 332-18-015 WAC
Waste Water Application to Land Surface	Chapter 173-216 WAC, Chapter 173-200 WAC, WDOE Land Application Guidelines, Best Management Practices for Irrigated Agriculture

6.5 Uses prohibited from critical aquifer recharge areas.

The following activities and uses are prohibited in critical aquifer recharge areas:

- A. **Landfills.** Landfills, including hazardous or dangerous waste, municipal solid waste, special waste, woodwaste, and inert and demolition waste landfills.
- B. **Underground injection wells.** Class I, III, and IV wells and subclasses 5F01, 5D03, 5F04, 5W09, 5W10, 5W11, 5W31, 5X13, 5X14, 5X15, 5W20, 5X28, and 5N24 of Class V wells.
- C. **Mining**
 1. Metals and hard rock mining.
 2. Sand and gravel mining is prohibited from critical aquifer recharge areas determined to be highly susceptible or vulnerable.
- D. **Wood treatment facilities.** Wood treatment facilities that allow any portion of the treatment process to occur over permeable surfaces (both natural and manmade).
- E. **Storage, processing, or disposal of radioactive substances.** Facilities that store, process, or dispose of radioactive substances; and
- F. **Other**
 1. Activities that would significantly reduce the recharge to aquifers currently or potentially used as a potable water source.
 2. Activities that would significantly reduce the recharge to aquifers that are a source of significant baseflow to a regulated stream.
 3. Activities that are not connected to an available sanitary sewer system are prohibited from critical aquifer recharge areas associated with sole source aquifers.

Section 7 Geologically Hazardous Areas

7.1 Designation of geologically hazardous areas.

Geologically hazardous areas as shown in the Washington Geologic Information Portal include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard. Such incompatible development may not only place itself at risk, but also may increase the hazard to surrounding development and use. Areas susceptible to one or more of the following types of hazards shall be designated as a geologically hazardous area:

- A. Erosion hazard
- B. Landslide hazard
- C. Seismic hazard
- D. Mine hazard
- E. Volcanic hazard
- F. Other geological events including tsunamis, mass wasting, debris flows, rock falls, and differential settlement.

7.2 Designation of specific geological hazard areas

The following designation of geologically hazardous areas conform to information provided in the Washington Geologic Information Portal:

- A. **Erosion hazard areas.** Erosion hazard areas are at least those areas identified by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "moderate to severe," "severe," or "very severe" rill and inter-rill erosion hazard.
- B. **Landslide hazard areas.** Landslide hazard areas are areas potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Example of these may include, but are not limited to the following:
 - 1. Areas of historic failures, such as:
 - a. Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having a "severe" limitation for building site development;
 - b. Those areas mapped by the Department of Ecology (Coastal Zone Atlas) or the Department of Natural Resources (slope stability mapping) as unstable ("U" or class 3), unstable old slides ("UOS" or class 4), or unstable recent slides ("URS" or class 5); or

- c. Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources;
 - 2. Areas with all three of the following characteristics:
 - a. Slopes steeper than fifteen percent (15%); and
 - b. Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
 - c. Springs or ground water seepage;
 - 3. Areas that have shown movement during the Holocene epoch (from ten thousand years ago to the present) or that are underlain or covered by mass wastage debris of that epoch;
 - 4. Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;
 - 5. Slopes having gradients steeper than eighty percent (80%) subject to rock fall during seismic shaking;
 - 6. Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action;
 - 7. Areas that show evidence of, or are at risk from snow avalanches;
 - 8. Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding; and
 - 9. Any area with a slope of forty percent (40%) or steeper and with a vertical relief of ten (10) or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten (10) feet of vertical relief.
- C. **Seismic hazard areas.** Seismic hazard areas are areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement, soil liquefaction, lateral spreading, or surface faulting. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage in Washington. The strength of ground shaking is primarily affected by:
- 1. The magnitude of an earthquake.
 - 2. The distance from the source of an earthquake.
 - 3. The type of thickness of geologic materials at the surface.

4. The type of subsurface geologic structure.

Settlement and soil liquefaction conditions occur in areas underlain by cohesionless, loose, or soft-saturated soils of low density, typically in association with a shallow ground water table.

- D. **Mine hazard areas.** Mine hazard areas are those areas underlain by, or affected by mine workings such as adits, gangways, tunnels, drifts, or airshafts, and those areas of probable sink holes, gas releases, or subsidence due to mine workings. Factors that should be considered include: proximity to development, depth from ground surface to the mine working, and geologic material.
- E. **Volcanic hazard areas.** Volcanic hazard areas are areas subject to pyroclastic flows, lava flows, debris avalanche, inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.
- F. **Other hazard areas.** Geologically hazardous areas shall also include areas determined by the Mayor to be susceptible to other geological events including mass wasting, debris flows, rock falls, and differential settlement.

7.3 Critical area report – Additional requirements for geologically hazardous areas

- A. **Geological hazards assessment.** A critical area report for a geologically hazardous area shall contain an assessment of geological hazards:
 - 1. **Assessment of geological characteristics.** The report shall include an assessment of the geologic characteristics of the soils, sediments, and/or rock of the project area and potentially affected adjacent properties, and a review of the site history regarding landslides, erosion, and prior grading. Soils analysis shall be accomplished in accordance with accepted classification systems in use in the region. The assessment shall include, but not be limited to:
 - a. A description of the surface and subsurface geology, hydrology, soils, and vegetation found in the project area and in all hazard areas addressed in the report;
 - b. A detailed overview of the field investigations, published data and references; data and conclusions from past assessments of the site; and site specific measurements, test, investigations, or studies that support the identification of geologically hazardous areas; and
 - c. A description of the vulnerability of the site to geologic events;
 - 2. **Analysis of proposal.** The report shall contain a hazards analysis including a detailed description of the project, its relationship to the geologic hazard(s), and its potential impact upon the hazard area, the subject property and affected adjacent properties; and

3. **Minimum buffer and building setback.** The report shall make a recommendation for the minimum no-disturbance buffer and minimum building setback from any geologic hazard based upon the geotechnical analysis.

B. Mitigation of long-term impacts.

When hazard mitigation is required, the mitigation plan shall specifically address how the activity maintains or reduces the pre-existing level of risk to the site and adjacent properties on a long-term basis (equal to or exceeding the projected lifespan of the activity or occupation). Proposed mitigation techniques shall be considered to provide long-term hazard reduction only if they do not require regular maintenance or other actions to maintain their function. Mitigation may also be required to avoid any increase in risk above the pre-existing conditions following abandonment of the activity.

C. Critical area report – Additional technical information requirements for specific geological hazards.

In addition to the general critical area report requirements of Sections 4.5 and 7.3, critical area reports for geologically hazardous areas must meet the requirements of this Section.

- D. Erosion and landslide hazard areas.** In addition to the basic critical area report requirements, the technical information for an erosion hazard or landslide hazard area shall include the following information at a minimum:

1. **Site plan.** The critical areas report shall include a copy of the site plan for the proposal showing:
 - a. The height of slope, slope gradient, and cross section of the project area;
 - b. The location of springs, seeps, or other surface expressions of ground water on or within two hundred (200) feet of the project area or that have potential to be affected by the proposal; and
 - c. The location and description of surface water runoff features;
2. **Hazards analysis.** The hazards analysis component of the critical areas report shall specifically include:
 - a. A description of the extent and type of vegetative cover;
 - b. A description of subsurface conditions based on data from site-specific explorations;
 - c. Descriptions of surface and ground water conditions, public and private sewage disposal systems, fills and excavations and all structural improvements;
 - d. An estimate of slope stability and the effect construction and placement of structures will have on the slope over the estimated life of the structure;

- e. An estimate of the bluff retreat rate that recognizes and reflects potential catastrophic events such as seismic activity or a one hundred year storm event;
 - f. Consideration of the run-out hazard of landslide debris and/or the impacts of landslide run-out on down slope properties.
 - g. A study of slope stability including an analysis of proposed cuts, fills, and other site grading;
 - h. Recommendations for building siting limitations;
 - i. An analysis of proposed surface and subsurface drainage, and the vulnerability of the site to erosion;
3. **Geotechnical engineering report.** The technical information for a project within a landslide hazard area shall include a geotechnical engineering report prepared by a licensed engineer that presents engineering recommendations for the following:
- a. Parameters for design of site improvements including appropriate foundations and retaining structures. These should include allowable load and resistance capacities for bearing and lateral loads, installation considerations and estimates of settlement performance;
 - b. Recommendations for drainage and subdrainage improvements;
 - c. Earthwork recommendations including clearing and site preparation criteria, fill placement and compaction criteria, temporary and permanent slope inclinations and protection, and temporary excavation support, if necessary; and
 - d. Mitigation of adverse site conditions including slope stabilization measures and seismically unstable soils, if appropriate.
4. **Erosion and sediment control plan.** For any development proposal on a site containing an erosion hazard area, an erosion and sediment control plan shall be required. The erosion and sediment control plan shall be prepared in compliance with requirements set forth in the adopted stormwater management regulations;
5. **Drainage plan.** The technical information shall include a drainage plan for the collection, transport, treatment, discharge and/or recycle of water prepared in accordance with the adopted stormwater management regulations. The drainage plan should consider on-site septic system disposal volumes where the additional volume will affect the erosion or landslide hazard area.
6. **Mitigation plans.** Hazard and environmental mitigation plans for erosion and landslide hazard areas shall include the location and methods of drainage,

surface water management, locations and methods of erosion control, a vegetation management and/or replanting plan and/or other means for maintaining long term soil stability.

7. **Monitoring surface waters.** If the Public Works Director determines that there is a significant risk of damage to downstream receiving waters due to potential erosion from the site, based on the size of the project, the proximity to the receiving waters, or the sensitivity of the receiving waters, the technical information shall include a plan to monitor the surface water discharge from the site. The monitoring plan shall include a recommended schedule for submitting monitoring reports to the City.

E. **Seismic hazard areas.** In addition to the basic report requirements, a critical area report for a seismic hazard area shall also meet the following requirements:

1. The site map shall show all known and mapped faults within two hundred (200) feet of the project area or that have potential to be affected by the proposal.
2. The hazards analysis shall include a complete discussion of the potential impacts of seismic activity on the site (for example, forces generated and fault displacement).
3. A geotechnical engineering report shall evaluate the physical properties of the subsurface soils, especially the thickness of unconsolidated deposits, and their liquefaction potential. If it is determined that the site is subject to liquefaction, mitigation measures appropriate to the scale of the development shall be recommended and implemented.

F. **Mine hazard areas.** In addition to the basic report requirements, a critical area report for a mine hazard critical area shall also meet the following requirements:

1. **Site plan.** The site plan shall delineate the following found within two hundred (200) feet of or directly underlying the project area, or that have potential to be affected by the proposal:
 - a. The existence of mines, including all significant mine features, such as mine entries, portals, adits, mine shafts, air shafts, and timber shafts;
 - b. The location of any nearby mines that may impact or be affected by the proposed activities;
 - c. The location of any known sinkholes, significant surface depressions, trough subsidence features, coal mine spoil piles and other mine-related surface features; and
 - d. The location of any prior site improvements that have been carried out to mitigate abandoned coal mine features;

2. **Hazards analysis.** The hazards analysis shall include a discussion of the potential for subsidence on the site and classify all mine hazards areas within two hundred (200) feet of the project area, or that have potential to be affected by the proposal, as either low, moderate, or severe. The hazards analysis shall include a mitigation plan containing recommendations for mitigation of the potential for future trough subsidence, as appropriate, for the specific proposed alteration; and recommendations for additional study, reports, and development standards if warranted.

G. **Other geologically hazardous areas.** In addition to the basic requirements, the Public Works Director may require additional technical information to be submitted when determined to be necessary to the review the proposed activity and the subject hazard. Additional technical information that may be required, includes, but is not limited to:

1. **Site plan.** The site plan shall show all hazard areas located within two hundred (200) feet of the project area or that have potential to be affected by the proposal; and
2. **Hazards analysis.** The hazards analysis shall include a complete discussion of the potential impacts of the hazard on the project area and of the proposal on the hazard.

7.5 Geologically hazardous areas performance standards

A. Alterations of geologically hazardous areas or associated buffers may only occur for activities that:

1. Will not increase the threat of the geological hazard to adjacent properties beyond pre-development conditions;
2. Will not adversely impact other critical areas;
3. Are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions; and
4. Are certified as safe as designed and under anticipated conditions by a qualified engineer or geologist, licensed in the state of Washington.

B. **Critical facilities prohibited.** Critical facilities shall not be sited within geologically hazardous areas unless there is no other practical alternative.

7.6 Geologically hazardous areas performance standards – Specific geological hazards

A. **Erosion and landslide hazard areas.** Activities on sites containing erosion or landslide hazards shall meet the standards of *Performance standards*, Section 7.5 and the specific following requirements:

1. **Buffer required.** A buffer shall be established from all edges of landslide hazard areas. The size of the buffer shall be determined by the Public Works Director to eliminate or minimize the risk of property damage, death or injury resulting from landslides caused in whole or part by the development, based upon review of and concurrence with a critical area report prepared by a qualified professional.
 - a. **Minimum buffer.** The minimum buffer shall be equal to the height of the slope or fifty (50) feet, whichever is greater.
 - b. **Buffer reduction.** The buffer may be reduced to a minimum of twenty (20) feet when a qualified professional demonstrates to the City's satisfaction that the reduction will adequately protect the proposed development, adjacent developments and uses and the subject critical area.
 - c. **Increased buffer.** The buffer may be increased where the City determines a larger buffer is necessary to prevent risk of damage to proposed and existing development;
2. **Alterations.** Alterations of an erosion or landslide hazard area and/or buffer may only occur for activities for which a hazards analysis is submitted and certifies that:
 - a. The development will not increase surface water discharge or sedimentation to adjacent properties beyond pre-development conditions;
 - b. The development will not decrease slope stability on adjacent properties; and
 - c. Such alterations will not adversely impact other critical areas;
3. **Design standards.** Development within an erosion or landslide hazard area and/or buffer shall be designed to meet the following basic requirements unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this Ordinance. The requirement for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:
 - a. The proposed development shall not decrease the factor of safety for landslide occurrences below the limits of 1.5 for static conditions and 1.2 for dynamic conditions. Analysis of dynamic conditions shall be based on a minimum horizontal acceleration as established by the current version of the Uniform Building Code.
 - b. Structures and improvements shall be clustered to avoid geologically hazardous areas and other critical areas;

- c. Structures and improvements shall minimize alterations to the natural contour of the slope and foundations shall be tiered where possible to conform to existing topography;
 - d. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation;
 - e. The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties;
 - f. The use of retaining walls that allow the maintenance of existing natural slope area is preferred over graded artificial slopes;
 - g. Development shall be designed to minimize impervious lot coverage;
4. **Vegetation shall be retained.** Unless otherwise provided or as part of an approved alteration, removal of vegetation from an erosion or landslide hazard area or related buffer shall be prohibited;
5. **Seasonal restriction.** Clearing shall be allowed only from May 1st to October 1st of each year provided that the City may extend or shorten the dry season on a case-by-case basis depending on actual weather conditions, except that timber harvest, not including brush clearing or stump removal, may be allowed pursuant to an approved forest practice permit issued by the City or the Department of Natural Resources;
6. **Utility lines and pipes.** Utility lines and pipes shall be permitted in erosion and landslide hazard areas only when the applicant demonstrates that no other practical alternative is available. The line or pipe shall be located above ground and properly anchored and/or designed so that it will continue to function in the event of an underlying slide. Stormwater conveyance shall be allowed only through a high-density polyethylene pipe with fuse-welded joints, or similar product that is technically equal or superior.
7. **Point discharges.** Point discharges from surface water facilities and roof drains onto or upstream from an erosion or landslide hazard area shall be prohibited except as follows:
- a. Conveyed via continuous storm pipe downslope to a point where there are no erosion hazards areas downstream from the discharge;
 - b. Discharged at flow durations matching predevelopment conditions, with adequate energy dissipation, into existing channels that previously conveyed stormwater runoff in the predeveloped state; or
 - c. Dispersed discharge upslope of the steep slope onto a low-gradient undisturbed buffer demonstrated to be adequate to infiltrate all surface and stormwater runoff, and where it can be demonstrated that such discharge will not increase the saturation of the slope;

8. **Subdivisions.** The division of land in landslide hazard areas and associated buffers is subject to the following:

- a. Land that is located wholly within a landslide hazard area or its buffer may not be subdivided. Land that is located partially within a landslide hazard area or its buffer may be divided provided that each resulting lot has sufficient buildable area outside of, and will not affect, the landslide hazard or its buffer.
- b. Access roads and utilities may be permitted within the landslide hazard area and associated buffers if the City determines that no other feasible alternative exists.

9. **Prohibited development.** On-site sewage disposal systems, including drain fields, shall be prohibited within erosion and landslide hazard areas and related buffers.

B. **Mine hazard areas.** Activities proposed to be located in mine hazard area shall meet the standards of *Performance standards*, Section 7.5 and the specific following requirements:

1. **Alterations.** Alterations of a mine hazard area and/or buffer are allowed, as follows:

- a. All alterations are permitted within a mine hazard area with a low potential for subsidence;
- b. Within a mine hazard area with a moderate potential for subsidence and at coal mine by-product stockpiles, all alterations are permitted subject to a mitigation plan to minimize risk of structural damage using appropriate criteria to evaluate the proposed use, as recommended in the hazard analysis; and
- c. Within a mine hazard area with a severe potential for subsidence only those activities allowed in accordance with Section 4.050 will be allowed.

2. **Subdivisions.** The division of land in mine hazard areas and associated buffers is subject to the following:

- a. Land that is located within two hundred (200) feet of a mine hazard area with a severe potential for subsidence may not be subdivided. Land that is located partially within a mine hazard area may be divided provided that each resulting lot has sufficient buildable area that is two hundred (200) feet away from the mine hazard area with a severe potential for

subsidence. Land that is located within a mine hazard area with a low or moderate potential for subsidence may be subdivided.

- b. Access roads and utilities may be permitted within two hundred (200) feet of a mine hazard area with a moderate or severe potential for subsidence if the City determines that no other feasible alternative exists.

- 3. **Reclamation activities.** For all reclamation activities, including grading, filling, and stockpile removal, as-built drawings shall be submitted to the City in a format specified by the City.

D. **Other hazard areas.** Activities on sites containing or adjacent to other geologically hazardous areas, shall meet the standards of *Performance standards*, Section 7.5.

E. **Markers, signs, and recording** for title of geologically hazardous areas

- 1. Temporary markers. The outer perimeter of the geologically hazardous area and the limits of those areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in such a way as to ensure that no unauthorized intrusion will occur and verified by the Public Works Director prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction, and shall not be removed until permanent signs, if required, are in place.

- 2. Permanent signs. As a condition of any permit or authorization issued pursuant to this Chapter, the Public Works Director may require that applicants install permanent signs along the boundary of a geologically hazardous area.

- a. Permanent signs shall be made of a metal face and attached to a metal post, or another material of equal durability. Signs must be posted at an interval of one per lot or every fifty (50) feet, whichever is less, and must be maintained by the property owner in perpetuity. The sign shall be worded as follows or with alternative language approved by the Public Works Director:

“Geologically Hazardous Areas”

Do Not Disturb

Contact [local contact information]

Regarding Uses and Restriction”

- b. The provisions of subsection (a) may be modified as necessary to assure protection of sensitive feature.
- 3. Geologically Hazardous Areas shall be recorded on all documents of title of record for all affected lots.

Section 8 Fish and Wildlife Habitat Conservation Areas

8.1 Designation of fish and wildlife habitat conservation areas.

All of the following habitat areas are designated critical areas:

- A. **Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association.**
- B. **State priority habitats and areas associated with state priority species,** including, but limited to, riparian areas associated with water ways.
- C. **Habitats and species of local importance.** Habitats and species of local importance are those designated by the City, including those habitats and species that, due to their population status or sensitivity to habitat manipulation, warrant protection through possible retention or recovery of connectivity of habitat features.
- D. **Naturally occurring ponds under twenty (20) acres.** Naturally occurring ponds are those ponds under twenty (20) acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds. Naturally occurring ponds do not include ponds deliberately designed and created from dry sites, such as canals, detention facilities, wastewater treatment facilities, farm ponds, temporary construction ponds, and landscape amenities, unless such artificial ponds were intentionally created for mitigation.
- E. **Waters of the state.** Waters of the state includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington, as classified in WAC 222-16-031.
- F. **Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity.**
- G. **State natural area preserves and natural resource conservation areas.**

8.2 Critical area report – Additional requirements for habitat conservation areas.

In addition to the general critical area report requirements of Section 1.140, critical area reports for habitat conservation areas must meet the requirements of this Section. Critical area reports for two or more types of critical areas must meet the report requirements for each relevant type of critical area.

- A. **Habitat assessment.** A habitat assessment is an investigation of the project area to evaluate the potential presence or absence of designated critical fish or wildlife species or habitat. A critical area report for a habitat conservation area shall contain an assessment of habitats including the following site- and proposal-related information at a minimum:
 - 1. Detailed description of vegetation on and adjacent to the project area and its associated buffer;

2. Identification of any species of local importance, priority species, or endangered, threatened, sensitive or candidate species that have a primary association with habitat on or adjacent to the project area, and assessment of potential project impacts to the use of the site by the species;
 3. A discussion of any federal, state, or local special management recommendations, including Department of Fish and Wildlife habitat management recommendations, that have been developed for species or habitats located on or adjacent to the project area;
 4. A detailed discussion of the direct and indirect potential impacts on habitat by the project, including potential impacts to water quality;
 5. A discussion of measures, including avoidance, minimization and mitigation, proposed to preserve existing habitats and restore any habitat that was degraded prior to the current proposed land use activity and to be conducted in accordance with *Mitigation sequencing*, Section 4.7; and
 6. A discussion of ongoing management practices that will protect habitat after the project site has been developed, including proposed monitoring and maintenance programs.
- B. **Additional information may be required.** When appropriate due to the type of habitat or species present or the project area conditions, the City may also require the habitat management plan to include:
1. An evaluation by a qualified professional regarding the applicant's analysis and the effectiveness of any proposed mitigating measures or programs, to include any recommendations as appropriate;
 2. A request for consultation with the Department of Fish and Wildlife or the local Native American Indian Tribe or other appropriate agency; and
 3. Detailed surface and subsurface hydrologic features both on and adjacent to the site.

8.3 Habitat performance standards – General requirements

- A. **Alterations prohibited.** Land development and use shall be prohibited from habitat conservation areas and their buffers, except in accordance with this Ordinance.
- B. **Mitigation shall result in contiguous corridors.** When mitigation is required to offset impacts, mitigation sites shall be located to preserve or achieve contiguous wildlife habitat corridors to minimize the isolating effects of development on habitat areas, so long as mitigation of aquatic habitat is located within the same aquatic ecosystem as the area disturbed.

C. **Approvals of activities may be conditioned.** The City shall condition approvals of activities allowed within or adjacent to a habitat conservation area or its buffers, as necessary, to minimize or mitigate any potential adverse impacts. Conditions may include, but are not limited to, the following:

1. Establishment of buffer zones;
2. Preservation of critically important vegetation;
3. Limitation of access to the habitat area, including fencing to deter unauthorized access;
4. Seasonal restriction of construction activities;
5. Establishment of a duration and timetable for periodic review of mitigation activities; and
6. Requirement of a performance bond, when necessary, to ensure completion and success of proposed mitigation.
7. Integration of Low Impact Development (LID) standards may be required for projects adjacent to riparian areas.

D. **Buffers**

1. **Establishment of buffers.** The City shall require the establishment of buffer areas for activities adjacent to habitat conservation areas when needed to protect the habitat conservation areas. Required buffer widths shall reflect the sensitivity of the habitat and the type and intensity of human activity proposed to be conducted nearby, and shall be consistent with the management recommendations issued by the state Department of Fish and Wildlife. Habitat conservation areas and their buffers shall be preserved in perpetuity through the use of native growth protection areas in accordance with Sections 1.200.
2. **Seasonal restrictions.** When a species is more susceptible to adverse impacts during specific periods of the year, seasonal restrictions may apply. Larger buffers may be required and activities may be further restricted during the specified season.
3. **Habitat buffer averaging.** The City may allow the recommended habitat area buffer width to be reduced in accordance with a critical area report only if:
 - a. It will not reduce stream or habitat functions;
 - b. It will not adversely affect salmonid habitat;

- c. It will provide additional natural resource protection, such as buffer enhancement;
- d. The total area contained in the buffer area after averaging is no less than that which would be contained within the standard buffer; and
- e. The buffer area width is not reduced by more than twenty five (25) ~~fifty~~ percent (50%) in any location;

4. **Limitations.** Buffer averaging is not permitted:

- (a) Where the buffer contains documented habitat for state or federally listed threatened or endangered species, unless approved in writing by the Washington Department of Fish and Wildlife or other applicable agency.
- (b) For Category I wetlands, unless the area proposed for averaging is of demonstrably lower habitat value and the proposal is consistent with Ecology guidance;
- (c) Where buffer averaging would interrupt hydrologic or habitat connectivity between wetlands, riparian corridors, or other habitat features;
- (d) In circumstances where cumulative development impacts would further degrade critical area function;
- (e) In areas where averaging would impair floodplain processes or the long-term ecological health of the basin or watershed.

E. **Signs and fencing of habitat conservation areas**

- 1. **Temporary markers.** The outer perimeter of the habitat conservation area or buffer and the limits of those areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in such a way as to ensure that no unauthorized intrusion will occur, and verified by the Public Works Director prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction, and shall not be removed until permanent signs, if required, are in place.
- 2. **Permanent signs.** As a condition of any permit or authorization issued pursuant to this Chapter, the Public Works Director may require that applicant to install permanent signs along the boundary of a habitat conservation area or buffer.
 - a. Permanent signs shall be made of a metal face and attached to a metal post, or another material of equal durability. Signs must be posted at an interval of one per lot or every fifty (50) feet, whichever is less, and must be maintained by the property owner in perpetuity. The sign shall be worded as follows or with alternative language approved by the Public Works Director:

“Habitat Conservation Area”
Do Not Disturb
Contact [local contact information]
Regarding Uses and Restriction”

- b. The provisions of subsection (a) may be modified as necessary to assure protection of sensitive features or wildlife.

3. Fencing

- a. The Public Works Director, or his or her designee, shall determine if fencing is necessary to protect the functions and values of the critical area. If found to be necessary, the Public Works Director, or his or her designee, shall condition any permit or authorization issued pursuant to this Chapter to require the applicant to install a permanent fence at the edge of the habitat conservation area or buffer, when fencing will prevent future impacts to the habitat conservation area.
- b. The applicant shall be required to install a permanent fence around the habitat conservation area or buffer when domestic grazing animals are present or may be introduced on site.
- c. Fencing installed as part of a proposed activity or as required in this Subsection shall be design so as to not interfere with species migration, including fish runs, and shall be constructed in a manner that minimizes habitat impacts.

F. **Subdivisions.** The subdivision and short subdivision of land in fish and wildlife habitat conservation areas and associated buffers is subject to the following:

- 1. Land that is located wholly within a habitat conservation area or its buffer may not be subdivided.
- 2. Land that is located partially within a habitat conservation area or its buffer may be divided provided that the developable portion of each new lot and its access is located outside of the habitat conservation area or its buffer and meets the minimum lot size requirements of the adopted zoning regulations.
- 3. Access roads and utilities serving the proposed may be permitted within the habitat conservation area and associated buffers only if the City determines that no other feasible alternative exists and when consistent with this Ordinance.

8.4 Habitat performance standards – Specific habitats

A. Endangered, threatened, and sensitive species

1. No development shall be allowed within a habitat conservation area or buffer with which state or federally endangered, threatened, or sensitive species have a primary association, except that which is provided for by the management rules established by the Department of Fish and Wildlife or applicable state or federal agency.
2. Whenever activities are proposed adjacent to a habitat conservation area with which state or federally endangered, threatened, or sensitive species have a primary association, such area shall be protected through the application of protection measures in accordance with a critical area report prepared by a qualified professional and approved by the City. Approval for alteration of land adjacent to the habitat conservation area or its buffer shall not occur prior to consultation with the Department of Fish and Wildlife for animal species, the Department of Natural Resources for plant species, and other appropriate federal or state agencies.
3. Development projects likely to harm bald eagle nests or roosts are required to abide by the *National Bald Eagle Management Guidelines*, and demonstrate that a U.S. Fish and Wildlife Service (USFWS) permit is not required by using the USFWS online self-certification tool or, if a USFWS permit is required, demonstrate that it has been obtained.

B. Anadromous fish

1. All activities, uses, and alterations proposed to be located in water bodies used by anadromous fish or in areas that affect such water bodies shall give special consideration to the preservation and enhancement of anadromous fish habitat, including, but not limited to, adhering to the following standards:
 - a. Activities shall be timed to occur only during the allowable work window as designated by the Department of Fish and Wildlife for the applicable species;
 - b. An alternative alignment or location for the activity is not feasible;
 - c. The activity is designed so that it will not degrade the functions or values of the fish habitat or other critical areas;
 - d. Shoreline erosion control measures shall be designed to use bioengineering methods or soft armoring techniques according to an approved critical area report, and;
 - e. Any impacts to the functions or values of the habitat conservation area are mitigated in accordance with an approved critical area report.
2. Structures that prevent the migration of salmonids shall not be allowed in the portion of water bodies currently or historically used by anadromous fish. Fish bypass facilities shall be provided that allow the upstream migration of

adult fish and shall prevent fry and juveniles migrating downstream from being trapped or harmed. Fish passage barriers on-site shall be corrected.

3. Fills, when authorized by the adopted shoreline master program, shall not adversely impact anadromous fish or their habitat or shall mitigate any unavoidable impacts, and shall only be allowed for a water-dependent use.

C. **Riparian habitat areas.** Unless otherwise allowed in this Ordinance, all structures and activities shall be located outside of the riparian habitat area.

1. **Riparian habitat area – Standard buffer widths.** A riparian habitat area shall have the following buffer width, unless a greater width is required pursuant to this section, Subsection 3, or a lesser width is allowed pursuant to this section, Subsection 4. Buffer widths shall be measured outward in each direction, on the horizontal plane, from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified.

Table 4

Riparian Habitat Areas	
Stream type	RHA <u>buffer</u> widths
Type <u>S</u> 1 & 2; or shorelines of the state, or shorelines of statewide significance	150 feet
Type <u>F</u> 3; ~~5-20 feet wide~~	125 ~~100~~ feet
Type <u>Np</u> 3; ~~< 5 feet wide~~	<u>100</u> ~~75~~ feet
Type <u>Ns</u> 4 and 5	<u>100</u> ~~50~~ feet

2. **Increased riparian habitat area widths.** The riparian habitat area widths shall be increased, as follows:
 - a. When the City determines that the riparian habitat width is insufficient to prevent habitat degradation and to protect the structure and functions of the habitat area;
 - b. When the frequently flooded area exceeds the riparian habitat area width, the riparian habitat area shall extend to the outer edge of the frequently flooded area;
 - c. The riparian habitat width shall be measured from the outer edge of the channel migration zone when a channel migration zone is present.
 - d. When the habitat area is in an area of high blowdown potential, the riparian habitat width shall be expanded an additional fifty (50) feet on the windward side; and

- e. When the habitat area is within an erosion or landslide hazard area, or buffer, the riparian habitat area shall be the recommended distance, or the erosion or landslide hazard area or buffer, whichever is greater.

3. **Riparian habitat area width averaging.** The City may allow the recommended riparian habitat area width to be reduced in accordance with a critical area report only if:

- a. The width reduction will not reduce stream or habitat functions, including those of nonfish habitat;
- b. The width reduction will not degrade the habitat, including habitat for anadromous fish;
- c. The proposal will provide additional habitat protection;
- d. The total area contained in the riparian habitat area of each stream on the development proposal site is not decreased;
- e. The recommended riparian habitat area width is not reduced by more than twenty five (25) percent (50%) in any one location;
- f. The width reduction will not be located within another critical area or associated buffer; and
- g. The reduced riparian habitat area width is supported by best available science.

4. **Riparian habitat mitigation.** Mitigation of adverse impacts to riparian habitat areas shall result in equivalent functions and values on a per function basis, be located as near the alteration as feasible, and be located in the same sub drainage basin as the habitat impacted.

5. **Alternative mitigation for riparian habitat areas.** The performance standards set forth in this Subsection may be modified at the City's discretion if the applicant demonstrates that greater habitat functions, on a per function basis, can be obtained in the affected sub-drainage basin as a result of alternative mitigation measures.

D. **Aquatic habitat.** The following specific activities may be permitted within a riparian habitat area, pond, lake, water of the state, or associated buffer when the activity complies with the following standards and the adopted shoreline master program.

- 1. **Clearing and Grading.** When clearing and grading is permitted as part of an authorized activity or as otherwise allowed in these standards, the following shall apply:
 - a. Grading is allowed only during the dry season, which is typically regarded as beginning on May 1st and ending on October 1st of each year, provided

that the City may extend or shorten the dry season on a case-by-case basis, determined on actual weather conditions.

- b. Filling or modification of a wetland or wetland buffer is permitted only if it is conducted as part of an approved wetland alteration.
 - c. The soil duff layer shall remain undisturbed to the maximum extent possible. Where feasible, any soil disturbed shall be redistributed to other areas of the project area.
 - d. The moisture-holding capacity of the topsoil layer shall be maintained by minimizing soil compaction or reestablishing natural soil structure and infiltrative capacity on all areas of the project area not covered by impervious surfaces.
 - e. Erosion and sediment control that meets or exceeds the standards set forth in the adopted stormwater management regulations shall be provided.
2. **Shoreline erosion control measures.** New, replacement, or substantially improved, shoreline erosion control measures may be permitted be in accordance with an approved critical area report that demonstrates the following:
- a. Natural shoreline processes will be maintained. The project will not result in increased beach erosion or alterations to, or loss of, shoreline substrate within one-quarter (1/4) mile of the project area.
 - b. The shoreline erosion control measures will not degrade fish or wildlife habitat conservation areas or associated wetlands.
 - c. Adequate mitigation measures ensure that there is no net loss of the functions or values of riparian habitat as a result of the proposed shoreline erosion control measures.
 - d. New hard shoreline stabilization measures (e.g., riprap, concrete walls, or similar structural armoring) shall be prohibited for all newly constructed primary structures within shoreline jurisdiction or adjacent to water bodies regulated under this chapter. This provision shall not apply to the repair or replacement of existing, legally established hard armoring, provided such repair does not expand the footprint or alter the original function of the structure, and is consistent with applicable state and federal requirements.
3. **Streambank stabilization.** Streambank stabilization to protect new structures from future channel migration is not permitted except when such stabilization is achieved through bioengineering or soft armoring techniques in accordance with an approved critical area report.

4. **Launching ramps – Public or private.** Launching ramps may be permitted in accordance with an approved critical area report that has demonstrated the following:
 - a. The project will not result in increased beach erosion or alterations to, or loss of, shoreline substrate within one-quarter (1/4) mile of the site;
 - b. The ramp will not adversely impact critical fish or wildlife habitat areas or associated wetlands;
 - c. Adequate mitigation measures ensure that there is no net loss of the functions or values of riparian habitat as a result of the ramp; and
5. **Docks.** Repair and maintenance of an existing dock or pier may be permitted in accordance with an approved critical area report subject to the following:
 - a. There is no increase in the use of materials creating shade for predator species or eelgrass;
 - b. There is no expansion in overwater coverage;
 - c. There is no new spanning of waters between three (3) and thirteen (13) feet deep;
 - d. There is no increase in the size and number of pilings; and
 - e. There is no use of toxic materials (such as creosote) that come in contact with the water.
6. **Roads, trails, bridges, and rights-of-way.** Construction of trails, roadways, and minor road bridging, less than or equal to thirty (30) feet wide, may be permitted in accordance with an approved critical area report subject to the following standards:
 - a. There is no other feasible alternative route with less impact on the environment;
 - b. The crossing minimizes interruption of downstream movement of wood and gravel;
 - c. Roads in riparian habitat areas or their buffers shall not run parallel to the water body;
 - d. Trails shall be located on the outer edge of the riparian area or buffer, except for limited viewing platforms and crossings;
 - e. Crossings, where necessary, shall only occur as near to perpendicular with the water body as possible;

- f. Mitigation for impacts is provided pursuant to a mitigation plan of an approved critical area report;
 - g. Road bridges are designed according to the Department of Fish and Wildlife *Fish Passage Design at Road Culverts*, March 1999, and the National Marine Fisheries Service *Guidelines for Salmonid Passage at Stream Crossings*, 2000; and
 - h. Trails and associated viewing platforms shall not be made of continuous impervious materials.
7. **Utility Facilities.** New utility lines and facilities may be permitted to cross watercourses in accordance with an approved critical area report if they comply with the following standards:
- a. Fish and wildlife habitat areas shall be avoided to the maximum extent possible;
 - b. Installation shall be accomplished by boring beneath the scour depth and hyporheic zone of the water body and channel migration zone, where feasible;
 - c. The utilities shall cross at an angle greater than sixty (60) degrees to the centerline of the channel in streams or perpendicular to the channel centerline whenever boring under the channel is not feasible;
 - d. Crossings shall be contained within the footprint of an existing road or utility crossing where possible;
 - e. The utility route shall avoid paralleling the stream or following a down-valley course near the channel; and
 - f. The utility installation shall not increase or decrease the natural rate of shore migration or channel migration.
8. **Public flood protection measures.** New public flood protection measures and expansion of existing ones may be permitted, subject to the City's review and approval of a critical area report and the approval of a Federal Biological Assessment by the federal agency responsible for reviewing actions related to a federally listed species.
9. **Instream structures.** Instream structures, such as, but not limited to, high flow bypasses, sediment ponds, instream ponds, retention and detention facilities, tide gates, dams, and weirs, shall be allowed only as part of an approved watershed basin restoration project approved by the City and upon acquisition of any required state or federal permits. The structure shall be designed to avoid modifying flows and water quality in ways that may adversely affect habitat conservation areas.

10. **Stormwater conveyance facilities.** Conveyance structures may be permitted in accordance with an approved critical area report subject to the following standards:

- a. No other feasible alternatives with less impact exist;
- b. Mitigation for impacts is provided;
- c. Stormwater conveyance facilities shall incorporate fish habitat features;
and
- d. Vegetation shall be maintained and, if necessary, added adjacent to all open channels and ponds in order to retard erosion, filter out sediments, and shade the water.

11. **On-site sewage systems and wells.** All new development must avoid locating on-site sewage systems within riparian areas and their buffers to the greatest extent feasible, due to the high risk of system failure and the sensitivity of these hydrologically dynamic and ecologically critical areas.

- a. New on-site sewage systems and individual wells may be permitted in accordance with an approved critical area report only if accessory to an approved primary structure for which it is not feasible to connect to a public system.
- b. Repairs to failing on-site sewage systems associated with an existing structure shall be accomplished by utilizing one of the following methods that result in the least impact:
 - i. Connection to an available public sanitary sewer system;
 - ii. Replacement with a new on-site sewage system located in a portion of the site that has already been disturbed by development and is located landward as far as possible, provided the proposed sewage system is in compliance with the health district standards; or
 - iii. Repair to the existing on-site septic system.

Section 9 Frequently Flooded Areas

9.1 Frequently Flooded Areas

Areas of 100-year flood, base flood elevations and flood hazard factors have been delineated for most flood hazard areas within the City of Gold Bar. All new subdivisions, short plats, grading, fill and clearing permits, variances, conditional use permits, building permits and rezones within a flood zone of the Flood Insurance Rate Map shall complete a survey and elevation study to determine the appropriate 100 year flood plain delineation. All permits shall comply with the applicable sections of the Gold Bar Municipal Code to assure flood damage prevention and be required to delineate the floodplain. The current 100-year flood areas, as delineated on the Flood Insurance Rate Maps for the City of Gold Bar, may not reflect the actual 100-year floodplain. Past 100-year events have not occurred in all the areas delineated and will need to be mapped and further verified by the City of Gold Bar.

DRAFT

Section 10 Temporary Emergency Permit, Enforcement

10.1 Temporary Emergency Permit

A. Notwithstanding the provisions of this ordinance or any other laws to the contrary, the City of Gold Bar may issue a temporary permit for a project within a sensitive area if-

1. The City of Gold Bar determines that an unacceptable threat to life or severe loss of property will occur if an emergency permit is not granted; and
2. The anticipated threat or loss may occur before a permit can be issued or modified under the procedures otherwise required by this act and other applicable laws.

B. Any emergency permit granted shall incorporate, to the greatest extent practicable and feasible but not inconsistent with the emergency situation, the standards and criteria required for non-emergency activities under this act and shall:

1. Be limited in duration to the time required to complete the authorized emergency activity, not to exceed 90 days; and
2. Require, within this 90 day period, the restoration of any sensitive area altered as a result of the emergency activity, except that if more than the 90 days from the issuance of the emergency permit is required to complete restoration, the emergency permit may be extended to complete this restoration.

C. Issuance of an emergency permit by the City of Gold Bar does not preclude the necessity to obtain necessary approvals from appropriate federal and state authorities. The emergency permit may be terminated at any time without process upon a determination by the City of Gold Bar that the action was not or is no longer necessary to protect human health, property value, or the environment.

10.2 Enforcement

A person or entity who fails to conform to the terms of this ordinance shall be construed as having violated the Gold Bar Zoning Code, Title 17 GBMC, for purposes of Chapter 17.84 GBMC, as now or hereafter amended, pertaining to enforcement of the Gold Bar Zoning Code.

Section 11 Non-Conforming Activities

A regulated activity that was approved prior to the passage of this ordinance and to which significant economic resources have been committed pursuant to such approval but which is not in conformity with the provisions of this ordinance may be continued subject to the following:

- A. No such activity shall be expanded, changed, enlarged or altered in any way that increase the extent of its non-conformity except for activities allowed with an emergency permit issued under Section 10.1;
- B. Except for cases of discontinuance as part of normal agricultural practices, if a non-conforming activity is discontinued for 12 consecutive months, any resumption of the activity shall conform to this ordinance;
- C. If the value of a nonconforming structure is reduced by more than 50% by human activities or an act of God;
- D. Activities or adjuncts thereof that are or become nuisances shall not be entitled to continue nonconforming activities.

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #784**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON ADOPTING
AMENDMENTS TO THE GOLD BAR CRITICAL AREAS ORDINANCE**

WHEREAS, the City of Gold Bar is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and subject to the Growth Management Act, Title 36.70A RCW; and

WHEREAS, the Growth Management Act mandates that the City adopt development regulations to protect the functions and values of five (5) types of critical areas: wetlands, critical aquifer recharge areas, fish and wildlife habitat areas, frequently flooded areas, and geologically hazardous areas; and

WHEREAS, the Gold Bar Critical Areas Ordinance is incorporated by reference in Gold Bar Municipal Code 18.08.010, and contains the City's development regulations pertaining to the protection of critical areas located within the City; and

WHEREAS, pursuant to RCW 36.70A.130, the City is required to periodically review and, if needed, revise its development regulations, including its critical areas regulations, to ensure its regulations comply with the goals and requirements of the Growth Management Act; and

WHEREAS, the last periodic review of the Gold Bar Critical Areas Ordinance was in 2016, with Ordinance 696 enacting necessary revisions; and

WHEREAS, RCW 36.70A.172 requires that when reviewing its Critical Areas Ordinance, the City must include Best Available Science in developing the regulations to protect the functions and values of critical areas and to give special consideration to conservation and protection measures necessary to preserve or enhance anadromous fisheries; and

WHEREAS, in performing this periodic review, the City did extensive research in regards to the standards and requirements for regulating critical areas, has considered guidance available from state agencies, including the Department of Commerce and the Department of Ecology, and has considered various sources of Best Available Science and included it in developing its Critical Areas Ordinance, giving special consideration to anadromous fisheries; and

WHEREAS, the environmental impacts of the amendments to the Critical Areas Ordinance resulted in the issuance of a Determination of Non-Significance (DNS) with no appeals filed; and

WHEREAS, in developing its Critical Areas Ordinance, the City provided for public participation, as demonstrated by the public record; and

WHEREAS, the City of Gold Bar City Council has considered the proposed Critical Areas Ordinance amendments and held a properly noticed public hearing on September 16th, 2026, so as to receive public testimony; and

WHEREAS, at the conclusion of September 16th, 2025 public hearing, the City Council voted to approve the proposed amendments; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with notice of its intent to adopt the amendment(s); and

WHEREAS, the City Council has considered the entire public record, public comments, the Best Available Science, and staff recommendation; and

WHEREAS, the City Council has determined that the proposed amendments are necessary to ensure compliance with the goals and requirements of the Growth Management Act, and to complete its obligation for the 2025 periodic update of the Comprehensive Plan and Development Regulations, pursuant to RCW 36.70A.130;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS AS FOLLOWS:

Section I, Amendments

Section II, Codification of Amendments

Section III, Severability

Section IV, Effective Date

Section I, Amendments

The Gold Bar Critical Areas Ordinance is amended as set forth in Exhibit A to this Ordinance.

Section II, Codification of Amendments

The City Council approves and adopts the proposed amendments without substantive change, and authorizes the City Clerk to codify the amendments to GBMC 18.08, and publish the amended code.

Section III, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IV, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

Benefits	Based on August Payroll		PERS is employer contribution; use September DRS report								
Employee	Health		PERS		WDS		VSP		Life		Social Sec, Medicare, etc. are withheld, not paid by city
Water Manager	\$	975.00	\$	603.93	\$	49.96	\$	9.54	\$	0.75	Does not include overtime
Office Manager	\$	975.00	\$	520.49	\$	49.96	\$	9.54	\$	0.75	
Public Works Director	\$	975.00	\$	657.21	\$	49.96	\$	9.54	\$	0.75	
Utility Maint. I	\$	975.00	\$	429.98	\$	49.96	\$	9.54	\$	0.75	
Utility Maint. II	\$	975.00	\$	317.10	\$	49.96	\$	9.54	\$	0.75	2025 Health - 7.4% increase, others no increase
Clerk/Treasurer	\$	975.00	\$	583.88	\$	49.96	\$	9.54	\$	0.75	
Utility Maint.	\$	975.00	\$	450.00	\$	49.96	\$	9.54	\$	0.75	
Monthly Total	\$	6,825.00	\$	3,562.59	\$	349.72	\$	66.78	\$	5.25	Grand monthly total \$ 10,809.34
Annual total	\$	81,900.00	\$	42,751.08	\$	4,196.64	\$	801.36	\$	63.00	Grand annual total \$ 129,712.08

	L&I	Empl. Sec.			Myers
Q1 2024	\$ 2,617.89	\$ 200.51			775.14 7.4% increase
Q2 2024	\$ 2,887.03	\$ 206.89			832.5 x12 9990
Q3 2024	\$ 3,195.50	\$ 223.16			
Q4 2023	\$ 2,973.60	\$ 190.42	PFML is paid by employee		Not complete
Total	\$ 11,674.02	\$ 820.98			
Grand Total	\$ 12,495.00				

Approximate total annual benefit cost to city: \$ 142,207.08

Percents based on salary excel		Benefits	
General	40%	\$	57,191.90
Street	5%	\$	6,934.20
Water	38%	\$	54,284.93
Storm	17%	\$	23,796.04
	100%	\$	142,207.08
these percentages come from the BARS salary total			

Salary percents based on annual interviewes with staff and supervisors. 2024 interview for 2025 budget held on 9/25/2024

Water Manager

	2024	2025
576.80.10.001	2.00%	2.00%
542.30.10.101	1.00%	1.00%
534.80.10.401	93.00%	93.00%
531.10.10.415	2.00%	2.00%
558.50.00.001	2.00%	2.00%
	100.00%	100.00%

Office Manager

	2024	2025
521.10.10.001 law	10.00%	10.00%
554.30.10.001 dogs	5.00%	5.00%
558.50.10.001 bldg	6.00%	6.00%
558.60.10.001 plan	1.00%	1.00%
576.80.10.001	0.00%	0.00%
534.80.10.401	37.00%	40.00%
531.10.10.415	36.00%	33.00%
514.20.10.001	5.00%	5.00%
542.30.10.101	0.00%	0.00%
	100.00%	100.00%

Public Works Director

	2024	2025
558.50.10.001	20.00%	20.00%
558.60.10.001	15.00%	15.00%
576.80.10.001	13.00%	13.00%
542.30.10.101	15.00%	8.00%
534.80.10.401	25.00%	25.00%
531.10.10.415	12.00%	19.00%
	100.00%	100.00%

Utility Maint. I

	2024	2025
558.50.10.001	5.00%	0.00%
576.80.10.001	55.00%	55.00%
542.30.10.101	15.00%	10.00%
534.80.10.401	12.00%	10.00%
531.10.10.415	13.00%	25.00%
	100.00%	100.00%

Clerk/Treasurer

	2024	2025
514.20.10.001	70.00%	65.00%
534.80.10.401	10.00%	12.50%
514.20.10.001.1	10%	10.00%
531.10.10.415	10.00%	12.50%
	100.00%	100.00%

Utility Maint. II

	2024	2025
531.10.10.415	20%	20%
534.80.10.401	13%	33%
542.30.10.101	30%	10%
576.80.10.001	36%	36%
558.50.10.001	1%	1%
	100%	100%

Utility Maint.

	2024	2025
531.10.10.415	5.00%	10%
534.80.10.401	55.00%	60%
542.30.10.101	15.00%	10%
576.80.10.001	12.00%	15%
558.50.10.001	13.00%	5%
	100.00%	100%

CITY OF GOLD BAR
2026 SALARY GRID

This grid is used for COLA and merit increases

CPI

Parameters:		
% between Steps	1.5%	1.015
% between Ranges	5%	1.05

Base A 3316 x 1.03
Base B 6123 X 1.03
Annual step increases are based on evaluation only and not automatic

Previous year C12 and C40 becomes new year H4 and H5
Change CPI to new increase (example, a 3% increase is 1.03 here)
Excel does the math to update the two tables
Hourly is previous hourly + percent increase

Position Title	RANGE	A	B	C	D	E	F	G	H	I	J
Water Apprentice	1	3415	3467	3519	3571	3625	3679	3735	3791	3848	3905
	2	3586	3640	3695	3750	3806	3863	3921	3980	4040	4100
	3	3766	3822	3879	3938	3997	4057	4117	4179	4242	4306
	4	3954	4013	4073	4134	4196	4259	4323	4388	4454	4521
	4	3954	4013	4073	4134	4196	4259	4323	4388	4454	4521
	5	4152	4214	4277	4341	4406	4472	4539	4608	4677	4747
Utility Maint II	6	4359	4425	4491	4558	4627	4696	4766	4838	4911	4984
	7	4577	4646	4715	4786	4858	4931	5005	5080	5156	5233
	8	4806	4878	4951	5025	5101	5177	5255	5334	5414	5495
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
Office Manager	10	5299	5378	5459	5541	5624	5708	5794	5881	5969	6058
	11	5563	5647	5732	5818	5905	5993	6083	6175	6267	6361
Water Manager	12	5842	5929	6018	6108	6200	6293	6387	6483	6581	6679
	13	6134	6226	6319	6414	6510	6608	6707	6807	6910	7013
Public W Director	14	6440	6537	6635	6735	6836	6938	7042	7148	7255	7364
	15	6762	6864	6967	7071	7177	7285	7394	7505	7618	7732
	16	7101	7207	7315	7425	7536	7649	7764	7880	7999	8119
	17	7456	7567	7681	7796	7913	8032	8152	8275	8399	8525
	18	7828	7946	8065	8186	8309	8433	8560	8688	8819	8951

WDM I increase in July

2025 Anniversary Step Current step as of 01/01/2024; includes COLA

Position Title	RANGE	A	B	C	D	E	F	G	H	I	J
Clerk/Treasurer	1	6307	6401	6497	6595	6694	6794	6896	6999	7104	7211
	2	6622	6721	6822	6925	7028	7134	7241	7349	7460	7572
	3	6953	7057	7163	7271	7380	7490	7603	7717	7833	7950
	4	7301	7410	7521	7634	7749	7865	7983	8103	8224	8348
	5	7666	7781	7898	8016	8136	8258	8382	8508	8635	8765
	6	8049	8170	8292	8417	8543	8671	8801	8933	9067	9203
	7	8452	8578	8707	8838	8970	9105	9241	9380	9521	9663
	8	8874	9007	9142	9280	9419	9560	9703	9849	9997	10147
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	10	5299	5378	5459	5541	5624	5708	5794	5881	5969	6058
	11	5563	5647	5732	5818	5905	5993	6083	6175	6267	6361
	12	5842	5929	6018	6108	6200	6293	6387	6483	6581	6679
	13	6134	6226	6319	6414	6510	6608	6707	6807	6910	7013
	14	6440	6537	6635	6735	6836	6938	7042	7148	7255	7364
	15	6762	6864	6967	7071	7177	7285	7394	7505	7618	7732
	16	7101	7207	7315	7425	7536	7649	7764	7880	7999	8119
	17	7456	7567	7681	7796	7913	8032	8152	8275	8399	8525

Base A 6123 x CPI 3%

Hourly Staff

Utility Maintenance II	2025 CPI 3%		2026		1.50% Anniversary Increase		Annual	Monthly	Annual	Monthly	Art goes to II, 27.72
\$	26.64	\$ 0.80	\$ 27.44	\$ 0.41	\$ 27.85	\$ 57,073.54	\$ 4,756.13	\$ 57,929.64	\$ 4,827.47		
Utility Maintenance I Entry	\$	22.00	\$ 0.66	\$ 22.66	\$ 0.34	\$ 23.00	\$ 47,132.80	\$ 3,927.73	\$ 47,839.79	\$ 3,986.65	
April, anniversary go to 24.00											

Reviewed By:
Date:

BARS Breakdown Start with salary grid, then allocations, then benefits, then this one, then vacation buyout tab

				Does include vacation buyout estimate				Does not include overtime			
Monthly	Merit Increase	Annual	BIAS Jan 1 Annual ***	Payroll Final Totals	Total Salaries	\$ 504,296.64					
Water Manager	\$ 6,387.00	\$ 6,483.00	\$ 76,836.00	\$ 76,644.00	\$ 64,079.10		Gen. Total	\$ 202,814.68	40%		
Office Manager	\$ 6,267.00	\$ -	\$ 75,204.00	\$ 75,204.00	\$ 9,260.60		Street Total	\$ 24,590.16	5%		
Water Apprentice	\$ 3,571.00	\$ 4,057.00	\$ 48,684.00	\$ 42,852.00	\$ 7,770.40		Water Total	\$ 192,505.95	38%		
Public Wks. Director	\$ 8,032.00	\$ 8,152.00	\$ 97,584.00	\$ 96,384.00	\$ 3,885.20		Storm Total	\$ 84,385.85	17%		
Utility Maint. I	\$ 3,927.73	\$ 3,986.65	\$ 47,250.60	\$ 47,132.76	\$ 33,179.34			\$ 504,296.64	100%		Swapped two positions to keep formula for Art
Clerk/Treasurer	\$ 7,490.00	\$ 7,603.00	\$ 90,106.00	\$ 89,880.00	\$ 15,789.64						
Utility Maint. II	\$ 4,756.13	\$ 4,827.47	\$ 57,216.24	75% \$ 53,456.00	\$ 68,850.40						
					\$ 202,814.68						
Water Manager	Percents	Salary by BARS	Benefits				Discrepancy check				
576.80.10.001	2%	\$ 1,536.72		542.30.10.101	\$ 24,590.16		\$ 504,296.64				
576.80.20.001			\$ 393.40								
542.30.10.101	1%	\$ 768.36									
542.30.20.101			\$ 196.70	534.80.10.401	\$ 192,505.95		\$ -				
534.80.10.401	93%	\$ 71,457.48									
534.80.20.401			\$ 18,293.25								
531.10.10.415	2%	\$ 1,536.72		531.10.10.415	\$ 84,385.85						
531.10.20.415			\$ 393.40								
558.50.10.001	2%	\$ 1,536.72									
558.50.20.001			\$ 393.40								
Total	100%	\$ 76,836.00	\$ 19,670.16								
Office Manager	Percents	Salary by BARS	Benefits	Insurance Benefits	Monthly	Annual	Emp. Sec. & L&I	Fund %	Not Complete		
521.10.10.001 Law	10%	\$ 7,520.40		Water Manager	\$ 1,639.18	\$ 19,670.16	\$ 12,495.00	General	\$ 5,025.16		
521.10.20.001			\$ 1,866.89	Office Manager	\$ 1,555.74	\$ 18,668.88		Street	\$ 609.27		
554.30.10.001 dogs	5%	\$ 3,760.20		Public Wks. Director	\$ 1,692.46	\$ 20,309.52		Water	\$ 4,769.74		
554.30.20.001			\$ 933.44	Utility Maint. II	\$ 1,465.23	\$ 17,582.76		Storm	\$ 2,090.84		
558.50.10.001 bldg	6%	\$ 4,512.24		Utility Maint. I	\$ 1,352.35	\$ 16,228.20			\$ 12,495.00		
558.50.20.001	1%	\$ 752.04	\$ 1,120.13	Clerk/Treasurer	\$ 1,619.13	\$ 19,429.56					
558.60.10.001 plan			\$ 186.69	Utility Maint. I (new)	\$ 1,485.25	\$ 17,823.00					
558.60.20.001			\$ 186.69		\$ 9,324.09	\$ 129,712.08					
576.80.10.001	0%	\$ -	\$ -	Benefits Totals		%	Emp. Sec. & L&I	Final Benefit Totals			
576.80.20.001			\$ -	514.20.20.001	\$ 13,562.66	11%	\$ 1,317.42	\$ 14,880.08			
534.80.10.401	40%	\$ 30,081.60		514.20.20.01.001	\$ 1,942.96	2%	\$ 188.73	\$ 2,131.69			
534.80.20.401			\$ 7,467.55	521.10.20.001	\$ 1,866.89	1%	\$ 181.34	\$ 2,048.23			does not include Myers
531.10.10.415	33%	\$ 24,817.32		554.30.20.001	\$ 933.44	1%	\$ 90.67	\$ 1,024.11			
531.10.20.415			\$ 6,160.73	558.50.20.001	\$ 8,054.71	6%	\$ 782.40	\$ 8,837.11			
514.20.10.001				558.60.20.001	\$ 3,046.43	16%	\$ 2,009.26	\$ 5,055.69			
514.20.20.001			\$ 933.44	576.80.20.001	\$ 20,685.07	16%	\$ 2,009.26	\$ 22,694.33			
542.30.10.101	0%	\$ -	\$ -	542.30.20.101	\$ 6,984.86	5%	\$ 678.48	\$ 7,663.34			
542.30.20.101			\$ -	534.80.20.401	\$ 50,183.11	39%	\$ 4,874.58	\$ 55,057.69			
Total	100%	\$ 75,204.00	\$ 18,855.57	531.10.20.415	\$ 21,374.12	17%	\$ 2,076.19	\$ 23,450.31			
					\$ 128,634.24	114%	\$ 14,208.35				
Public Wks. Director	Percents	Salary by BARS	Benefits			?					
558.50.10.001 bldg.	20%	\$ 19,516.80									
558.50.20.001			\$ 4,061.90								
558.60.10.001	15%	\$ 14,637.60									
558.60.20.001			\$ 3,046.43								
576.80.10.001	13%	\$ 12,685.92									
576.80.20.001			\$ 2,640.24								
542.30.10.101	8%	\$ 7,806.72									
542.30.20.101			\$ 1,624.76								
534.80.10.401	25%	\$ 24,396.00									
534.80.20.401			\$ 5,077.38								
531.10.10.415	19%	\$ 18,540.96									
531.10.20.415			\$ 3,858.81								
Total	100%	\$ 97,584.00	\$ 20,309.52								
Utility Maint. II	Percents	Salary by BARS	Benefits								
558.50.10.001	0%	\$ -	\$ -								
558.50.20.001			\$ -								
576.80.10.001	55%	\$ 25,987.83									
576.80.20.001			\$ 9,670.52								
542.30.10.101	10%	\$ 4,725.06									
542.30.20.101			\$ 1,758.28								
534.80.10.401	10%	\$ 4,725.06									
534.80.20.401			\$ 1,758.28								
531.10.10.415	25%	\$ 11,812.65									
531.10.20.415			\$ 4,395.69								
Total	100%	\$ 47,250.60	\$ 17,582.76								
Clerk/Treasurer	Percents	Salary by BARS	Benefits								
514.20.10.001	65%	\$ 58,568.90									
514.20.20.001			\$ 12,629.21								
534.80.10.401	13%	\$ 11,263.25									
534.80.20.401			\$ 2,428.70								
514.20.10.001.1	10%	\$ 9,010.60									
514.20.20.001.1			\$ 1,942.96								
531.10.10.415	13%	\$ 11,263.25									
531.10.20.415			\$ 2,428.70								
Total	100%	\$ 90,106.00	\$ 19,429.56								
Utility Maint. I	Percents	Salary by BARS	Benefits	To get the right amount for hourly in BIAS will need to take the normal full time rate rather than a percentage.							
576.80.10.001	36%	\$ 20,597.85		The percentage formula here is correct to use for budgeting the payroll but won't give the correct hourly in BIAS							
576.80.20.001			\$ 5,842.15	For BIAS use hourly rate x 10 (hours per day) x 4 (full time) x 52 = annual rate. Divide that by 2080 and the hourly rate should match the hourly rate on the salary grid.							
542.30.10.101	10%	\$ 5,721.62									
542.30.20.101			\$ 1,622.82								
534.80.10.401	33%	\$ 18,881.36									
534.80.20.401			\$ 5,355.31								
531.10.10.415	20%	\$ 11,443.25									
531.10.20.415			\$ 3,245.64								
558.50.10.001	1%	\$ 572.16									
558.50.20.001			\$ 162.28								
Total	100%	\$ 57,216.24	\$ 16,228.20								
Utility Maint. I (New)	Percents	Salary by BARS	Benefits								
576.80.10.001	12%	\$ 5,842.08									
576.80.20.001			\$ 2,138.76								
542.30.10.101	10%	\$ 4,868.40									
542.30.20.101			\$ 1,782.30								
534.80.10.401	55%	\$ 26,776.20									
534.80.20.401			\$ 9,802.65								
531.10.10.415	5%	\$ 2,434.20									
531.10.20.415			\$ 891.15								
558.50.10.001	13%	\$ 6,328.92									
558.50.20.001			\$ 2,316.99								
Total	95%	\$ 46,249.80	\$ 16,931.85								

Don't forget to add in flushing twice a year - figure 40 hours of OT for Richard and Tim, all to water plus benefits

Note: Art's monthly rate is based on full time so reality will be a little less.

			Vacation Buyout Estimate		\$ 2,500.00	Does not include new hire of 2024 as won't have enough accrued vacation by end of 2024
Water Manager	Percents	Salary by BARS	For 2026 this should be reviewed as staff can only cash out one week of pay now			
576.80.10.001	2%	\$ 50.00				
542.30.10.101	1%	\$ 25.00	BARS Totals			
534.80.10.401	93%	\$ 2,325.00	576.80.10.001	\$	2,200.00	
531.10.10.415	2%	\$ 50.00	542.30.10.101	\$	700.00	
558.50.10.001	2%	\$ 50.00	534.80.10.401	\$	4,925.00	
Total	100%	\$ 2,500.00	531.10.10.415	\$	2,537.50	
			558.50.10.001	\$	712.50	
Office Manager			521.10.10.001	\$	250.00	
521.10.10.001 Law	10%	\$ 250.00	554.30.10.001	\$	125.00	
554.30.10.001 dogs	5%	\$ 125.00	558.60.10.001	\$	400.00	
558.50.10.001 bldg	6%	\$ 150.00	514.20.10.001	\$	1,750.00	
558.60.10.001 plan	1%	\$ 25.00	514.20.10.01.001	\$	250.00	
576.80.10.001	0%	\$ -	Total	\$	13,850.00	
534.80.10.401	40%	\$ 1,000.00				
531.10.10.415	33%	\$ 825.00				
514.20.10.001	5%	\$ 125.00				
542.30.10.101	0%	\$ -				
Total	100%	\$ 2,500.00				
Public Wks. Director						
558.50.10.001	20%	\$ 500.00				
558.60.10.001	15%	\$ 375.00				
576.80.10.001	13%	\$ 325.00				
542.30.10.101	12%	\$ 300.00				
534.80.10.401	25%	\$ 625.00				
531.10.10.415	19%	\$ 475.00				
Total	104%	\$ 2,600.00				
Utility Maint. II						
558.50.10.001	0%	\$ -				
576.80.10.001	55%	\$ 1,375.00				
542.30.10.101	10%	\$ 250.00				
534.80.10.401	10%	\$ 250.00	Vacation Buyout Estimate	\$ 2,500.00		
531.10.10.415	25%	\$ 625.00				
Total	100%	\$ 2,500.00				
Clerk/Treasurer						
514.20.10.001	65%	\$ 1,625.00				
534.80.10.401	13%	\$ 312.50				
514.20.10.001.1	10%	\$ 250.00				
531.10.10.415	13%	\$ 312.50				
Total	100%	\$ 2,500.00				
Utility Maint. I						
576.80.10.001	36%	\$ 450.00	Art Vacation Buyout Estimate	\$ 1,250.00		
542.30.10.101	10%	\$ 125.00				
534.80.10.401	33%	\$ 412.50				
531.10.10.415	20%	\$ 250.00				
558.50.10.001	1%	\$ 12.50				
	100%	\$ 1,250.00				

2026 Budget (does not include beginning and ending balances)				General Fund Revenue		Months Remaining: 3	CPI	1.07
BAR#	Name	Budgeted 2025	YTD	Estimate	2025 Estimate	2025 Adj Bldg		
111.10.00	Property taxes	\$ 200,000.00	\$ 134,434.05	\$ 44,811.52	\$ 179,246.07	\$ 200,000.00	Consider new construction and houses sold; taxes will be much lower if fewer houses sell in a year.	
111.11.00	Sales and Use	\$ 289,500.00	\$ 254,320.69	\$ 45,440.23	\$ 341,760.92	\$ 289,500.00	also remember about 20% of revenue gets transferred out to 301 so don't count	
111.71.00	Loc. Contr. Licet.	\$ 55,200.00	\$ 37,150.17	\$ 12,383.99	\$ 49,535.56	\$ 55,200.00	as revenue here since it won't stay in this fund.	
116.40.00	Water Utility Tax	\$ 17,000.00	\$ 25,487.88	\$ 8,495.99	\$ 13,983.97	\$ 17,000.00		
116.43.00	Gas Utility Tax	\$ 25,000.00	\$ 32,466.48	\$ 8,415.16	\$ 33,660.64	\$ 25,000.00		
116.45.00	Garbage Tax	\$ 24,500.00	\$ 18,791.16	\$ 6,263.72	\$ 25,054.88	\$ 24,500.00		
116.46.00	Cable Tax	\$ 5,000.00	\$ 6,444.61	\$ 2,148.20	\$ 8,592.81	\$ 5,000.00		
116.47.00	Telephone Tax	\$ 20,500.00	\$ 12,442.19	\$ 4,147.40	\$ 16,589.59	\$ 20,500.00		
116.48.00	Electricity Tax	\$ 136,200.00	\$ 118,679.06	\$ 39,559.69	\$ 158,238.75	\$ 136,200.00		
116.61.00	Full Tab Tax	\$ -	\$ -	\$ -	\$ -	\$ -	NOTE: building, planning, etc. funds will not have the revenue in 2026 that 2025 got from Fall view.	
121.91.00	Franchise Fees	\$ 14,100.00	\$ 8,996.49	\$ 2,998.83	\$ 26,095.32	\$ 14,100.00	Building/planning professional services will also not have the expenditures.	
121.99.00	Business Licenses	\$ 11,600.00	\$ 9,116.65	\$ 3,038.88	\$ 12,155.53	\$ 11,600.00		
122.10.00	Blng Permits	\$ 1,000.00	\$ 28,769.42	\$ 1,388.81	\$ 38,319.23	\$ 9,000.00		
122.10.00.01	Fence Permits	\$ 50.00	\$ 720.00	\$ 240.00	\$ 960.00	\$ 50.00	Note: big budget needed in 2027 for water camp plan. 401 or 403?	
122.10.00.02	Plumbing	\$ 700.00	\$ 1,693.20	\$ 511.79	\$ 2,266.99	\$ 600.00		
122.10.00.03	Mechanical Permit	\$ 700.00	\$ 2,032.35	\$ 677.45	\$ 2,709.80	\$ 700.00		
122.10.00.04	Blng Code Fee	\$ 200.00	\$ 254.00	\$ 85.33	\$ 341.33	\$ 200.00		
122.10.00.05	Blng Misc.	\$ -	\$ -	\$ -	\$ -	\$ -		
122.30.00	Animal Licenses	\$ 1,120.00	\$ 475.00	\$ 158.33	\$ 633.33	\$ 1,120.00		
122.30.00.01	Impound Fees	\$ 700.00	\$ 400.00	\$ 133.33	\$ 533.33	\$ 700.00		
122.30.00.02	License Late Fees	\$ 100.00	\$ 50.00	\$ 16.67	\$ 66.67	\$ 100.00	Note: 2027 budget needs replacement of maintenance truck.	
122.30.00.03	Licenses, Feest, Chopped	\$ 500.00	\$ 155.00	\$ 178.33	\$ 713.33	\$ 500.00		
122.30.00.04	Kennel Expense	\$ -	\$ -	\$ -	\$ -	\$ -		
122.90.00	Other Permits	\$ -	\$ -	\$ -	\$ -	\$ -		
134.03.10	Dept. of Ecology	\$ -	\$ -	\$ -	\$ -	\$ -		
134.04.30	Dept. of Commerce	\$ -	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -		
135.04.01	FUD Privilege Tax	\$ 14,300.00	\$ 17,171.86	\$ 5,790.62	\$ -	\$ 14,300.00		
135.05.01	LE & C Trng. One Time Cost	\$ -	\$ -	\$ -	\$ -	\$ -		
135.00.98	City Assistance	\$ 48,150.00	\$ 25,643.56	\$ 8,547.85	\$ 34,191.41	\$ 48,150.00		
135.00.98.01	Loc. Commert.	\$ -	\$ -	\$ -	\$ -	\$ -		
136.06.21	CI Prog.	\$ 1,200.00	\$ 750.00	\$ 250.00	\$ 1,000.00	\$ 1,200.00		
136.06.25	Contract Svc.	\$ 6,300.00	\$ 4,047.46	\$ 1,346.15	\$ 5,296.61	\$ 6,300.00		
136.06.26	CI Spec. Prog.	\$ 3,800.00	\$ 2,414.75	\$ 804.92	\$ 3,219.67	\$ 3,800.00		
136.06.41	Marijuana Enfortment	\$ -	\$ -	\$ -	\$ -	\$ -		
136.06.42	Marijuana Enfort.	\$ 21,500.00	\$ 9,009.35	\$ 3,003.12	\$ 12,012.47	\$ 21,500.00		
136.06.51	DUI Cities	\$ 280.00	\$ 159.86	\$ 53.29	\$ 213.15	\$ 280.00		
136.06.94	Liquor Fe. Tax	\$ 15,500.00	\$ 11,043.95	\$ 3,684.98	\$ 14,215.93	\$ 15,500.00		
136.06.95	Liquor Board Prof	\$ 17,400.00	\$ 8,610.90	\$ 2,870.30	\$ 11,481.20	\$ 17,400.00		
141.35.00	Cert. & Copy	\$ -	\$ -	\$ -	\$ -	\$ -		
142.40.00	Prot. Inspt. Fees	\$ 1,100.00	\$ 260.30	\$ 86.77	\$ 347.07	\$ 1,100.00		
143.70.00	Fin. Svcs.	\$ -	\$ -	\$ -	\$ -	\$ -		
145.81.00	Land Use Fees	\$ 200.00	\$ 23.50	\$ 7.83	\$ 31.33	\$ 200.00		
145.83.00	Plan Check Fees	\$ 11,000.00	\$ 16,397.66	\$ 5,466.89	\$ 21,863.55	\$ 11,000.00		
145.85.00	Admin Inspt. Fees	\$ 200.00	\$ 650.00	\$ 214.67	\$ 866.67	\$ 200.00		
145.86.00	SEPA Fees	\$ -	\$ -	\$ -	\$ -	\$ -		
153.10.00	Traffic Infractions	\$ 18,800.02	\$ 7,246.46	\$ 2,415.15	\$ 9,660.61	\$ 18,800.02		
153.70.00	Other Infractions	\$ -	\$ -	\$ -	\$ -	\$ -		
157.39.00	Court Recoup	\$ -	\$ -	\$ -	\$ -	\$ -		
159.90.00	Penalties on Tax	\$ -	\$ -	\$ -	\$ -	\$ -		
159.90.00.01	Penalties on Licet.	\$ -	\$ -	\$ -	\$ -	\$ -		
159.90.00.02	Fines & Penalties	\$ -	\$ -	\$ -	\$ -	\$ -		
161.10.00	Incident & Tax Int.	\$ -	\$ -	\$ -	\$ -	\$ -		
161.40.00	Loc. Sales Intrest	\$ 1,800.00	\$ 1,177.66	\$ 392.55	\$ 1,570.21	\$ 1,800.00		
167.10.00	Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -		
167.10.00.01	Training Grants	\$ -	\$ -	\$ -	\$ -	\$ -		
167.20.00	Planning Contr.	\$ -	\$ -	\$ -	\$ -	\$ -		
169.40.00	Judgements	\$ -	\$ -	\$ -	\$ -	\$ -		
169.80.00	Cashiers	\$ -	\$ -	\$ -	\$ -	\$ -		
169.91.00	Money/Misc.	\$ 2,000.00	\$ 2,406.16	\$ 802.05	\$ 3,008.21	\$ 2,000.00		
169.91.01	PBA Refunds	\$ -	\$ -	\$ -	\$ -	\$ -		
169.92.00	Trans. In/Recycling	\$ -	\$ -	\$ -	\$ -	\$ -		
169.92.10	Transfers In/Grants	\$ -	\$ -	\$ -	\$ -	\$ -		
169.93.02	Transfers In/Grants	\$ -	\$ -	\$ -	\$ -	\$ -		
169.10.00	Insurance Refunds	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals		\$ 1,003,000.02	\$ 825,213.43	\$ 275,071.14	\$ 1,051,222.69	\$ 1,003,000.02		
General Fund Expenditures								
111.10.10	Salaries, Council	\$ -	\$ -	\$ -	\$ -	\$ -		
111.10.20	Benefits, Council	\$ -	\$ -	\$ -	\$ -	\$ -		
111.20.10	Salaries, Council	\$ 6,000.00	\$ 4,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00		
111.20.20	Benefits, Council	\$ 460.00	\$ 344.25	\$ 114.75	\$ 489.00	\$ 460.00		
111.30.14	Chrl. Codification	\$ 2,000.00	\$ 1,800.15	\$ 600.05	\$ 2,400.20	\$ 2,000.00	Don't forget almost \$1,500 in annual fees	
111.40.43	Travel/Training	\$ -	\$ -	\$ -	\$ -	\$ -		
112.50.40	Emergency District Court	\$ -	\$ -	\$ -	\$ -	\$ -		
113.10.10	Salaries, Mayor	\$ 12,000.00	\$ 8,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00		
113.10.20	Benefits, Mayor	\$ 900.00	\$ 688.50	\$ 225.50	\$ 918.00	\$ 900.00		
113.10.32	Fuel, Mayor	\$ -	\$ -	\$ -	\$ -	\$ -		
113.10.43	Travel/Training	\$ -	\$ 246.63	\$ 82.21	\$ 328.84	\$ -		
114.20.10.01	Salaries, PBA	\$ 8,957.00	\$ 6,327.00	\$ 2,108.00	\$ 8,436.00	\$ 9,511.00	includes vacation buyout	
114.20.10	Salaries, Finance	\$ 62,068.00	\$ 43,823.25	\$ 14,607.75	\$ 58,431.00	\$ 65,830.00	includes vacation buyout	
114.20.20.00	Benefits, PBA	\$ 2,121.69	\$ 1,965.50	\$ 655.17	\$ 2,620.67	\$ 2,121.69	These should tie to the benefits tab	
114.20.20	Benefits, Finance	\$ 14,880.08	\$ 13,684.94	\$ 4,561.65	\$ 18,246.59	\$ 14,880.08	Health & 7% increase; dental 4.3% increase	
114.20.31	Operating Supps. Off	\$ 2,500.00	\$ 2,768.40	\$ 922.80	\$ 3,691.20	\$ 2,500.00	New vacuum cleaner! (across funds)	
114.20.32	Fuel, Financial	\$ -	\$ -	\$ -	\$ -	\$ -		
114.20.41	Proff. Svcs. General	\$ 30,000.00	\$ 14,087.00	\$ 4,699.67	\$ 18,762.67	\$ 30,000.00	3960. computers	
114.20.42	Communications	\$ 3,200.00	\$ 2,738.83	\$ 748.28	\$ 2,986.11	\$ 3,200.00		
114.20.43	Travel/Training	\$ -	\$ 140.00	\$ 46.67	\$ 186.67	\$ -		
114.20.44	Advertising, General	\$ 220.00	\$ 48.16	\$ 16.05	\$ 64.21	\$ 220.00		
114.20.45	Fin. Record Svcs.	\$ -	\$ -	\$ -	\$ -	\$ -		
114.20.46	Liability Insurance	\$ 39,900.00	\$ 39,868.40	\$ 13,289.47	\$ 53,157.87	\$ 45,200.00	2026 109,821 across all funds amend this rate with new allocations	
114.20.47	Utilities	\$ 6,900.00	\$ 7,483.22	\$ 2,494.12	\$ 9,976.41	\$ 6,900.00		
114.20.48	Repairs & Maintenance	\$ 200.00	\$ 11.47	\$ 3.82	\$ 15.29	\$ 200.00	10,650. city hall	
114.20.48.01	Repairs, City Hall	\$ -	\$ -	\$ -	\$ -	\$ -		
114.20.49	Dues, Fees	\$ 1,500.00	\$ 794.94	\$ 264.98	\$ 1,059.92	\$ 1,500.00	AWC 1,463.	
114.20.49.01	Misc. Refunds	\$ -	\$ -	\$ -	\$ -	\$ -		
114.20.49.40	Voter Registration	\$ 2,700.00	\$ 3,117.49	\$ 1,039.16	\$ 4,156.65	\$ 2,700.00		
115.35.40	Legal Svcs., Internal	\$ -	\$ -	\$ -	\$ -	\$ -		
115.41.40	Legal Svcs., External	\$ 2,000.00	\$ 1,798.00	\$ 599.33	\$ 2,397.33	\$ 2,000.00		
115.45.40	Prosecution	\$ -	\$ -	\$ -	\$ -	\$ -		
115.51.40	Indigent Defense	\$ -	\$ -	\$ -	\$ -	\$ -		
115.90.49	Dues, Fees	\$ -	\$ -	\$ -	\$ -	\$ -		
121.10.10	Salaries, Law Enf.	\$ 7,694.00	\$ 5,395.50	\$ 1,798.50	\$ 7,194.00	\$ 8,021.00	includes vacation buyout	Myers SS estimate
121.10.11	LEOFF do not use	\$ -	\$ -	\$ -	\$ -	\$ -		Myers health
121.10.19	LEOFF do not use	\$ -	\$ -	\$ -	\$ -	\$ -		Denise
121.10.20	Benefits, LEOFF/Law Enf.	\$ 14,500.00	\$ 11,526.15	\$ 3,842.05	\$ 15,368.20	\$ 14,500.00	This is now both Denise and Charles Myers	Total
121.10.21	Benefits, Law Enf.	\$ -	\$ -	\$ -	\$ -	\$ -		
121.10.29.01	Retiree Benefits	\$ -	\$ -	\$ -	\$ -	\$ -		
121.10.29	Pension Account	\$ -	\$ -	\$ -	\$ -	\$ -		
121.20.31	Office Supp. Law Enf.	\$ -	\$ 8,577.61	\$ 2,859.20	\$ -	\$ -		
121.20.42	Communications	\$ -	\$ -	\$ -	\$ -	\$ -		
121.20.48	Repairs, Maint.	\$ -	\$ -	\$ -	\$ -	\$ -		
121.20.49	Sheriff Contract	\$ 525,000.00	\$ 390,014.83	\$ 130,004.94	\$ 520,019.77	\$ 525,000.00		
121.20.42	Drug Task Force	\$ -	\$ 430.00	\$ -	\$ 430.00	\$ -		
123.60.40	Detention & Corrections	\$ 20,000.00	\$ 17,371.05	\$ 5,790.35	\$ 23,161.40	\$ 20,000.00		
125.60.31	Emergency Op. Supp	\$ -	\$ 483.19	\$ 161.06	\$ -	\$ -		
125.60.40	SEM	\$ 2,500.00	\$ 2,494.50	\$ 831.50	\$ 3,326.00	\$ 2,500.00	Potential 33% minimum increase	
125.60.42	800 Mghis	\$ -	\$ -	\$ -	\$ -	\$ -		
125.70.40	Air Pollution	\$ 1,690.00	\$ 1,684.00	\$ 563.33	\$ 2,246.33	\$ 1,690.00	2025 51694	
134.30.10	Salaries, Animal Ctr	\$ 3,847.00	\$ 2,398.00	\$ 799.33	\$ 3,197.33	\$ 3,847.00	includes vacation buyout	
134.30.15	Overtime, Animal	\$ -	\$ -	\$ -	\$ -	\$ -		
134.30.20	Benefits, Animal	\$ 1,024.11	\$ 909.69	\$ 303.23	\$ 1,212.92	\$ 1,024.11	should tie to benefits tab	
134.30.31	Op. Supp. Animal	\$ 200.00	\$ 151.59	\$ 50.53	\$ 202.12	\$ 200.00		
134.30.35	Small tools, Equip	\$ -	\$ -	\$ -	\$ -	\$ -		
134.30.41	Prof Svcs Animal	\$ 1,500.00	\$ 335.00	\$ 111.67	\$ 446.67	\$ 1,500.00		
134.30.42	Communications	\$ -	\$ -	\$ -	\$ -	\$ -		
134.30.43	Training	\$ -	\$ -	\$ -	\$ -	\$ -		
134.30.47	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -		
134.30.49	Soc Co. Veterans	\$ -	\$ -	\$ -	\$ -	\$ -		
137.30.51	Soc Co. Veterans	\$ 21,400.00	\$ 15,536.40	\$ 6,588.50	\$ 26,935.20	\$ 33,892.00	includes vacation buyout	
158.50.15	Overtime, Building	\$ -	\$ -	\$ -	\$ -	\$ -		
158.50.20	Benefits, Building	\$ 8,837.11	\$ 6,491.72	\$ 2,163.53	\$ 8,655.25	\$ 8,837.11	should tie to benefits tab	
158.50.31	Op Supp Building	\$ 1,000.00	\$ 1,143.78	\$ 381.25	\$ 1,525.04	\$ 1,000.00		
158.50.32	Fuel, Building	\$ -	\$ -	\$ -	\$ -	\$ -		
158.50.34	Books, Publishing	\$ -	\$ -	\$ -	\$ -	\$ -		
158.50.41	Prof Svcs Building	\$ 3,200.00	\$ 4,892.75	\$ 1,630.92	\$ 6,523.67	\$ 3,200.00		
158.50.42	Communications	\$ -	\$ -	\$ -	\$ -	\$ -		
158.5								

2026 Budget		Street Fund		Months Remaining:			3	CPI	1.07
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt		
101	322.40.00	Street Use Permit	\$ -	\$ -	\$ -	\$ -			
	336.00.71	Multimodal Tax	\$ 2,500.00	\$ 1,462.32	\$ 487.44	\$ 1,949.76	\$ 2,500.00		
	336.00.87	Fuel Tax	\$ 40,300.00	\$ 25,724.74	\$ 8,574.91	\$ 34,299.65	\$ 40,300.00		
	345.85.01	Park Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -		
	345.85.02	Street Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -		
	361.10.00	Invstmnt & Tax Int	\$ -	\$ -	\$ -	\$ -	\$ -		
	369.90.01	Misc. Rev. Streets	\$ -	\$ -	\$ -	\$ -	\$ -		
	398.10.00	Ins. Reimbursmnt	\$ -	\$ -	\$ -	\$ -	\$ -		
	397.01.10	Trnsfer In Equip	\$ -	\$ -	\$ -	\$ -	\$ -		
	397.01.11	Trnsfer In Gen Fnd	\$ 37,000.00	\$ 37,000.00	\$ 12,333.33	\$ -	\$ 37,000.00		
	397.04.15	Trnsfer In Strmwtr	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals			\$ 79,800.00	\$ 64,187.06	\$ 21,395.69	\$ 36,249.41	\$ 79,800.00		
	542.30.10	Salaries, Streets	\$ 24,969.00	\$ 17,050.13	\$ 5,683.38	\$ 22,733.51	\$ 25,291.00	includes vacation buyout	
	542.30.15	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -		
	542.30.20	Benefits, Streets	\$ 7,663.34	\$ 6,795.43	\$ 2,265.14	\$ 9,060.57	\$ 7,663.34	should tie to benefits tab	
	542.30.31	Op Supp Streets	\$ 2,100.00	\$ 2,453.46	\$ 817.82	\$ 3,271.28	\$ 2,100.00		
	542.30.32	Fuel Streets	\$ 2,167.66	\$ 915.81	\$ 305.27	\$ 1,221.08	\$ 2,167.66		
	542.30.35	Small Tools, Equip	\$ 500.00	\$ 555.80	\$ 185.27	\$ 741.07	\$ 500.00	450. weed eaters, 300. cargo rack	
	542.30.36	Vehcl Op Supp	\$ -	\$ -	\$ -	\$ -	\$ -		
	542.30.41	Prof Svcs/Gen. Ins.	\$ 18,500.00	\$ 9,918.86	\$ 3,306.29	\$ 13,225.15	\$ 18,500.00	don't forget audit, insurance, AWC will be 5500. depending on new allocations for 2026, DOC crew, 90. computers	
	542.30.42	Communications	\$ 700.00	\$ 388.27	\$ 129.42	\$ 517.69	\$ 700.00	audit rates increasing by ?, BIAS ?,	
	542.30.43	Travel, Training	\$ -	\$ -	\$ -	\$ -	\$ -	AWC membership ? across funds	
	542.30.45	Op Rent, Leases	\$ -	\$ -	\$ -	\$ -	\$ -		
	542.30.47	Utilities	\$ 700.00	\$ 405.59	\$ 135.20		\$ 700.00		
	542.30.48	Repairs, Maint	\$ 2,000.00	\$ 1,744.73	\$ 581.58	\$ 2,326.31	\$ 2,000.00	\$1000 for lift rental, 7,100 city hall	
	542.30.49	Misc Refunds	\$ -	\$ -	\$ -	\$ -	\$ -		
	542.63.47	Street Lights	\$ 18,500.00	\$ 13,656.13	\$ 4,552.04	\$ 18,208.17	\$ 18,500.00		
	542.64.31	Traffic Op Supp	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00		
	542.64.41	Traffic Striping	\$ -	\$ 3,395.15	\$ 1,131.72	\$ -	\$ -	3,200 thermal	
	591.18.70	Leases	\$ -	\$ 122.58	\$ 40.86	\$ 163.44	\$ -		
Totals			\$ 79,800.00	\$ 57,401.94	\$ 19,133.98	\$ 71,468.27	\$ 80,122.00		
Difference	\$ (322.00)								

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	Bdgt Diff	2025 Estimate	
	103 345.85.00	Park Impct Fee	\$ 7,748.00	\$ 24,212.50	\$ 8,070.83	\$ (16,464.50)	\$ 7,748.00	
Totals			\$ 7,748.00	\$ 24,212.50	\$ 8,070.83	\$ (16,464.50)	\$ 7,748.00	
	594.76.64	Park Equip	\$ 30,000.00	\$ 25,726.22	\$ 8,575.41	\$ 4,273.78	\$ 30,000.00	4440.00 benches, 75,000 skate park, 3,200 Mooring parking
Totals			\$ 30,000.00	\$ 25,726.22	\$ 8,575.41	\$ 4,273.78	\$ 30,000.00	

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	Bdgt Diff	2025 Estimate
	104 345.85.00	Street Impact	\$ 3,000.00	\$ 18,750.00	\$ 6,250.00	\$ (15,750.00)	\$ 3,000.00
Totals			\$ 3,000.00	\$ 18,750.00	\$ 6,250.00	\$ (15,750.00)	\$ 3,000.00
	595.30.63	St & Sidewlk	\$ 55,000.00	\$ 20,411.56	\$ 6,803.85	\$ 34,588.44	\$ 55,000.00
Totals			\$ 55,000.00	\$ 20,411.56	\$ 6,803.85	\$ 34,588.44	\$ 55,000.00

2026 Budget		Capital Projects Fund				Months Remaining:		3
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
	301 318.34.00	Real Estate Tax	\$ -	\$ -	\$ -	\$ -	\$ -	
	318.35.00	Real Estate Tax	\$ 780,000.00	\$ 131,773.15	\$ 43,924.38	\$ 175,697.53	\$ 78,000.00	
Totals			\$ 780,000.00	\$ 131,773.15	\$ 43,924.38	\$ 175,697.53	\$ 78,000.00	
	542.30.31	St. Op. Suppl	\$ -	\$ -	\$ -	\$ -		
	594.76.63	Cap Exp	\$ 78,000.00	\$ 18,024.31	\$ 6,008.10	\$ 24,032.41	\$ 78,000.00	71,734 Skate Park, 18,000 playground installation
Totals			\$ 78,000.00	\$ 18,024.31	\$ 6,008.10	\$ 24,032.41	\$ 78,000.00	
Difference	\$ -							

2026 Budget		Water Fund		Months Remaining:		3		CPI		1.07	
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt				
401	343.40.00	Water Rcpts	\$ 550,000.00	\$ 373,947.73	\$ 124,649.24	\$ 498,596.97	\$ 550,000.00	How much will new homes raise this? This was higher than normal in 2024 because of contract revenue			
	343.40.00.01	Wtr Svc Connection	\$ 200.00	\$ 4,467.96	\$ 1,489.32	\$ 5,957.28	\$ 200.00				
	343.40.00.02	New Accounts	\$ 2,000.00	\$ 1,388.92	\$ 462.97	\$ 1,851.89	\$ 2,000.00				
	343.40.00.03	Contracts Revenue	\$ 40,700.00	\$ 39,661.26	\$ -	\$ -	\$ 40,700.00	New BARS code is this accurate for contract revenue?			
	359.90.00	Late Fees	\$ 7,000.00	\$ 6,888.47	\$ 2,296.16	\$ 9,184.63	\$ 7,000.00				
	359.91.00	NSF, Lien, Shut off	\$ -	\$ -	\$ -	\$ -					
	361.40.00	Interfund Interest	\$ -	\$ -	\$ -	\$ -					
	368.50.00	Assessment Rev	\$ -	\$ -	\$ -	\$ -					
	389.10.00	Refunds/Reimb	\$ -	\$ -	\$ -	\$ -					
Totals			\$ 599,900.00	\$ 426,354.34	\$ 128,897.69	\$ 515,590.77	\$ 599,900.00				
	534.80.10	Salaries, Water	\$ 187,382.00	\$ 133,500.13	\$ 44,500.04	\$ 178,000.17	\$ 197,431.00				
	534.80.15	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -				
	534.80.20	Benefits, Water	\$ 55,057.69	\$ 48,061.97	\$ 16,020.66	\$ 64,082.63	\$ 55,057.69				
	534.80.31	Operating Supp	\$ 20,000.00	\$ 60,578.32	\$ 20,192.77	\$ 80,771.09	\$ 20,000.00				
	534.80.32	Fuel, Water	\$ 5,500.00	\$ 4,723.92	\$ 1,574.64	\$ 6,298.56	\$ 5,500.00				
	534.80.35	Small Tools, Equip	\$ 5,000.00	\$ 2,759.10	\$ 919.70	\$ 3,678.80	\$ 5,000.00	450. weed eaters, 300. cargo rack			
	534.80.36	Veh. Op. Supplies	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	Do we need this?			
	534.80.37	Op. Supp, Gen. Wtr	\$ 4,200.00	\$ 2,893.94	\$ 964.65	\$ 3,858.59	\$ 4,200.00				
	534.80.40	Doh Operating Permit	\$ 1,800.00	\$ 1,329.85	\$ 443.28	\$ 1,773.13	\$ 1,800.00				
	534.80.41	Excise Tax To State	\$ 30,000.00	\$ 19,683.88	\$ 6,561.29	\$ 26,245.17	\$ 30,000.00				
	534.80.41	Prof Services	\$ 99,600.00	\$ 13,947.93	\$ 4,649.31	\$ 18,597.24	\$ 99,600.00	3150. computers			
	534.80.42	Communications	\$ 9,000.00	\$ 6,573.78	\$ 2,191.26	\$ 8,765.04	\$ 9,000.00				
	534.80.43	Travel/Training	\$ 2,800.00	\$ 1,359.86	\$ 453.29	\$ 1,813.15	\$ 2,800.00				
	534.80.44	Advertising/Legal	\$ -	\$ -	\$ -	\$ -	\$ -				
	534.80.45	Comp. SCADA	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	Back in 2022 there was a \$3000 charge here; nothing since; think this is for software, probably rolled into another account			
	534.80.45.01	Op. Rentals, Leases	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	Hasn't been expenses here since before 2019			
	534.80.46	Liability Insurance	\$ 36,001.00	\$ 35,978.80	\$ 11,992.93		\$ 40,900.00	2026 rate but amend with new allocations			
	534.80.47	Utilities	\$ 32,200.00	\$ 19,274.81	\$ 6,424.94	\$ 25,699.75	\$ 32,200.00				
	534.80.48	Repairs & Maint	\$ 99,459.31	\$ 62,899.82	\$ 20,966.61	\$ 83,866.43	\$ 99,459.31	8,875 city hall, 1675 40ft lift, 3,100 valve service			
	534.80.49	Misc. Refunds	\$ -	\$ -	\$ -	\$ -	\$ -				
	534.80.49.01	Wtr. Utlities, Other	\$ 1,000.00	\$ 429.31	\$ 143.10	\$ 572.41	\$ 1,000.00				
	534.80.49.02	Water Testing	\$ 1,350.00	\$ 1,041.00	\$ 347.00	\$ 1,388.00	\$ 1,350.00	any big water tests in 2026?			
	534.80.49.03	Water lien Filing	\$ 150.00	\$ 36.00	\$ 12.00	\$ 48.00	\$ 150.00				
	534.80.49.04	Dues, Fees	\$ 8,400.00	\$ 2,992.39	\$ 997.46	\$ 3,989.85	\$ 8,400.00				
	591.31.70	Leases		\$ 974.20	\$ 324.73	\$ 1,298.93	\$ -				
Totals			\$ 599,900.00	\$ 419,039.01	\$ 139,679.67	\$ 517,746.95	\$ 614,848.00				
Difference	\$ (14,948.00)										

2020 2026 Budget		Water Capital Improvements Fund				Months Remaining:		3
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
403	343.40.00	Availability lttr	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	
	345.81.00	Cap Impact Fee	\$ 5,000.00	\$ 49,608.00			\$ 5,000.00	
	379.10.00	Cap Impr Fee	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	
	361.10.00	Interest	\$ 9,000.00	\$ 5,363.31	\$ 1,787.77	\$ 7,151.08	\$ 9,000.00	
	368.50.00	Assmnt Rev	\$ 600,400.00	\$ 431,275.07	\$ 143,758.36	\$ 575,033.43	\$ 600,400.00	
	397.00.00	Transfer in	\$ -	\$ -	\$ -	\$ -	\$ -	
	398.10.00	Insurance Reimb	\$ -	\$ -	\$ -	\$ -	\$ -	
	308.31.00	Beginning balance	\$ -			\$ -	\$ -	
Totals			\$ 617,500.00	\$ 486,246.38	\$ 145,546.13	\$ 582,184.51	\$ 617,500.00	
	534.80.41.1	Major Mntnce prjcts	\$ -	\$ -	\$ -	\$ -	\$ -	
	534.80.41.2	Prof. Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	
	594.34.63	Capital Projects	\$ 543,500.00	\$ 737,218.73	\$ 105,437.61	\$ 842,656.34	\$ 543,500.00	Will need to include retainage from Orchard, 18,000 chlorine sensors, 28,500 SCADA controls, 2,376 meters
	597.04.09	Transfer out USDA	\$ 74,000.00	\$ 73,359.64	\$ 73,359.64	\$ 74,000.00	\$ 74,000.00	
Totals			\$ 617,500.00	\$ 810,578.37	\$ 178,797.25	\$ 916,656.34	\$ 617,500.00	
Difference	\$ -							

2026 Budget		Water Debt Service Fund				Months Remaining:		3
Fund	BARS	Name	Budget, 2025	YTD	Estimate	2024 Estimate	2024 Adj Bdgt	
	407 397.04.01	Transfer In/Water	\$ -	\$ -	\$ -		\$ -	
	397.04.09	Transfer In/USDA	\$ 74,000.00	\$ 73,359.64	\$ 24,453.21		\$ 74,000.00	
Totals			\$ 74,000.00	\$ 73,359.64			\$ 74,000.00	
	591.34.72	Debt Principal	\$ 59,800.00	\$ 59,540.12	\$ 19,846.71		\$ 59,800.00	
	592.34.83	Debt Interest	\$ 14,200.00	\$ 13,819.52	\$ 4,606.51		\$ 14,200.00	
Totals			\$ 74,000.00	\$ 73,359.64			\$ 74,000.00	
Difference		\$ -						

\$300,000 USDA pay-off amount for 2024.

2019 2026 Budget		Stormwater Fund		Months Remaining:		3	CPI	1.07
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
415	343.10.00	Sales & Receipts	\$ 160,000.00	\$ 104,009.52	\$ 34,669.84	\$ 138,679.36	\$ 160,000.00	
	359.90.00	Late Fees	\$ 2,500.00	\$ 1,301.10	\$ 433.70	\$ 1,734.80	\$ 2,500.00	
	359.91.00	NSF/Lien Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
	361.10.00	Interest	\$ -	\$ -	\$ -	\$ -	\$ -	
	369.90.00	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	
	389.10.00	Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals			\$ 162,500.00	\$ 105,310.62	\$ 35,103.54	\$ 140,414.16	\$ 162,500.00	
	531.10.10	Salaries	\$ 86,134.00	\$ 55,945.49	\$ 18,648.50	\$ 74,593.99	\$ 86,924.00	includes vacation buyout
	531.10.20	Benefits	\$ 23,450.31	\$ 20,252.82	\$ 6,750.94	\$ 27,003.76	\$ 23,450.31	
	531.10.31	Op. Supplies	\$ 5,000.00	\$ 5,170.29	\$ 1,723.43	\$ 6,893.72	\$ 5,000.00	
	531.10.32	Fuel	\$ 3,650.00	\$ 1,864.58	\$ 621.53	\$ 2,486.11	\$ 3,650.00	
	531.10.41	Prof. Svcs./Gen. Ins.	\$ 31,265.69	\$ 20,460.36	\$ 6,820.12	\$ 27,280.48	\$ 31,265.69	AWC Insurance 18,700. 2026 rate depending on new allocations, 1800. computers
	531.10.42	Communications	\$ 1,400.00	\$ 896.95	\$ 298.98	\$ 1,195.93	\$ 1,400.00	
	531.10.43	Training	\$ -	\$ -	\$ -	\$ -	\$ -	
	531.10.47	Utilities	\$ 1,600.00	\$ 1,175.66	\$ 391.89		\$ 1,600.00	
	531.10.48	Repairs, Maint	\$ 10,000.00	\$ 2,121.45	\$ 707.15	\$ 2,828.60	\$ 10,000.00	450. weed eaters, 300. cargo rack, 8,875 city hall
	591.31.70	Leases	\$ -	\$ 411.44	\$ 137.15		\$ -	
	594.31.63	Constr, Infrastr	\$ -	\$ -	\$ -		\$ -	
Totals			\$ 162,500.00	\$ 108,299.04	\$ 36,099.68	\$ 142,282.59	\$ 163,290.00	
Difference	\$	(790.00)						

Yearly Revenue Estimated			
Normal Rate	\$13.05		
Senior Rate	\$9.09		
Normal Units	907		
Senior Units From Bias	24	Annual	
		Revenue	
Billing units per month (from Bias)		931	
Current Rate		\$	144,654.12
Estimated New Rates (breakeven)	\$	163,290.00	13%
Normal	\$	14.73	estimated increase
Senior	\$	10.26	

2026 Budget		Agency Fund		Months Remaining:					3				
Fund	BARS	Name	Budgeted, 2025		YTD	Estimate	2025 Estimate	2025 Adj Bdgt					
633	386.10.00	State Share Violations	\$	19,000.00	\$	7,140.40	\$	2,380.13	\$	9,520.53	\$	19,000.00	
	398.10.00	Ins. Reimb	\$	-	\$	-	\$	-	\$	-	\$	-	
Totals			\$	19,000.00	\$	7,140.40	\$	2,380.13	\$	9,520.53	\$	19,000.00	
	586.10.00	Agency Share Violations	\$	19,000.00	\$	8,030.08	\$	2,676.69	\$	10,706.77	\$	19,000.00	
	589.99.00	Other non-exp.	\$	-	\$	-	\$	-	\$	-	\$	-	
Totals			\$	19,000.00	\$	8,030.08	\$	2,676.69	\$	10,706.77	\$	19,000.00	

Estimated Beginning Balances for 2025 Budget

Remember, estimated ending balance will be higher than it most likely will actually be as most funds won't have expenditures this high for the next two months

Fund	Beg Balance 2024	Rev as of 11/15	Estimated Rev	Total Est Rev	Exp as of 10/01	Estimated Exp	Total Est. Exp	Estimated Ending Balance 2024		
General 001	\$ 1,064,797.13	\$ 825,213.43	\$ 165,042.69	\$ 2,055,053.25	\$ 780,469.29	\$ 156,093.86	\$ 936,563.15	\$ 1,118,490.10	1	
Street 101	\$ 36,658.54	\$ 64,187.06	\$ 12,837.41	\$ 113,683.01	\$ 57,401.94	\$ 11,480.39	\$ 68,882.33	\$ 44,800.68	101	
Park Impact 103	\$ 24,711.44	\$ 24,212.50	\$ -	\$ 48,923.94	\$ 25,726.22	\$ -	\$ 7,570.97	\$ 41,352.97	103	
Street Impact 104	\$ 8,575.00	\$ 18,750.00	\$ -	\$ 27,325.00	\$ 20,411.56	\$ 1,855.60		\$ 27,325.00	104	
Cap Proj 301	\$ 628,225.38	\$ 131,773.15	\$ 26,354.63	\$ 786,353.16	\$ 18,024.31	\$ 3,604.86	\$ 21,629.17	\$ 764,723.99	301	
Grants 302	\$ (31,294.46)	\$ 27,888.37	\$ 50,000.00	\$ 46,593.91	\$ 69,570.02	\$ -	\$ 69,570.02	\$ (22,976.11)	302	
Water 401	\$ 708,630.78	\$ 426,354.34	\$ 85,270.87	\$ 1,220,255.99	\$ 419,039.01	\$ 83,807.80	\$ 502,846.81	\$ 717,409.18	401	
Water Cap Imp 403	\$ 966,091.78	\$ 486,246.38	\$ 97,249.28	\$ 1,549,587.44	\$ 810,578.37	\$ 162,115.67	\$ 972,694.04	\$ 576,893.39	403	
USDA Reserve 404	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64	404	
Emergency Res 405	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	405	
Water Debt 407	\$ 4,921.08	\$ 73,359.64	\$ -	\$ 78,280.72	\$ 73,359.64	\$ -	\$ 73,359.64	\$ 4,921.08	407	
Strm wtr 415	\$ 169,047.06	\$ 105,310.62	\$ 21,062.12	\$ 295,419.80	\$ 108,299.04	\$ 21,659.81	\$ 129,958.85	\$ 165,460.96	415	
Agency 633	\$ 1,771.71	\$ 7,140.40	\$ 1,428.08	\$ 10,340.19	\$ 8,030.08	\$ 1,606.02	\$ 9,636.10	\$ 704.09	633	

Estimated increase in fund balances

General 001	\$ 53,692.97
Street 101	\$ 8,142.14
Cap Proj 301	\$ 136,498.61
Grants 302	\$ 8,318.35
Water 401	\$ 8,778.40
Water Cap Imp 403	\$ (389,198.39)
USDA Reserve 404	\$ -
Emergency Res 405	\$ -
Water Debt 407	\$ 0.00
Stormwater 415	\$ (3,586.10)
Agency 633	\$ (1,067.62)

YTD For budget amendment use 'Budget Amendment Worksheet'

Fund	Beginning Balance	YTD Revenue	YTD Exp.	YTD Ending Balance	Beginning Balance spent/increased
1	\$ 1,064,797.13	\$ 825,213.43	\$ 780,469.29	\$ 1,109,541.27	\$ 44,744.14 Sheriff contract
101	\$ 36,658.54	\$ 64,187.06	\$ 57,401.94	\$ 43,443.66	\$ 6,785.12
103	\$ 24,711.44	\$ 24,212.50	\$ 25,726.22	\$ 23,197.72	\$ (1,513.72)
104	\$ 8,575.00	\$ 18,750.00	\$ -	\$ 27,325.00	\$ 18,750.00
301	\$ 628,225.38	\$ 131,773.15	\$ 18,024.31	\$ 741,974.22	\$ 113,748.84 street sweeper
302	\$ (31,294.46)	\$ 27,888.37	\$ 69,570.02	\$ (72,976.11)	\$ (41,681.65) should be getting \$50,000 from grant revenue before end of year
401	\$ 708,630.78	\$ 426,354.34	\$ 419,039.01	\$ 715,946.11	\$ 7,315.33
403	\$ 966,091.78	\$ 486,246.38	\$ 810,578.37	\$ 641,759.79	\$ (324,331.99)
404	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -
405	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -
407	\$ 4,921.08	\$ 73,359.64	\$ 73,359.64	\$ 4,921.08	\$ 0.00
415	\$ 169,047.06	\$ 105,310.62	\$ 108,299.04	\$ 166,058.64	\$ (2,988.42)
633	\$ 1,771.71	\$ 7,140.40	\$ 8,030.08	\$ 882.03	\$ (889.68) No issue; beginning balance should go down not up
YTD Totals	\$ 3,741,495.08	\$ 2,190,435.89	\$ 2,370,497.92	\$ 3,561,433.05	

2025 Budget

Fund Description	Estimated Beg. Bal.	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending Balance	Change from Beg. Balance
001 - General	\$ 1,118,490.10	\$ 1,003,000.02	\$ -	\$ 2,121,490.12	\$ 975,379.02	\$ 37,000.00	\$ 1,012,379.02	\$ 1,109,111.10	Decr.
101 - Street	\$ 44,800.68	\$ 42,800.00	\$ 37,000.00	\$ 124,600.68	\$ 80,122.00	\$ -	\$ 80,122.00	\$ 44,478.68	Decr.
103 - Park Impact	\$ 41,352.97	\$ 7,748.00	\$ -	\$ 49,100.97	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 19,100.97	Decr.
104 - Street Impact	\$ 27,325.00	\$ 3,000.00	\$ -	\$ 30,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$ (24,675.00)	Decr.
301 - Capital Projects	\$ 764,723.99	\$ 78,000.00	\$ -	\$ 842,723.99	\$ 78,000.00	\$ -	\$ 78,000.00	\$ 764,723.99	Same
302 - Grants	\$ (22,976.11)	\$ 354,650.00	\$ -	\$ 331,673.89	\$ 354,650.00	\$ -	\$ 354,650.00	\$ (22,976.11)	Same
401 - Water	\$ 717,409.18	\$ 599,900.00	\$ -	\$ 1,317,309.18	\$ 614,848.00	\$ -	\$ 614,848.00	\$ 702,461.18	Decr.
403 - Water Capital	\$ 576,893.39	\$ 617,500.00	\$ -	\$ 1,194,393.39	\$ 543,500.00	\$ 74,000.00	\$ 617,500.00	\$ 576,893.39	Same
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64	Same
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	Same
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 4,921.08	Same
415 - Stormwater	\$ 165,460.96	\$ 162,500.00	\$ -	\$ 327,960.96	\$ 163,290.00	\$ -	\$ 163,290.00	\$ 164,670.95	Decr.
633 - Agency	\$ 704.09	\$ 19,000.00	\$ -	\$ 19,704.09	\$ 19,000.00	\$ -	\$ 19,000.00	\$ 704.09	Same
Total Proposed 2024 Budget	\$ 3,598,464.97	\$ 2,888,098.02	\$ 111,000.00	\$ 6,597,562.99	\$ 2,987,789.02	\$ 111,000.00	\$ 3,098,789.02	\$ 3,498,773.97	

2025 Budget Ordinance #781 Attachment A

Fund Description	Estimated Ending							
	Estimated Beg. Bal	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Balance
001 - General	\$ 1,118,490.10	\$ 1,003,000.02	\$ -	\$ 2,121,490.12	\$ 975,379.02	\$ 37,000.00	\$ 1,012,379.02	\$ 1,109,111.10
101 - Street	\$ 44,800.68	\$ 42,800.00	\$ 37,000.00	\$ 124,600.68	\$ 80,122.00	\$ -	\$ 80,122.00	\$ 44,478.68
103 - Park Impact	\$ 41,352.97	\$ 7,748.00	\$ -	\$ 49,100.97	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 19,100.97
104 - Street Impact	\$ 27,325.00	\$ 3,000.00	\$ -	\$ 30,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$ (24,675.00)
301 - Capital Projects	\$ 764,723.99	\$ 78,000.00	\$ -	\$ 842,723.99	\$ 78,000.00	\$ -	\$ 78,000.00	\$ 764,723.99
302 - Grants	\$ (22,976.11)	\$ 354,650.00	\$ -	\$ 331,673.89	\$ 354,650.00	\$ -	\$ 354,650.00	\$ (22,976.11)
401 - Water	\$ 717,409.18	\$ 599,900.00	\$ -	\$ 1,317,309.18	\$ 614,848.00	\$ -	\$ 614,848.00	\$ 702,461.18
403 - Water Capital	\$ 576,893.39	\$ 617,500.00	\$ -	\$ 1,194,393.39	\$ 543,500.00	\$ 74,000.00	\$ 617,500.00	\$ 576,893.39
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 4,921.08
415 - Stormwater	\$ 165,460.96	\$ 162,500.00	\$ -	\$ 327,960.96	\$ 163,290.00	\$ -	\$ 163,290.00	\$ 164,670.95
633 - Agency	\$ 704.09	\$ 19,000.00	\$ -	\$ 19,704.09	\$ 19,000.00	\$ -	\$ 19,000.00	\$ 704.09
Total Proposed 2025 Budget	\$ 3,598,464.97	\$ 2,888,098.02	\$ 111,000.00	\$ 6,597,562.99	\$ 2,987,789.02	\$ 111,000.00	\$ 3,098,789.02	\$ 3,498,773.97

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #786**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLE 12, RELATING TO STREETS, SIDEWALKS, AND PUBLIC
PLACES AND TREE MANAGEMENT**

WHEREAS, the City of Gold Bar recognizes that trees are a valuable community asset that contribute to the environmental, economic, and social well-being of its residents; and

WHEREAS, the *Gold Bar Comprehensive Plan* states that “the primary vision of the City of Gold Bar is to retain the rural character of the surrounding area” and that “the community highly values the environmental, historical, and scenic attributes of the city and surrounding area. The vision for Gold Bar includes protecting and enhancing these assets, and working to make them more accessible”; and

WHEREAS, trees provide numerous benefits, including improved air quality, stormwater management, erosion control, mitigating the urban heat island effect, carbon sequestration, energy conservation, increased property values, and enhanced community character; and

WHEREAS, the City Council passed Ordinance No. 778 on June 18, 2024 establishing the Tree Board with stated duties of the Tree Board to include assisting with the annual application to obtain or renew the *Tree City USA* designation through the Arbor Day Foundation; and

WHEREAS, the Arbor Day Foundation’s *Tree City USA* program encourages municipalities to establish and maintain sound urban forestry practices; and

WHEREAS, one of the core requirements of achieving and maintaining *Tree City USA* designation is the adoption of a tree care ordinance that provides clear guidance for the planting, maintenance, and protection of public trees; and

WHEREAS, adopting public tree management regulations will further the goals and policies of the *Gold Bar Comprehensive Plan*, support community-wide environmental stewardship, and ensure the preservation and health of the City’s urban forest for future generations; and

WHEREAS, the City Council finds it is in the best interest of public health, safety, and welfare to adopt a public tree management ordinance as part of its efforts to achieve *Tree City USA* recognition;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 12, Streets, Sidewalks, and Public Places shall be amended to create a new Tree Management chapter as follows.

Section I, Title 12.08.010 – Purpose

Section II, Title 12.08.020 – Definitions

Section III, Title 12.08.030 – Authority and Power

Section IV, Title 12.08.040 – Tree Planting and Care Standards

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

Section VII, Title 12.08.070 – Violations and Penalties

Section VIII, Severability

Section IX, Effective Date

Section I, Title 12.08.010 – Purpose

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, to ensure proper planting and care of trees on public property, and to protect, preserve and promote the growth of trees within the city. The city council herein ~~delegates~~ defines the authority and responsibility for managing public trees and establishes practices governing the planting and care of trees on public property with the short-term goal of no net loss of forest canopy cover on city-owned public lands and right-of-way and the long-term goal of a measurable gain.

Section II, Title 12.08.020 – Definitions

As used in this chapter, the following words and phrases shall have the meanings indicated:

"Damage" means any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

"DBH" or "DSH" is an acronym for tree diameter at breast height (or standard height) which means the diameter of existing trees measured four and one-half feet above the ground line on the high side of the tree. For the purposes of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump adjusted to DBH using published tables or regression curves.

"Invasive species" means a species listed as a weed of concern in Washington Administrative Code (WAC) Chapter 16-750 ~~WAC~~, Revised Code of Washington (RCW) Chapter 17.10 ~~RCW~~, or by Snohomish County in its noxious weed list.

"Nuisance" means any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

"Public right-of-way" means the area along a public street between the private property line and the curb and/or sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

"Public property" means all grounds and rights-of-way (ROWs) owned or maintained by the city.

"Public tree" means any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

"Significant tree" means any tree (using current Urban Forestry Standard) that is six inches diameter at breast height (DBH) or more.

"Top" or "topping" means the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section III, Title 12.08.030 – Authority and Power

A. Delegation of Authority and Responsibility. The Public Works Director and/or their designee, " , shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants

growing in or upon all municipal streets, rights-of- ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, cable, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease, or is a safety hazard.

B. Tree Board. The Public Works Director shall work with and consider all recommendations of the Tree Board.

C. Consultant. The public works director will contract with the International Society of Arboriculture (ISA) certified arborists for recommendations on tree health, pruning and removal, as needed. An ISA certified arborist will be consulted prior to the removal of any significant public tree.

D. Interference. No person shall hinder, prevent, delay, or interfere with the public works director or their agents while engaged in carrying out the execution or enforcement of this ordinance.

Section IV, Title 12.08.040 – Tree Planting and Care Standards

A. Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care best management practices (BMPs) published by the International Society of Arboriculture.

B. Removal. Any tree removed from a parcel or transplanted offsite must be replaced according to best practices in Title 12.08.040 section (A).

C. Requirements of Franchise Utility Companies. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards. Proper selection and placement of trees in and around overhead utilities can eliminate potential public safety hazards, reduce expenses for utilities and their customers, and improve landscape appearance.

D. Preferred Species List. The Public Works Director shall maintain an official list of desirable tree species for planting on public property. Trees from this approved list may be planted without special permission; other species may be planted with approval from the Public Works Director.

E. Invasive Species. Removal of invasive woody plants are encouraged. These invasive plants can quickly colonize an area, reducing the health and vitality of non- invasive plants.

F. Planting Distances. The Public Works Director shall develop a set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten feet of a fire hydrant.

G. Planting Trees Under Electric Utility Lines. Only trees listed on the official city tree species list with a mature height of twenty feet or less may be planted under or within fifteen lateral feet of any overhead utility wire.

H. Significant Trees. Every effort should be made to preserve and maintain significant trees unless their removal is in the public interest. If a significant tree is removed, there will be a 3:1 replacement whereby three trees will be planted as replacement. The replacement trees will be planted on the same property, if possible. Planting will occur in the landscape season.

I. Education. The city shall aspire to annually celebrate Arbor Day. Resources on proper tree care and maintenance shall be made available to the community.

J. Utility Locates. All stump removals or digging for tree plantings shall require underground utility locations prior to any action.

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

A. It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the public works director.

B. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.

C. It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Public Works Director.

D. Any person, firm, corporation, construction company, owner of a private residence, or city ~~department~~ employee performing construction near any public tree(s) shall consult with the Public Works Director and shall employ appropriate measures to protect the tree(s), according to procedures contained in the best management practices (BMPs) for "Managing Trees During Construction" published by the International Society of Arboriculture. An ISA certified arborist will be consulted for a tree preservation plan, as needed.

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

A. The owner of land adjacent to any city street or highway, when acting within the provisions of this ordinance, may plant and maintain trees in the adjacent public right of way area.

B. No property owner shall allow a tree, or other plant growing on his or her property, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

C. No property owner shall allow a tree, or other plant, planted or maintained by the property owner within the adjacent public right of way area, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

Section VII, Title 12.08.070 – Violations and Penalties

Any person, firm or corporation violating any provision of this ordinance shall be subject to GBMC 1.10 Code Enforcement.

Any person negligently damaging or deforming a city tree shall be liable to the city for the cost of replacement trees, including the cost of nursery stock as close in size to the damaged or deformed tree(s) as is feasible and the city's costs for soil preparation, planting and actual or estimated costs of establishment. Damaged trees greater than six inches at DBH shall be replaced at a ratio of two new trees

per one damaged tree, while all trees less than six inches at DBH shall be replaced at a ratio of one new tree per damaged tree.

Section VIII, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IX, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, September 16, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, and Martin. Councilmembers Russell and Sears attended via Zoom. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Russell moved to adopt the agenda and Councilmember Sears seconded the motion. Mayor Yarbrough explained the agenda had been amended and the motion died for lack of vote. Councilmember Russell then moved to adopt the agenda as amended and with a second by Councilmember Craig, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough said the Tree Board met to review samples of tree ordinances and that BARS codes had been changed to more easily track Tree Board expenses. Councilmember Lie asked if trees on private property would be regulated, which they would not. Mayor Yarbrough then talked about the need for an interlocal between the city and the Snohomish County Conservation District and there was brief discussion. Councilmember Lie then asked for an update on the opioid treatment van, but Mayor Yarbrough had none.

STAFF REPORT

Chief Whalen said Deputy Mayhall will be temporarily filling in for another deputy. He reviewed recent calls and city code violations. Councilmember Russell said he had noticed on social media that people were having windshields broken out. Chief Whalen said a suspect had been identified.

Director Norris said the Orchard Avenue project came in \$50,000 under bid but the city will still have to do a budget amendment. He updated the council on the overlay project, speed tables, and adjustments made to speed radar signs. He also said the city had hired a new employee who was local. Councilmember Lie talked about the state of fences on Stickney Mountain Place and asked if they were city responsibility, which they are. Councilmember Lie then asked about a bill to Snohomish County, which was for hauling away the RV abandoned on the highway. Councilmember Russell asked if a comparison could be made on speeds before and after the speed bumps are done, which Director Norris will be doing. Councilmember Lie then asked for an update on Well 4. The new pump is installed and electrical work will be done this week.

Clerk Stowe apologized for the confusion around the agenda.

Office Manager Beaston sent out a year-to-date report on code enforcement.

COUNCIL COMMENTS

Councilmember Lie thanked resident Phil Peksanli for his comments at the previous meeting regarding electric vehicles inside buildings and said the city was welcome to ban them. He reviewed municipal code relating to fruit trees and could not find any code that banned them but felt the Tree Board should address the issue. He reviewed the agenda for the upcoming Snohomish County Tomorrow meeting. He gave his ATV update, and asked Mayor Yarbrough for the status of the upcoming train simulation. Mayor Yarbrough said the Department of Emergency Management (DEM) is working on details. Councilmember Lie then thanked Office Manager Beaston for her report and said it helps him understand what happens at city hall.

Councilmember Martin talked about the current red flag warning for fire danger. She also said there is an upcoming recreation coalition meeting in October.

Councilmember Russell thanked Office Manager Beaston for her report. He then talked about ongoing fires, their risk, and their speed.

Councilmember Craig talked about legislative updates regarding the potential to allow longer trucks, reviewed statistics, and asked the council if they were interested in sending letters. She will be attending a forum put on by the Association of Washington Cities in October.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Ordinance #785, Amending Title 12. After discussion, Councilmember Sears moved to accept Ordinance #785 for a second reading and adoption, and with a second by Councilmember Martin, the motion carried.

NEW BUSINESS - none

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie returned to Councilmember Craig's comments on trucks. He moved to add this to the agenda and with a second by Councilmember Russell, the motion carried.

The council then discussed the sample letters against allowing larger trucks on the highway. Councilmember Lie moved to approve the mayor signing the sample letters if it was clear all the councilmembers approved rather than some rogue mayor, and with a second by Councilmember Sears the motion carried.

Councilmember Martin said the Heidelberg company will host an open house on the 27th to discuss increasing production and starting hard rock mining.

Councilmember Russell also talked about the Heidelberg proposal.

MINUTES APPROVAL

Councilmember Russell moved to approve the September 2nd, 2025, minutes as presented and with a second by Councilmember Sears, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38653 through 38678 with \$156,993.75 for claims and \$1,000.00 for payroll and taxes, for a grand total of \$157,993.75 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Russell moved to adjourn the meeting and with a second by Councilmember Sears, the motion carried, and the meeting was adjourned at 7:35 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 14:33:59 Date: 10/01/2025

09/17/2025 To: 10/07/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1759	09/30/2025	Payroll	7	38679	Richard L Baker	4,539.04	
1760	09/30/2025	Payroll	7	38680	Denise J Beaston	3,443.85	
1761	09/30/2025	Payroll	7	38681	Krystal Craig	6.11	
1762	09/30/2025	Payroll	7	38682	Lance Hunt	3,399.69	
1763	09/30/2025	Payroll	7	38683	Anthony Johnson	1,056.22	
1764	09/30/2025	Payroll	7	38684	Chuck Lie	91.11	
1765	09/30/2025	Payroll	7	38685	Florence D Martin	91.11	
1766	09/30/2025	Payroll	7	38686	Richard D Norris	5,507.86	
1767	09/30/2025	Payroll	7	38687	Lee Russell	91.11	
1768	09/30/2025	Payroll	7	38688	Jordan Sears	91.11	
1769	09/30/2025	Payroll	7	38689	Arthur Stowe	2,467.39	
1770	09/30/2025	Payroll	7	38690	Lisa M Stowe	5,004.73	
1771	09/30/2025	Payroll	7	38691	Steven Yarbrough	911.12	
1774	09/30/2025	Payroll	7	38692	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 09/30/2025 To 09/30/2025 - WDS PLAN D; Pay Cycle(s) 09/30/2025 To 09/30/2025 - Basic Life; Pay Cycle(s) 09/30/2025 To 09/30/2025 - HealthFirst; Pay Cycle(s) 09/30/2025 To 09/30/2025 - VSP
1775	09/30/2025	Payroll	7	E38693	Coastal Community Bank	9,822.76	941 Deposit for Pay Cycle(s) 09/30/2025 - 09/30/2025
1776	09/30/2025	Payroll	7	38694	Dept Of Retirement Systems	3,905.51	Pay Cycle(s) 09/30/2025 To 09/30/2025 - PERS 2
1777	09/30/2025	Payroll	7	38695	MissionSquare	75.00	Pay Cycle(s) 09/30/2025 To 09/30/2025 - ICMA
1779	09/30/2025	Payroll	7	38696	Dept Of Labor And Industries	2,844.28	3RD Quarter L&I: 07/01/2025 - 09/30/2025
1780	09/30/2025	Payroll	7	38697	Employment Security Dept	218.29	3rd Quarter Unemployment: 07/01/2025 - 09/30/2025
1785	10/07/2025	Claims	7	38698	A&H Well Services, LLC	57,113.85	Well Pump
1786	10/07/2025	Claims	7	38699	AM Test, Inc.	910.00	
1787	10/07/2025	Claims	7	38700	Amazon Capital Services	277.06	
1788	10/07/2025	Claims	7	38701	Atwell, LLC	10,476.20	
1789	10/07/2025	Claims	7	38702	Cascade Columbia Distribution	788.44	
1790	10/07/2025	Claims	7	38703	Comcast Business	343.60	
1791	10/07/2025	Claims	7	38704	D & G Backhoe, Inc.	17,490.37	Orchard
1792	10/07/2025	Claims	7	38705	Dept Of Corrections	244.71	
1793	10/07/2025	Claims	7	38706	Global Industrial	268.95	
1794	10/07/2025	Claims	7	38707	Kelley Connect Co.	201.32	
1795	10/07/2025	Claims	7	38708	L III Transport	390.00	
1796	10/07/2025	Claims	7	38709	Lakeside Industries	218.80	
1797	10/07/2025	Claims	7	38710	Charles H Myers	370.00	August, September 2025
1798	10/07/2025	Claims	7	38711	National Barricade Co. LLC	404.54	
1799	10/07/2025	Claims	7	38712	Pacific Power Batteries	132.46	
1800	10/07/2025	Claims	7	38713	Petty Cash	53.06	
1801	10/07/2025	Claims	7	38714	Sno County District Court	445.29	
1802	10/07/2025	Claims	7	38715	Sno County PUD	1,803.50	
1803	10/07/2025	Claims	7	38716	Sno County Sheriff's Office	2,490.07	
1804	10/07/2025	Claims	7	38717	Sound Publishing	17.20	
1805	10/07/2025	Claims	7	38718	Verizon Wireless	234.54	
1806	10/07/2025	Claims	7	38719	WA State Treasurer	888.52	
1807	10/07/2025	Claims	7	38720	Waste Management	714.06	
1808	10/07/2025	Claims	7	38721	Ziply Fiber	106.12	

CHECK REGISTER

City Of Gold Bar

Time: 14:33:59 Date: 10/01/2025

09/17/2025 To: 10/07/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1809	10/07/2025	Claims	7	38722	Ziply Fiber	57.63	
		001 General Government				26,063.15	
		101 City Street				2,485.67	
		301 Capital Projects Fund				404.54	
		302 General And Street Grants Fund				7,325.60	
		401 Water Operating				81,415.52	
		403 Water Capital Improvement				20,640.97	
		415 Stormwater Fund				8,879.16	
		633 Agency Fund				888.52	
							Claims: 96,440.29
						148,103.13	Payroll: 51,662.84

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, October 21, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. ORDINANCE #786 AMENDING TITLE 12 – SECOND READING AND ACTION			
2. ORDINANCE #784, CRITICAL AREAS UPDATE – SECOND READING AND ACTION			
NEW BUSINESS			
1. SNOHOMISH COUNTY ANIMAL SERVICES INTERLOCAL – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		October 7, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38723 - 38748	\$326,742.49	\$2,538.33	\$329,280.82
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #786**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING GOLD BAR
MUNICIPAL CODE TITLE 12, RELATING TO STREETS, SIDEWALKS, AND PUBLIC
PLACES AND TREE MANAGEMENT**

WHEREAS, the City of Gold Bar recognizes that trees are a valuable community asset that contribute to the environmental, economic, and social well-being of its residents; and

WHEREAS, the *Gold Bar Comprehensive Plan* states that “the primary vision of the City of Gold Bar is to retain the rural character of the surrounding area” and that “the community highly values the environmental, historical, and scenic attributes of the city and surrounding area. The vision for Gold Bar includes protecting and enhancing these assets, and working to make them more accessible”; and

WHEREAS, trees provide numerous benefits, including improved air quality, stormwater management, erosion control, mitigating the urban heat island effect, carbon sequestration, energy conservation, increased property values, and enhanced community character; and

WHEREAS, the City Council passed Ordinance No. 778 on June 18, 2024 establishing the Tree Board with stated duties of the Tree Board to include assisting with the annual application to obtain or renew the *Tree City USA* designation through the Arbor Day Foundation; and

WHEREAS, the Arbor Day Foundation’s *Tree City USA* program encourages municipalities to establish and maintain sound urban forestry practices; and

WHEREAS, one of the core requirements of achieving and maintaining *Tree City USA* designation is the adoption of a tree care ordinance that provides clear guidance for the planting, maintenance, and protection of public trees; and

WHEREAS, adopting public tree management regulations will further the goals and policies of the *Gold Bar Comprehensive Plan*, support community-wide environmental stewardship, and ensure the preservation and health of the City’s urban forest for future generations; and

WHEREAS, the City Council finds it is in the best interest of public health, safety, and welfare to adopt a public tree management ordinance as part of its efforts to achieve *Tree City USA* recognition;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 12, Streets, Sidewalks, and Public Places shall be amended to create a new Tree Management chapter as follows.

Section I, Title 12.08.010 – Purpose

Section II, Title 12.08.020 – Definitions

Section III, Title 12.08.030 – Authority and Power

Section IV, Title 12.08.040 – Tree Planting and Care Standards

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

Section VII, Title 12.08.070 – Violations and Penalties

Section VIII, Severability

Section IX, Effective Date

Section I, Title 12.08.010 – Purpose

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, to ensure proper planting and care of trees on public property, and to protect, preserve and promote the growth of trees within the city. The city council herein ~~delegates~~ defines the authority and responsibility for managing public trees and establishes practices governing the planting and care of trees on public property with the short-term goal of no net loss of forest canopy cover on city-owned public lands and right-of-way and the long-term goal of a measurable gain.

Section II, Title 12.08.020 – Definitions

As used in this chapter, the following words and phrases shall have the meanings indicated:

"Damage" means any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

"DBH" or "DSH" is an acronym for tree diameter at breast height (or standard height) which means the diameter of existing trees measured four and one-half feet above the ground line on the high side of the tree. For the purposes of code enforcement, if a tree has been removed and only the stump remains, the size of the tree shall be the diameter of the top of the stump adjusted to DBH using published tables or regression curves.

"Invasive species" means a species listed as a weed of concern in Washington Administrative Code (WAC) Chapter 16-750 ~~WAC~~, Revised Code of Washington (RCW) Chapter 17.10 ~~RCW~~, or by Snohomish County in its noxious weed list.

"Nuisance" means any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

"Public right-of-way" means the area along a public street between the private property line and the curb and/or sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

"Public property" means all grounds and rights-of-way (ROWs) owned or maintained by the city.

"Public tree" means any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

"Significant tree" means any tree (using current Urban Forestry Standard) that is six inches diameter at breast height (DBH) or more.

"Top" or "topping" means the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section III, Title 12.08.030 – Authority and Power

A. Delegation of Authority and Responsibility. The Public Works Director and/or their designee, " , shall have full authority and responsibility to plant, prune, maintain, and remove trees and woody plants

growing in or upon all municipal streets, rights-of- ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, cable, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease, or is a safety hazard.

B. Tree Board. The Public Works Director shall work with and consider all recommendations of the Tree Board.

C. Consultant. The public works director will contract with the International Society of Arboriculture (ISA) certified arborists for recommendations on tree health, pruning and removal, as needed. An ISA certified arborist will be consulted prior to the removal of any significant public tree.

D. Interference. No person shall hinder, prevent, delay, or interfere with the public works director or their agents while engaged in carrying out the execution or enforcement of this ordinance.

Section IV, Title 12.08.040 – Tree Planting and Care Standards

A. Standards. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care best management practices (BMPs) published by the International Society of Arboriculture.

B. Removal. Any tree removed from a parcel or transplanted offsite must be replaced according to best practices in Title 12.08.040 section (A).

C. Requirements of Franchise Utility Companies. The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards. Proper selection and placement of trees in and around overhead utilities can eliminate potential public safety hazards, reduce expenses for utilities and their customers, and improve landscape appearance.

D. Preferred Species List. The Public Works Director shall maintain an official list of desirable tree species for planting on public property. Trees from this approved list may be planted without special permission; other species may be planted with approval from the Public Works Director.

E. Invasive Species. Removal of invasive woody plants are encouraged. These invasive plants can quickly colonize an area, reducing the health and vitality of non- invasive plants.

F. Planting Distances. The Public Works Director shall develop a set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten feet of a fire hydrant.

G. Planting Trees Under Electric Utility Lines. Only trees listed on the official city tree species list with a mature height of twenty feet or less may be planted under or within fifteen lateral feet of any overhead utility wire.

H. Significant Trees. Every effort should be made to preserve and maintain significant trees unless their removal is in the public interest. If a significant tree is removed, there will be a 3:1 replacement whereby three trees will be planted as replacement. The replacement trees will be planted on the same property, if possible. Planting will occur in the landscape season.

I. Education. The city shall aspire to annually celebrate Arbor Day. Resources on proper tree care and maintenance shall be made available to the community.

J. Utility Locates. All stump removals or digging for tree plantings shall require underground utility locations prior to any action.

Section V, Title 12.08.050 – Prohibition Against Harming Public Trees

A. It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the public works director.

B. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.

C. It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Public Works Director.

D. Any person, firm, corporation, construction company, owner of a private residence, or city ~~department~~ employee performing construction near any public tree(s) shall consult with the Public Works Director and shall employ appropriate measures to protect the tree(s), according to procedures contained in the best management practices (BMPs) for "Managing Trees During Construction" published by the International Society of Arboriculture. An ISA certified arborist will be consulted for a tree preservation plan, as needed.

Section VI, Title 12.08.060 – Adjacent Owner Responsibility

A. The owner of land adjacent to any city street or highway, when acting within the provisions of this ordinance, may plant and maintain trees in the adjacent public right of way area.

B. No property owner shall allow a tree, or other plant growing on his or her property, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

C. No property owner shall allow a tree, or other plant, planted or maintained by the property owner within the adjacent public right of way area, to obstruct or interfere with pedestrians, the public right of way or the view of drivers, thereby creating a hazard. If an obstruction persists, the public works director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the city may undertake the necessary work and charge the cost to the property owner and assess fines and fees. See Chapter 1.10 for nuisance fines and fees.

Section VII, Title 12.08.070 – Violations and Penalties

Any person, firm or corporation violating any provision of this ordinance shall be subject to GBMC 1.10 Code Enforcement.

Any person negligently damaging or deforming a city tree shall be liable to the city for the cost of replacement trees, including the cost of nursery stock as close in size to the damaged or deformed tree(s) as is feasible and the city's costs for soil preparation, planting and actual or estimated costs of establishment. Damaged trees greater than six inches at DBH shall be replaced at a ratio of two new trees

per one damaged tree, while all trees less than six inches at DBH shall be replaced at a ratio of one new tree per damaged tree.

Section VIII, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IX, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #784**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON ADOPTING
AMENDMENTS TO THE GOLD BAR CRITICAL AREAS ORDINANCE**

WHEREAS, the City of Gold Bar is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and subject to the Growth Management Act, Title 36.70A RCW; and

WHEREAS, the Growth Management Act mandates that the City adopt development regulations to protect the functions and values of five (5) types of critical areas: wetlands, critical aquifer recharge areas, fish and wildlife habitat areas, frequently flooded areas, and geologically hazardous areas; and

WHEREAS, the Gold Bar Critical Areas Ordinance is incorporated by reference in Gold Bar Municipal Code 18.08.010, and contains the City's development regulations pertaining to the protection of critical areas located within the City; and

WHEREAS, pursuant to RCW 36.70A.130, the City is required to periodically review and, if needed, revise its development regulations, including its critical areas regulations, to ensure its regulations comply with the goals and requirements of the Growth Management Act; and

WHEREAS, the last periodic review of the Gold Bar Critical Areas Ordinance was in 2016, with Ordinance 696 enacting necessary revisions; and

WHEREAS, RCW 36.70A.172 requires that when reviewing its Critical Areas Ordinance, the City must include Best Available Science in developing the regulations to protect the functions and values of critical areas and to give special consideration to conservation and protection measures necessary to preserve or enhance anadromous fisheries; and

WHEREAS, in performing this periodic review, the City did extensive research in regards to the standards and requirements for regulating critical areas, has considered guidance available from state agencies, including the Department of Commerce and the Department of Ecology, and has considered various sources of Best Available Science and included it in developing its Critical Areas Ordinance, giving special consideration to anadromous fisheries; and

WHEREAS, the environmental impacts of the amendments to the Critical Areas Ordinance resulted in the issuance of a Determination of Non-Significance (DNS) with no appeals filed; and

WHEREAS, in developing its Critical Areas Ordinance, the City provided for public participation, as demonstrated by the public record; and

WHEREAS, the City of Gold Bar City Council has considered the proposed Critical Areas Ordinance amendments and held a properly noticed public hearing on September 16th, 2026, so as to receive public testimony; and

WHEREAS, at the conclusion of September 16th, 2025 public hearing, the City Council voted to approve the proposed amendments; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with notice of its intent to adopt the amendment(s); and

WHEREAS, the City Council has considered the entire public record, public comments, the Best Available Science, and staff recommendation; and

WHEREAS, the City Council has determined that the proposed amendments are necessary to ensure compliance with the goals and requirements of the Growth Management Act, and to complete its obligation for the 2025 periodic update of the Comprehensive Plan and Development Regulations, pursuant to RCW 36.70A.130;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS AS FOLLOWS:

Section I, Amendments

Section II, Codification of Amendments

Section III, Severability

Section IV, Effective Date

Section I, Amendments

The Gold Bar Critical Areas Ordinance is amended as set forth in Exhibit A to this Ordinance.

Section II, Codification of Amendments

The City Council approves and adopts the proposed amendments without substantive change, and authorizes the City Clerk to codify the amendments to GBMC 18.08, and publish the amended code.

Section III, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section IV, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

THIS INTERGOVERNMENTAL SERVICES AGREEMENT FOR ANIMAL CONTROL TRANSPORT SERVICES (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** The City wishes to retain and perform all of the functions necessary to provide the City’s animal control services except for animal transport services to the Everett Animal Shelter; and,
- E.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide to the City the Animal Control Transport Services during normal business hours on non-holiday weekdays, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide to the City the Animal Control Transport Services, rendering such services in the same matter, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- c. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be limited to the City of Gold Bar Animal Control Officer, the Mayor of Gold Bar, the Gold Bar Region Sheriff Deputies, City of Gold Bar City Clerk and/or City of Gold Bar City Administrator.
- d. Animal Control Transport Services shall include pick up and transport of dogs, cats and other small animals to the Everett Animal Shelter from a location within the City.
- e. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall continue to provide all other aspects of the City's animal control functions to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.

- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on mutual execution by the parties, and continuing through December 31, 2029, unless terminated sooner as provided herein.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of payment to the County for Animal Control Transport Services for 2026 shall be:
 - i. 8:30 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A fee of \$186.56 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service based on mileage, hourly wage and benefits.
- b. The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City. The County may adjust fees imposed pursuant to this agreement on an annual basis to be effective on January 1 of each calendar year. If the County intends to adjust its fee, it will notify the City by October 1 of the preceding year.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be sent within ten (10) days after the last day of the previous month and include a report of all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise stipulated, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All

property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Intergovernmental Services Agreement for
Animal Control Transport Services
City of Gold Bar 2026-2029

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Gold Bar
107 5th Street
Gold Bar, WA 98251

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Gold Bar for police services or other services.
- d. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be

considered or construed to be the employees or agents of the other party for any purpose whatsoever.

- e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
- f. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

b. Legal Requirements

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

c. No Third Party Beneficiary

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

d. Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF GOLD BAR

BY: _____

Steve Yarbrough, Mayor

DATE: _____

APPROVED AS TO FORM:

DATE: _____

_____, City Attorney

SNOHOMISH COUNTY

BY: _____

Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell, Snohomish County Auditor

DATE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, October 7, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro-Tem Russell called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Russell. Councilmember Sears was absent. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as amended to add a presentation about the Tree Board and with a second by Councilmember Craig, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough was attending the AWC annual meeting but submitted a written report. He has been in contact with the Department of Natural Resources regarding the Tree City designation. He will be submitting a grant for an electric vehicle charging station. There will be the annual Trunk or Treat event at Gateway Park and the city is accepting candy donations. He asked Office Manager Beaston to research costs for porta-potties if there is interest in having that as part of a budget discussion.

STAFF REPORT

Chief Whalen reviewed calls, including assisting Sultan regarding shooting incidents. Councilmember Lie asked for clarification around a specific bill, which was for jail services.

Director Norris said Well 4 is running with no issues, speed tables are complete as is the Orchard overlay. Councilmember Lie asked about planting vegetation around stormwater swales in the Fall View development and there was brief discussion. Councilmember Russell said accolades were received from residents regarding the Orchard project.

Clerk Stowe gave an update on potential changes to health insurance coverage. She also said the audit process was starting and there was discussion around the entrance conference. The consensus was that the council did not require an in-person entrance conference. Councilmember Lie volunteered to meet with audit staff for that conference.

Office Manager Beaston reminded people not to blow leaves or vegetation out into sidewalks, storm drains, or streets. Residents who do so will receive warnings and potential fines. She also spoke briefly about animal control issues.

COUNCIL COMMENTS

Councilmember Lie talked about the recent Snohomish County Tomorrow meeting, which included discussion around community transit, emergency management, economic development related to the upcoming soccer tournament, local traffic issues, potential code violations, and bicycle safety education for school kids.

Councilmember Martin attended the Heidelberg open house, said the burn permit process is now done online, and talked about fire risks.

Councilmember Russell talked about salmon returning, the need for bike safety, and seeing kids on dirt bikes on streets.

Councilmember Craig also talked about Heidelberg, the increase in trucks and traffic their project may bring to highway 2, damage to windshields from trucks, discussions with Creekside residents regarding the park, and attending an emergency management forum with Mayor Yarbrough.

CITIZEN COMMENTS

Jason Lavinsky spoke about a law enforcement issue with public safety concerns.

PUBLIC HEARING

Clerk Stowe called the public hearing to order at 7:34 and reviewed the hearing process. The applicable agenda included the Critical Areas update and the 2026 budget.

Director Norris and consultant Eric Jensen reviewed updates to the critical areas ordinance. There was discussion around definitions in the draft plan, licensing requirements for professional services, and making sure wording regarding floodplains was included. After discussion, Councilmember Russell moved to accept Ordinance #784 relating to the Critical Areas Update for an introduction and first reading, and with a second by Councilmember Martin, the motion carried.

Clerk Stowe presented the preliminary budget figures and there was discussion about funds, increases in costs, park and street impact fees, plans for a skate park, benches for parks, playground equipment, capital projects, the strong possibility for rate increases, traffic on highway 2, which is a Department of Transportation issue, costs for Sheriff services, and the wish to increase the level of deputy services.

After discussion, Councilmember Lie moved to adjourn the public hearing and with a second by Councilmember Craig, the motion carried. The hearing was adjourned at 8:21 and the regular agenda resumed.

CONTINUED BUSINESS - none

NEW BUSINESS

Ordinance #786, Amending Title 12. This ordinance adds a new chapter relating to the Tree Board. Councilmember Lie moved to accept Ordinance #786 for an introduction and first reading and with a second by Councilmember Craig, the motion carried.

Tree Board. Leigh Anne Barr gave an update on progress the Tree Board has made in meeting steps required to become a Tree City through the Arbor Foundation. She also updated the council on projects the Tree Board has done.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Lie thanked Ms. Barr for the Tree Board information.

Councilmember Martin also thanked Ms. Barr. She also said that she would like to have planters with flowers in the city.

Councilmember Craig asked about the closure of a local food bank. Director Norris told her the food bank had been run by the Miracle Food Network, which lost funding. Councilmember Craig then talked about having a community garden.

Councilmember Russell also spoke about the closure of the food bank and the need for such resources.

MINUTES APPROVAL

Councilmember Lie moved to approve the September 16th, 2025, minutes as presented and with a second by Councilmember Craig, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38679 through 38722 with \$96,440.29 for claims and \$51,662.84 for payroll and taxes, for a grand total of \$148,103.13 and with a second by Councilmember Lie, the motion carried.

ADJOURNMENT

Councilmember Martin moved to adjourn the meeting and with a second by Councilmember Craig, the motion carried, and the meeting was adjourned at 8:32 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 10:21:26 Date: 10/15/2025

10/08/2025 To: 10/21/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1836	10/08/2025	Claims	7	38723	US Postal Service	387.50	Utility Billing
1837	10/08/2025	Payroll	7	38724	Employment Security PFML	817.60	Pay Cycle(s) 07/01/2025 To 09/30/2025 - PFML
1838	10/08/2025	Payroll	7	38725	Employment Security WA Cares Fund	720.73	Pay Cycle(s) 07/01/2025 To 09/30/2025 - Long Term Care
1850	10/14/2025	Payroll	7	38726	Richard L Baker	200.00	
1851	10/14/2025	Payroll	7	38727	Denise J Beaston	800.00	
1861	10/21/2025	Claims	7	38728	Amazon Capital Services	85.09	
1862	10/21/2025	Claims	7	38729	Citi Cards	5,904.58	
1863	10/21/2025	Claims	7	38730	City Of Gold Bar	546.00	
1864	10/21/2025	Claims	7	38731	Dept Of Corrections	350.95	
1865	10/21/2025	Claims	7	38732	Snohomish County Dept Of Emergency Management	831.50	Q4 2025
1866	10/21/2025	Claims	7	E38733	Dept Of Revenue-Excise Tax	1,701.17	
1867	10/21/2025	Claims	7	38734	EJ Municipal Land Use Planning, LLC	2,145.00	CAO
1868	10/21/2025	Claims	7	38735	Elite Lock & Safe	267.30	
1869	10/21/2025	Claims	7	38736	Lakeside Industries	208,762.11	Orchard Overlay
1870	10/21/2025	Claims	7	38737	Les Schwab Tires	207.76	
1871	10/21/2025	Claims	7	38738	Lowe's Business Account	328.14	
1872	10/21/2025	Claims	7	38739	Monroe Parts House, Inc. NAPA	512.95	
1873	10/21/2025	Claims	7	38740	National Barricade Co. LLC	610.30	
1874	10/21/2025	Claims	7	38741	O'Reilly Automotive, INC	18.53	
1875	10/21/2025	Claims	7	38742	Sno County Auditor	18.00	Lien
1876	10/21/2025	Claims	7	38743	Sno County PUD	16,468.07	
1877	10/21/2025	Claims	7	38744	Sno County Sheriff	87,248.00	Sept, Oct 2025
1878	10/21/2025	Claims	7	38745	Sound Publishing	10.32	
1879	10/21/2025	Claims	7	38746	Utilities Underground	17.16	
1880	10/21/2025	Claims	7	38747	Ziply Fiber	287.15	
1881	10/21/2025	Claims	7	38748	Ziply Fiber	34.91	
001 General Government						95,491.94	
101 City Street						2,117.93	
104 Street Impact Fee Fund						610.30	
301 Capital Projects Fund						85,133.75	
302 General And Street Grants Fund						123,628.36	
401 Water Operating						20,884.22	
415 Stormwater Fund						1,414.32	
						Claims:	326,742.49
						329,280.82 Payroll:	2,538.33

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, November 4, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
PUBLIC HEARING –2026 BUDGET			
CONTINUED BUSINESS			
1. SNOHOMISH COUNTY ANIMAL SERVICES INTERLOCAL – DISCUSSION AND ACTION			
NEW BUSINESS			
1. DEM FUNDING AND EMERGENCY MANAGEMENT COMPREHENSIVE PLAN - DISCUSSION			
2. RESOLUTION 25-08, 2026 PROPERTY TAXES AND LEVY CERTIFICATION – DISCUSSION AND ACTION			
3. TOWN HALL MEETING DATE			
4. ORDINANCE #789, AMENDING PERSONNEL MANUAL – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		October 21, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38749 - 38781	\$27,140.35	\$53,484.65	\$80,625.00
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

NOTICE OF

PUBLIC HEARING

CITY OF GOLD BAR, WASHINGTON

Tuesday, November 4th, 2025
7:00 PM Via Zoom & In person

The City of Gold Bar will hold a Public Hearing on the 2026 Budget, on November 4th, 2025, at the regularly scheduled Gold Bar Council Meeting. The meeting will be both in-person and via Zoom. Meeting information can be found at www.cityofgoldbar.us. Please see zoom Meeting info below.

Join Zoom Meeting

<https://us06web.zoom.us/j/83514943350>

Meeting ID: 835 1494 3350

One tap mobile

+12532050468,,83514943350# US

+12532158782,,83514943350# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 835 1494 3350

If you have any questions, please contact Denise Beaston at 360-793-1101 or at d.beaston@cityofgoldbar.us. You can also find information on our website at www.cityofgoldbar.us.

Benefits Based on August Payroll **PERS is employer contribution; use September DRS report**

Employee	Health	PERS	WDS	VSP	Life
Water Manager	\$ 1,059.82	\$ 365.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,487.21
Office Manager	\$ 1,059.82	\$ 335.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,457.21
Public Works Director	\$ 1,059.82	\$ 427.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,549.21
Utility Maint. I	\$ 1,059.82	\$ 180.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,302.21
Utility Maint. II	\$ 1,059.82	\$ 180.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,302.21
Clerk/Treasurer	\$ 1,059.82	\$ 393.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,515.21
Utility Maint.	\$ 1,059.82	\$ 225.00	\$ 52.10	\$ 9.54	\$ 0.75 \$ 1,347.21
Monthly Total	\$ 7,418.74	\$ 2,105.00	\$ 364.70	\$ 66.78	\$ 5.25
Annual total	\$ 89,024.88	\$ 25,260.00	\$ 4,376.40	\$ 801.36	\$ 63.00

Social Sec, Medicare, etc. are withheld, not paid by city
Does not include overtime

2025 Health - 8.7% increase, dental 4.3% others no increase

Grand monthly total
\$ 9,960.47
Grand annual total
\$ 119,525.64

	L&I	Empl. Sec.
Q1 2025	\$ 3,157.62	\$ 231.17
Q2 2025	\$ 3,086.72	\$ 230.11
Q3 2025	\$ 2,844.28	\$ 218.29
Q4 2024	\$ 3,158.30	\$ 220.25
Total	\$ 12,246.92	\$ 899.82
Grand Total	\$ 13,146.74	
2025 L&I increase of 4.9%	\$ 657.34	
L&I Total		
Approximate total annual benefit cost to city:		\$ 143,440.56

PFML is paid by employee

Not complete

Myers
842.57 8.7% increase
842.57 x12 \$ 10,110.84

Percents based on salary excel	Benefits
General 38%	\$ 54,697.73
Street 7%	\$ 10,300.64
Water 36%	\$ 51,375.33
Storm 19%	\$ 27,066.87
100%	\$ 143,440.56
these percentages come from the BARS salary total	

Salary percents based on annual interviewes with staff and supervisors. 2025 interview for 2026 budget held on 10/16/25

Water Manager (Richard)	2025	2026	Office Manager	2025	2026			
576.80.10.001	2.00%	2.00%	521.10.10.001 law	10.00%	10.00%			
542.30.10.101	1.00%	1.00%	554.30.10.001 dogs	5.00%	5.00%			
534.80.10.401	93.00%	93.00%	558.50.10.001 bldg	6.00%	6.00%			
531.10.10.415	2.00%	2.00%	558.60.10.001 plan	1.00%	1.00%			
558.50.00.001	2.00%	2.00%	576.80.10.001	0.00%	0.00%			
	100.00%	100.00%	534.80.10.401	40.00%	40.00%			
			531.10.10.415	33.00%	33.00%			
			514.20.10.001	5.00%	5.00%			
			542.30.10.101	0.00%	0.00%			
				100.00%	100.00%			
Public Works Director (Rich)	2025	2026	Utility Maint. I (Anthony)	2025	2026	Clerk/Treasurer	2025	2026
558.50.10.001	20.00%	20.00%	558.50.10.001	0.00%	0.00%	514.20.10.001	65.00%	65.00%
558.60.10.001	15.00%	15.00%	576.80.10.001	55.00%	55.00%	534.80.10.401	12.50%	12.50%
576.80.10.001	13.00%	13.00%	542.30.10.101	10.00%	10.00%	514.20.10.001.1	10.00%	10.00%
542.30.10.101	8.00%	8.00%	534.80.10.401	10.00%	10.00%	531.10.10.415	12.50%	12.50%
534.80.10.401	25.00%	25.00%	531.10.10.415	25.00%	25.00%		100.00%	100.00%
531.10.10.415	19.00%	19.00%		100.00%	100.00%			
	100.00%	100.00%						
Utility Maint. II (Art)	2025	2026	Utility Maint. (Lance)	2025	2026			
531.10.10.415	20%	35%	531.10.10.415	10%	10%			
534.80.10.401	33%	10%	534.80.10.401	60%	60%			
542.30.10.101	10%	30%	542.30.10.101	10%	10%			
576.80.10.001	36%	24%	576.80.10.001	15%	15%			
558.50.10.001	1%	1%	558.50.10.001	5%	5%			
	100%	100%		100.00%	100%			

CITY OF GOLD BAR
2026 SALARY GRID

This grid is used for COLA and merit increases

Parameters:		
% between Steps	1.5%	1.015
% between Ranges	5%	1.05

CPI

Base A	3316	x	1.03
Base B	6123	X	1.03

Annual step increases are based on evaluation only and not automatic

Previous year C12 and C40 becomes new year H4 and H5
Change CPI to new increase (example, a 3% increase is 1.03 here)
Excel does the math to update the two tables
Hourly is previous hourly + percent increase

Position Title	RANGE	STEPS									
		A	B	C	D	E	F	G	H	I	J
Water Apprentice	1	3415	3467	3519	3571	3625	3679	3735	3791	3848	3905
	2	3586	3640	3695	3750	3806	3863	3921	3980	4040	4100
	3	3766	3822	3879	3938	3997	4057	4117	4179	4242	4306
	4	3954	4013	4073	4134	4196	4259	4323	4388	4454	4521
	4	3954	4013	4073	4134	4196	4259	4323	4388	4454	4521
	5	4152	4214	4277	4341	4406	4472	4539	4608	4677	4747
Utility Maint II	6	4359	4425	4491	4558	4627	4696	4766	4838	4911	4984
	7	4577	4646	4715	4786	4858	4931	5005	5080	5156	5233
	8	4806	4878	4951	5025	5101	5177	5255	5334	5414	5495
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
Office Manager	10	5299	5378	5459	5541	5624	5708	5794	5881	5969	6058
	11	5563	5647	5732	5818	5905	5993	6083	6175	6267	6361
	12	5842	5929	6018	6108	6200	6293	6387	6483	6581	6679
Water Manager	13	6134	6226	6319	6414	6510	6608	6707	6807	6910	7013
	14	6440	6537	6635	6735	6836	6938	7042	7148	7255	7364
Public W Director	15	6762	6864	6967	7071	7177	7285	7394	7505	7618	7732
	16	7101	7207	7315	7425	7536	7649	7764	7880	7999	8119
	17	7456	7567	7681	7796	7913	8032	8152	8275	8399	8525
	18	7828	7946	8065	8186	8309	8433	8560	8688	8819	8951

WDM I increase in July

2025 Anniversary Step Current step as of 01/01/2024; includes COLA

Position Title	RANGE	STEPS									
		A	B	C	D	E	F	G	H	I	J
Clerk/Treasurer	1	6307	6401	6497	6595	6694	6794	6896	6999	7104	7211
	2	6622	6721	6822	6925	7028	7134	7241	7349	7460	7572
	3	6953	7057	7163	7271	7380	7490	7603	7717	7833	7950
	4	7301	7410	7521	7634	7749	7865	7983	8103	8224	8348
	5	7666	7781	7898	8016	8136	8258	8382	8508	8635	8765
	6	8049	8170	8292	8417	8543	8671	8801	8933	9067	9203
	7	8452	8578	8707	8838	8970	9105	9241	9380	9521	9663
	8	8874	9007	9142	9280	9419	9560	9703	9849	9997	10147
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	9	5046	5122	5199	5277	5356	5436	5518	5601	5685	5770
	10	5299	5378	5459	5541	5624	5708	5794	5881	5969	6058
	11	5563	5647	5732	5818	5905	5993	6083	6175	6267	6361
	12	5842	5929	6018	6108	6200	6293	6387	6483	6581	6679
	13	6134	6226	6319	6414	6510	6608	6707	6807	6910	7013
	14	6440	6537	6635	6735	6836	6938	7042	7148	7255	7364
	15	6762	6864	6967	7071	7177	7285	7394	7505	7618	7732
	16	7101	7207	7315	7425	7536	7649	7764	7880	7999	8119
	17	7456	7567	7681	7796	7913	8032	8152	8275	8399	8525

Base A 6123 x CPI 3%

Hourly Staff

Utility Maintenance II	\$	26.64	\$	0.80	\$	27.44	\$	0.41	\$	27.85	\$	57,073.54	\$	4,756.13	\$	57,929.64	\$	4,827.47	Art goes to II, 27.72
Utility Maintenance I Entry	\$	22.00	\$	0.66	\$	22.66	\$	0.34	\$	23.00	\$	47,132.80	\$	3,927.73	\$	47,839.79	\$	3,986.65	
April, anniversary go to 24.00																			

Reviewed By:
Date:

BARS Breakdown Start with salary grid, then allocations, then benefits, then this one, then vacation buyout tab

	Monthly	Merit Increase	Annual	BARS Jan 2 Annual ***		Payroll Final Totals	Total Salaries	\$ 502,698.84	Does not include overtime		
Water Manager	\$ 6,387.00	\$ 6,483.00			-	\$ 76,836.00	\$ 76,644.00	\$ 63,519.10	Gen. Total \$ 191,692.53 38%		
Office Manager	\$ 6,267.00	\$ -			-	\$ 75,204.00	\$ 75,204.00	\$ 9,180.60	Street Total \$ 36,099.41 7%		
Water Apprentice	\$ 3,571.00	\$ 4,057.00			-	\$ 48,684.00	\$ 42,852.00	\$ 7,690.40	Water Total \$ 180,048.91 36%		
Public Wks. Director	\$ 8,032.00	\$ 8,152.00			-	\$ 97,584.00	\$ 96,384.00	\$ 3,845.20	Storm Total \$ 94,857.98 19%		
Utility Maint. I	\$ 3,927.73	\$ 3,986.65			-	\$ 47,250.60	\$ 47,132.76	\$ 29,060.62	Storm Total \$ 502,698.84 100%		
Clerk/Treasurer	\$ 7,490.00	\$ 7,603.00			-	\$ 90,106.00	\$ 89,880.00	\$ 15,661.64			
Utility Maint. II	\$ 4,756.13	\$ 4,827.97			75%	\$ 57,216.24	\$ 53,456.00	\$ 62,734.97			
								\$ 191,692.53	Discrepancy check		
Water Manager	Percents	Salary by BARS	Benefits			\$ 542,30.10.101	\$ 36,099.41	\$ 502,698.84	\$ -		
576.80.10.001	2%	\$ 1,536.72	\$ 356.93			\$ 534,80.10.401	\$ 180,048.91				
576.80.20.001	1%	\$ 768.36	\$ 178.47								
542.30.10.101	93%	\$ 71,457.48	\$ 16,597.26								
534.80.10.401	2%	\$ 1,536.72	\$ 356.93								
534.80.20.401	2%	\$ 1,536.72	\$ 356.93								
531.10.10.415	100%	\$ 76,836.00	\$ 17,846.52								
531.10.20.415											
558.50.20.001											
Total											
Office Manager	Percents	Salary by BARS	Benefits			Insurance Benefits	Monthly	Annual	Emp. Sec. & L&I	Fund %	Not Complete
521.10.10.001 Law	10%	\$ 7,520.40	\$ 1,748.65			Water Manager	\$ 1,487.21	\$ 17,846.52	\$ 13,146.74	General	\$ 5,013.20
521.10.20.001			\$ 1,748.65			Office Manager	\$ 1,457.21	\$ 17,486.52		Street	\$ 944.08
554.30.10.001 does	5%	\$ 3,760.20	\$ 874.33			Public Wks. Director	\$ 1,549.21	\$ 18,590.52		Water	\$ 4,708.70
558.50.10.001 blide	6%	\$ 4,512.24	\$ 1,049.19			Utility Maint. II	\$ 1,302.21	\$ 15,626.52		Storm	\$ 2,480.76
558.50.20.001	1%	\$ 752.04	\$ 174.87			Utility Maint. I	\$ 1,302.21	\$ 15,626.52			\$ 13,146.74
576.80.10.001	0%	\$ -	\$ -			Clerk/Treasurer	\$ 1,515.21	\$ 18,182.52			
534.80.10.401	40%	\$ 30,081.60	\$ 6,994.61			Utility Maint. I (new)	\$ 1,347.21	\$ 16,166.52			
534.80.20.401	33%	\$ 24,817.32	\$ 5,770.55				\$ 8,613.26	\$ 119,525.64			
531.10.10.415	5%	\$ 3,760.20	\$ 874.33			Benefits Totals	%	Emp. Sec. & L&I	Final Benefit Totals		
514.20.10.001	0%	\$ -	\$ -			514.20.20.001	\$ 12,692.96	11%	\$ 1,398.16	\$ 14,091.12	
534.80.10.401	40%	\$ 30,081.60	\$ 6,994.61			514.20.20.01.001	\$ 1,818.25	2%	\$ 200.28	\$ 2,018.54	
534.80.20.401	33%	\$ 24,817.32	\$ 5,770.55			521.10.20.001	\$ 7,748.65	1%	\$ 193.62	\$ 1,941.27	
531.10.10.415	5%	\$ 3,760.20	\$ 874.33			554.30.20.001	\$ 874.33	1%	\$ 96.31	\$ 970.63	
514.20.10.001	0%	\$ -	\$ -			558.50.20.001	\$ 6,088.82	5%	\$ 670.70	\$ 6,759.51	
514.20.20.001	0%	\$ -	\$ -			558.50.10.415	\$ 2,788.58	15%	\$ 1,932.47	\$ 4,721.05	
542.30.20.101	100%	\$ 75,204.00	\$ 17,661.39			576.80.20.001	\$ 17,543.63	15%	\$ 1,932.47	\$ 19,476.09	
						542.30.20.101	\$ 9,532.97	8%	\$ 1,050.08	\$ 10,583.04	
						534.80.20.101	\$ 43,337.53	30%	\$ 4,773.72	\$ 48,111.25	
						531.10.20.415	\$ 22,925.06	19%	\$ 2,525.24	\$ 25,450.30	
							\$ 119,350.77	112%	\$ 14,772.04	\$ 14,772.04	
Public Wks. Director	Percents	Salary by BARS	Benefits								
558.50.10.001 blide	20%	\$ 19,516.80	\$ 3,718.10								
558.50.20.001	15%	\$ 14,637.60	\$ 2,788.58								
558.60.20.001	13%	\$ 12,685.92	\$ 2,416.77								
576.80.10.001	8%	\$ 7,806.72	\$ 1,487.24								
542.30.10.101	25%	\$ 24,396.00	\$ 4,647.63								
534.80.10.401	19%	\$ 18,540.96	\$ 3,532.20								
531.10.10.415	100%	\$ 97,584.00	\$ 18,590.52								
531.10.20.415											
Total											
Utility Maint. I (Anthony	Percents	Salary by BARS	Benefits								
558.50.10.001	0%	\$ -	\$ -								
558.50.20.001	55%	\$ 25,987.83	\$ 8,594.59								
576.80.10.001	10%	\$ 4,725.06	\$ 1,562.65								
542.30.10.101	10%	\$ 4,725.06	\$ 1,562.65								
542.30.20.101	25%	\$ 11,812.65	\$ 3,906.63								
534.80.10.401	100%	\$ 47,250.60	\$ 15,626.52								
534.80.20.401											
531.10.10.415											
531.10.20.415											
Total											
Clerk/Treasurer	Percents	Salary by BARS	Benefits								
514.20.10.001	65%	\$ 58,568.90	\$ 11,818.64								
514.20.20.001	13%	\$ 11,263.25	\$ 2,272.82								
534.80.10.401	10%	\$ 9,010.60	\$ 1,818.25								
514.20.20.001.1	13%	\$ 11,263.25	\$ 2,272.82								
514.20.20.001.1	100%	\$ 90,106.00	\$ 18,182.52								
531.10.10.415											
531.10.20.415											
Total											
Utility Maint. II (Art)	Percents	Salary by BARS	Benefits								
576.80.10.001	24%	\$ 13,731.90	\$ 3,750.36								
576.80.20.001	30%	\$ 17,164.87	\$ 4,687.96								
542.30.10.101	10%	\$ 5,721.62	\$ 1,562.65								
534.80.10.401	35%	\$ 20,025.68	\$ 5,469.28								
534.80.20.401	1%	\$ 572.16	\$ 156.27								
531.10.10.415	100%	\$ 57,216.24	\$ 15,626.52								
531.10.20.415											
558.50.10.001											
558.50.20.001											
Total											
Utility Maint. (Lance)	Percents	Salary by BARS	Benefits								
576.80.10.001	15%	\$ 7,302.60	\$ 2,424.98								
576.80.20.001	10%	\$ 4,868.40	\$ 1,616.65								
542.30.10.101	60%	\$ 29,210.40	\$ 9,699.91								
534.80.10.401	10%	\$ 4,868.40	\$ 1,616.65								
531.10.10.415	5%	\$ 2,434.20	\$ 808.33								
531.10.20.415	100%	\$ 48,684.00	\$ 16,166.52								
558.50.10.001											
558.50.20.001											
Total											

			Vacation Buyout Estimate	\$	1,700.00	
Water Manager	Percents	Salary by BARS	For 2026 this should be reviewed as staff can only cash out one week of pay now			
576.80.10.001	2%	\$ 34.00				
542.30.10.101	1%	\$ 17.00				
534.80.10.401	93%	\$ 1,581.00	BARS Totals			
531.10.10.415	2%	\$ 34.00	576.80.10.001	\$	1,490.00	
558.50.10.001	2%	\$ 34.00	542.30.10.101	\$	766.00	
Total	100%	\$ 1,700.00	534.80.10.401	\$	3,193.50	
			531.10.10.415	\$	1,993.00	
			558.50.10.001	\$	488.50	
Office Manager			521.10.10.001	\$	170.00	
521.10.10.001 Law	10%	\$ 170.00	554.30.10.001	\$	85.00	
554.30.10.001 dogs	5%	\$ 85.00	558.60.10.001	\$	272.00	
558.50.10.001 bldg	6%	\$ 102.00	514.20.10.001	\$	1,190.00	
558.60.10.001 plan	1%	\$ 17.00	514.20.10.01.001	\$	170.00	
576.80.10.001	0%	\$ -	Total	\$	9,818.00	
534.80.10.401	40%	\$ 680.00				
531.10.10.415	33%	\$ 561.00				
514.20.10.001	5%	\$ 85.00				
542.30.10.101	0%	\$ -				
Total	100%	\$ 1,700.00				
Public Wks. Director						
558.50.10.001	20%	\$ 340.00				
558.60.10.001	15%	\$ 255.00				
576.80.10.001	13%	\$ 221.00				
542.30.10.101	12%	\$ 204.00				
534.80.10.401	25%	\$ 425.00				
531.10.10.415	19%	\$ 323.00				
Total	104%	\$ 1,768.00				
Utility Maint. II						
558.50.10.001	0%	\$ -				
576.80.10.001	55%	\$ 935.00				
542.30.10.101	10%	\$ 170.00				
534.80.10.401	10%	\$ 170.00	Vacation Buyout Estimate	\$ 1,700.00	Change from 2500 last year due to change in personnel policy	
531.10.10.415	25%	\$ 425.00				
Total	100%	\$ 1,700.00				
Clerk/Treasurer						
514.20.10.001	65%	\$ 1,105.00				
534.80.10.401	13%	\$ 212.50				
514.20.10.001.1	10%	\$ 170.00				
531.10.10.415	13%	\$ 212.50				
Total	100%	\$ 1,700.00				
Utility Maint. I						
576.80.10.001	24%	\$ 300.00	Art Vacation Buyout Estimate	\$ 1,250.00		
542.30.10.101	30%	\$ 375.00				
534.80.10.401	10%	\$ 125.00				
531.10.10.415	35%	\$ 437.50				
558.50.10.001	1%	\$ 12.50				
	100%	\$ 1,250.00				

[illegible]

2026 Budget		Street Fund	Months Remaining:			3	CPI	1.07
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
	101	322.40.00	Street Use Permit	\$ -	\$ -	\$ -	\$ -	
		336.00.71	Multimodal Tax	\$ 2,500.00	\$ 2,193.44	\$ 731.15	\$ 2,924.59	\$ 2,900.00
		336.00.87	Fuel Tax	\$ 40,300.00	\$ 29,257.02	\$ 9,752.34	\$ 39,009.36	\$ 39,000.00
		345.85.01	Park Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -
		345.85.02	Street Impact Fee	\$ -	\$ -	\$ -	\$ -	\$ -
		361.10.00	Invstmnt & Tax Int	\$ -	\$ -	\$ -	\$ -	\$ -
		369.90.01	Misc. Rev. Streets	\$ -	\$ -	\$ -	\$ -	\$ -
		398.10.00	Ins. Reimbursmnt	\$ -	\$ -	\$ -	\$ -	\$ -
		397.01.10	Trnsfer In Equip	\$ -	\$ -	\$ -	\$ -	\$ -
		397.01.11	Trnsfer In Gen Fnd	\$ 37,000.00	\$ 37,000.00	\$ 12,333.33	\$ -	\$ 60,000.00
		397.04.15	Trnsfer In Strmwtr	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			\$ 79,800.00	\$ 68,450.46	\$ 22,816.82	\$ 41,933.95	\$ 101,900.00	
		542.30.10	Salaries, Streets	\$ 24,969.00	\$ 17,050.13	\$ 5,683.38	\$ 22,733.51	\$ 36,866.00 includes vacation buyout
		542.30.15	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -
		542.30.20	Benefits, Streets	\$ 7,663.34	\$ 6,795.43	\$ 2,265.14	\$ 9,060.57	\$ 10,583.04 should tie to benefits tab
		542.30.31	Op Supp Streets	\$ 2,100.00	\$ 2,472.66	\$ 824.22	\$ 3,296.88	\$ 3,000.00
		542.30.32	Fuel Streets	\$ 2,167.66	\$ 1,052.83	\$ 350.94	\$ 1,403.77	\$ 1,300.00
		542.30.35	Small Tools, Equip	\$ 500.00	\$ 557.41	\$ 185.80	\$ 743.21	\$ 1,500.00 450. weed eaters, 300. cargo rack
		542.30.36	Vehcl Op Supp	\$ -	\$ -	\$ -	\$ -	\$ -
		542.30.41	Prof Svcs/Gen. Ins.	\$ 18,500.00	\$ 10,054.35	\$ 3,351.45	\$ 13,405.80	\$ 15,000.00 don't forget audit, insurance, AWC will be 7700, DOC crew, 90. computers
		542.30.42	Communications	\$ 700.00	\$ 388.27	\$ 129.42	\$ 517.69	\$ 700.00 audit rates increasing by ?, BIAS ?,
		542.30.43	Travel, Training	\$ -	\$ -	\$ -	\$ -	\$ - AWC membership ? across funds
		542.30.45	Op Rent, Leases	\$ -	\$ -	\$ -	\$ -	\$ -
		542.30.47	Utilities	\$ 700.00	\$ 423.29	\$ 141.10	\$ 564.39	\$ 700.00
		542.30.48	Repairs, Maint	\$ 2,000.00	\$ 1,968.23	\$ 656.08	\$ 2,624.31	\$ 9,300.96 \$1000 for lift rental, 7,100 city hall
		542.30.49	Misc Refunds	\$ -	\$ -	\$ -	\$ -	\$ -
		542.63.47	Street Lights	\$ 18,500.00	\$ 15,239.54	\$ 5,079.85	\$ 20,319.39	\$ 18,250.00
		542.64.31	Traffic Op Supp	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 500.00
		542.64.41	Traffic Striping	\$ -	\$ 3,395.15	\$ 1,131.72	\$ -	\$ 4,000.00 3,200 thermal
		591.18.70	Leases	\$ -	\$ 122.58	\$ 40.86	\$ 163.44	\$ 200.00
Totals			\$ 79,800.00	\$ 59,519.87	\$ 19,839.96	\$ 74,832.96	\$ 101,900.00	
Difference	\$	(0.00)						

2026 Budget Park Impact Fee Fund

Months Remaining: 3

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	Bdgt Diff	2025 Estimate	
103	345.85.00	Park Impct Fee	\$ 7,748.00	\$ 24,212.50	\$ 8,070.83	\$ (16,464.50)	\$ 3,800.00	
Totals			\$ 7,748.00	\$ 24,212.50	\$ 8,070.83	\$ (16,464.50)	\$ 3,800.00	
	594.76.64	Park Equip	\$ 30,000.00	\$ 25,726.22	\$ 8,575.41	\$ 4,273.78	\$ 30,000.00	4440.00 benches, 75,000 skate park, 3,200 Mooring parking
Totals			\$ 30,000.00	\$ 25,726.22	\$ 8,575.41	\$ 4,273.78	\$ 30,000.00	

2026 Budget Street Impact Fee Fund

Months Remaining: 3

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	Bdgt Diff	2025 Estimate
104	345.85.00	Street Impact	\$ 3,000.00	\$ 18,750.00	\$ 6,250.00	\$ (15,750.00)	\$ 3,000.00
Totals			\$ 3,000.00	\$ 18,750.00	\$ 6,250.00	\$ (15,750.00)	\$ 3,000.00
	595.30.63	St & Sidewlk	\$ 55,000.00	\$ 21,021.86	\$ 7,007.29	\$ 33,978.14	\$ 55,000.00
Totals			\$ 55,000.00	\$ 21,021.86	\$ 7,007.29	\$ 33,978.14	\$ 55,000.00

Months Remaining: 3

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
	301 318.34.00	Real Estate Tax	\$ -	\$ 1,052.48	\$ 350.83	\$ -	\$ 1,000.00	
	318.35.00	Real Estate Tax	\$ 78,000.00	\$ 176,525.32	\$ 58,841.77	\$ 235,367.09	\$ 150,000.00	YTD estimate from Q3 property taxes
Totals			\$ 78,000.00	\$ 177,577.80	\$ 59,192.60	\$ 235,367.09	\$ 151,000.00	
	542.30.31	St. Op. Suppl	\$ -	\$ -	\$ -	\$ -		
	594.76.63	Cap Exp	\$ 78,000.00	\$ 103,158.06	\$ 34,386.02	\$ 137,544.08	\$ 151,000.00	71,734 Skate Park, 18,000 playground installation
Totals			\$ 78,000.00	\$ 103,158.06	\$ 34,386.02	\$ 137,544.08	\$ 151,000.00	
Difference	\$ -							

2026 Budget		Grants Fund				
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Adj Bdgt
302	332.92.10	Grants & Distributions	\$ -	\$ -		\$ -
	333.11.00	Dept. of Commerce Indirect Grant	\$ -	\$ -		\$ -
	334.03.10	Shoreline Grant	\$ -	\$ -	\$ -	\$ -
	334.03.60	DOT Sidewalk	\$ -	\$ -	\$ -	\$ -
	334.03.80	Street Preservation	\$ 349,650.00	\$ 27,888.37	\$ 9,296.12	\$ -
	334.04.20	Dept. of Commerce - GMA	\$ -	\$ -	\$ -	\$ -
	337.40.00	AWC Loss Cntrl	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
	337.50.00	Water Sys Grnt	\$ -	\$ -	\$ -	\$ -
Totals			\$ 354,650.00	\$ 27,888.37		\$ 5,000.00
	514.60.40	AWC Loss Cntrl	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
	518.63.40	Grants & distribution to local gvmnt	\$ -	\$ -		
	553.30.41	Shoreline Grant	\$ -	\$ -	\$ -	\$ -
	558.40.00	Comm. Planning & Economic Devlpmnt.		\$ -		\$ -
	594.34.60	Capital Exp. Water Utilities	\$ -	\$ -	\$ -	\$ -
	595.30.63	Street Preservation	\$ 349,650.00	\$ 163,198.38	\$ 54,399.46	\$ -
	595.61.63	Sidewalk Proj	\$ -	\$ -	\$ -	\$ -
	597.00.01	Interfund Transfer	\$ -	\$ 30,000.00	\$ 10,000.00	\$ -
Totals			\$ 354,650.00	\$ 193,198.38		\$ 5,000.00
Difference	\$ -					

Comp plan update - city share in planning, general fund

2026 Budget		Water Fund		Months Remaining: 3			CPI	1.07	
Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt		
401	343.40.00	Water Rcpts	\$ 550,000.00	\$ 390,979.43	\$ 130,326.48	\$ 521,305.91	\$ 522,000.00	How much will new homes raise this? This was higher than normal in 2024 because of contract revenue. Plus this doesn't include proposed rate increase.	
	343.40.00.01	Wtr Svc Connection	\$ 200.00	\$ 5,839.85	\$ 1,946.62	\$ 7,786.47	\$ 200.00		
	343.40.00.02	New Accounts	\$ 2,000.00	\$ 2,351.46	\$ 783.82	\$ 3,135.28	\$ 2,000.00		
	343.40.00.03	Contracts Revenue	\$ 40,700.00	\$ 39,661.26	\$ -	\$ -	\$ 39,000.00	New BARS code is this accurate for contract revenue?	
	359.90.00	Late Fees	\$ 7,000.00	\$ 7,188.81	\$ 2,396.27	\$ 9,585.08	\$ 9,000.00		
	359.91.00	NSF, Lien, Shut off	\$ -	\$ -	\$ -	\$ -			
	361.40.00	Interfund Interest	\$ -	\$ -	\$ -	\$ -			
	368.50.00	Assessment Rev	\$ -	\$ -	\$ -	\$ -			
	389.10.00	Refunds/Reimb	\$ -	\$ -	\$ -	\$ -			
	Totals			\$ 599,900.00	\$ 446,020.81	\$ 135,453.18	\$ 541,812.73		\$ 572,200.00
	534.80.10	Salaries, Water	\$ 187,382.00	\$ 133,500.13	\$ 44,500.04	\$ 178,000.17	\$ 183,243.00		
	534.80.15	Overtime	\$ -	\$ -	\$ -	\$ -	\$ -		
	534.80.20	Benefits, Water	\$ 55,057.69	\$ 48,061.97	\$ 16,020.66	\$ 64,082.63	\$ 48,111.25		
	534.80.31	Operating Supp	\$ 20,000.00	\$ 74,968.75	\$ 24,989.58	\$ 99,958.33	\$ 30,000.00		
	534.80.32	Fuel, Water	\$ 5,500.00	\$ 5,403.78	\$ 1,801.26	\$ 7,205.04	\$ 7,000.00		
	534.80.35	Small Tools, Equip	\$ 5,000.00	\$ 2,867.48	\$ 955.83	\$ 3,823.31	\$ 10,000.00		
	534.80.36	Veh. Op. Supplies	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	450. weed eaters, 300. cargo rack Do we need this?	
	534.80.37	Op. Supp, Gen. Wtr	\$ 4,200.00	\$ 3,149.46	\$ 1,049.82	\$ 4,199.28	\$ 6,000.00		
	534.80.40	Doh Operating Permit	\$ 1,800.00	\$ 1,329.85	\$ 443.28	\$ 1,773.13	\$ 1,500.00		
	534.80.41	Excise Tax To State	\$ 30,000.00	\$ 21,385.05	\$ 7,128.35	\$ 28,513.40	\$ 35,000.00	3150. computers	
	534.80.41	Prof Services	\$ 99,600.00	\$ 14,121.90	\$ 4,707.30	\$ 18,829.20	\$ 30,000.00		
	534.80.42	Communications	\$ 9,000.00	\$ 7,284.14	\$ 2,428.05	\$ 9,712.19	\$ 9,500.00		
	534.80.43	Travel/Training	\$ 2,800.00	\$ 2,290.42	\$ 763.47	\$ 3,053.89	\$ 3,000.00	Back in 2022 there was a \$3000 charge here; nothing since; think this is for software, probably rolled into another account Hasn't been expenses here since before 2019	
	534.80.44	Advertising/Legal	\$ -	\$ -	\$ -	\$ -	\$ -		
	534.80.45	Comp. SCADA	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -		
	534.80.45.01	Op. Rentals, Leases	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	2026 rate	
	534.80.46	Liability Insurance	\$ 36,001.00	\$ 35,978.80	\$ 11,992.93		\$ 50,000.00		
	534.80.47	Utilities	\$ 32,200.00	\$ 21,208.19	\$ 7,069.40	\$ 28,277.59	\$ 29,000.00		
	534.80.48	Repairs & Maint	\$ 99,459.31	\$ 122,556.77	\$ 40,852.26	\$ 163,409.03	\$ 119,045.75	8,875 city hall, 1675 40ft lift, 3,100 valve service	
	534.80.49	Misc. Refunds	\$ -	\$ -	\$ -	\$ -	\$ -		
	534.80.49.01	Wtr. Utilities, Other	\$ 1,000.00	\$ 447.31	\$ 149.10	\$ 596.41	\$ 600.00		
	534.80.49.02	Water Testing	\$ 1,350.00	\$ 1,951.00	\$ 650.33	\$ 2,601.33	\$ 3,500.00		
	534.80.49.03	Water lien Filing	\$ 150.00	\$ 36.00	\$ 12.00	\$ 48.00	\$ 200.00		
	534.80.49.04	Dues, Fees	\$ 8,400.00	\$ 2,992.39	\$ 997.46	\$ 3,989.85	\$ 4,500.00		
	591.31.70	Leases		\$ 1,048.69	\$ 349.56	\$ 1,398.25	\$ 2,000.00		
	Totals			\$ 599,900.00	\$ 500,582.08	\$ 166,860.69	\$ 626,471.04	\$ 572,200.00	
	Difference	\$	(0.00)						

SCADA runs \$395 a year for annual fee

2020 2026 Budget

Water Capital Improvements Fund

Months Remaining: 3

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt	
403	343.40.00	Availability ltrr	\$ 100.00	\$ -	\$ -	\$ -	\$ 50.00	
	345.81.00	Cap Impact Fee	\$ 5,000.00	\$ 49,608.00			\$ 8,200.00	
	379.10.00	Cap Impr Fee	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	
	361.10.00	Interest	\$ 9,000.00	\$ 6,019.69	\$ 2,006.56	\$ 8,026.25	\$ 8,000.00	
	368.50.00	Assmnt Rev	\$ 600,400.00	\$ 503,386.01	\$ 167,795.34	\$ 671,181.35	\$ 640,000.00	Doesn't include proposed rate increase
	397.00.00	Transfer in	\$ -	\$ -	\$ -	\$ -	\$ -	
	398.10.00	Insurance Reimb	\$ -	\$ -	\$ -	\$ -	\$ -	
	308.31.00	Beginning balance	\$ -			\$ -	\$ -	
Totals			\$ 617,500.00	\$ 559,013.70	\$ 169,801.90	\$ 679,207.60	\$ 656,250.00	
	534.80.41.1	Major Mntnce prjcts	\$ -	\$ -	\$ -	\$ -	\$ -	
	534.80.41.2	Prof. Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	
	594.34.63	Capital Projects	\$ 543,500.00	\$ 757,859.70	\$ 105,437.61	\$ 863,297.31	\$ 582,250.00	Will need to include retainage from Orchard(31710), 18,000 chlorine sensors, 28,500 SCADA controls, 2,376 meters, 32000 power transfer switch
	597.04.09	Transfer out USDA	\$ 74,000.00	\$ 73,359.64	\$ 73,359.64	\$ 74,000.00	\$ 74,000.00	
Totals			\$ 617,500.00	\$ 831,219.34	\$ 178,797.25	\$ 937,297.31	\$ 656,250.00	
Difference			\$ -					

2026 Budget

Water Debt Service Fund

Months Remaining:

3

Fund	BARS	Name	Budget, 2025	YTD	Estimate	2024 Estimate	2024 Adj Bdgt
	407 397.04.01	Transfer In/Water	\$ -	\$ -	\$ -		\$ -
	397.04.09	Transfer In/USDA	\$ 74,000.00	\$ 73,359.64	\$ 24,453.21		\$ 74,000.00
Totals			\$ 74,000.00	\$ 73,359.64			\$ 74,000.00
	591.34.72	Debt Principal	\$ 59,800.00	\$ 59,540.12	\$ 19,846.71		\$ 59,800.00
	592.34.83	Debt Interest	\$ 14,200.00	\$ 13,819.52	\$ 4,606.51		\$ 14,200.00
Totals			\$ 74,000.00	\$ 73,359.64			\$ 74,000.00
Difference	\$ -						

\$300,000 USDA pay-off amount for 2024.

2019 2026 Budget		Stormwater Fund	Months Remaining:					3	CPI	1.07			
Fund	BARS	Name	Budgeted, 2025		YTD	Estimate	2025 Estimate	2025 Adj Bdgt					
415	343.10.00	Sales & Receipts	\$	160,000.00	\$	121,026.72	\$	40,342.24	\$	161,368.96	\$	157,000.00	Doesn't include proposed rate increase
	359.90.00	Late Fees	\$	2,500.00	\$	1,775.19	\$	591.73	\$	2,366.92	\$	2,400.00	
	359.91.00	NSF/Lien Fees	\$	-	\$	-	\$	-	\$	-	\$	-	
	361.10.00	Interest	\$	-	\$	-	\$	-	\$	-	\$	-	
	369.90.00	Miscellaneous	\$	-	\$	-	\$	-	\$	-	\$	-	
	389.10.00	Refunds	\$	-	\$	-	\$	-	\$	-	\$	-	
Totals			\$	162,500.00	\$	122,801.91	\$	40,933.97	\$	163,735.88	\$	159,400.00	
	531.10.10	Salaries	\$	86,134.00	\$	61,907.50	\$	20,635.83	\$	82,543.33	\$	96,851.00	includes vacation buyout
	531.10.20	Benefits	\$	23,450.31	\$	22,815.74	\$	7,605.25	\$	30,420.99	\$	25,450.30	
	531.10.31	Op. Supplies	\$	5,000.00	\$	5,468.89	\$	1,822.96	\$	7,291.85	\$	5,000.00	
	531.10.32	Fuel	\$	3,650.00	\$	2,146.59	\$	715.53	\$	2,862.12	\$	2,400.00	
	531.10.41	Prof. Svcs./Gen. Ins.	\$	31,265.69	\$	20,764.42	\$	6,921.47	\$	27,685.89	\$	30,000.00	AWC Insurance 11,000, 1800. computers
	531.10.42	Communications	\$	1,400.00	\$	994.02	\$	331.34	\$	1,325.36	\$	1,400.00	
	531.10.43	Training	\$	-	\$	-	\$	-	\$	-	\$	-	
	531.10.47	Utilities	\$	1,600.00	\$	1,306.58	\$	435.53	\$	1,742.11	\$	1,700.00	
	531.10.48	Repairs, Maint	\$	10,000.00	\$	2,928.71	\$	976.24	\$	3,904.95	\$	8,000.00	450. weed eaters, 300. cargo rack, 5325 city hall
	591.31.70	Leases	\$	-	\$	445.66	\$	148.55			\$	500.00	
	594.31.63	Constr, Infrastr	\$	-	\$	-	\$	-			\$	-	
	Totals			\$	162,500.00	\$	118,778.11	\$	39,592.70	\$	157,776.60	\$	171,301.30
Difference		\$	(11,901.30)										

<i>Yearly Revenue Estimated</i>			
Normal Rate	\$13.05		
Senior Rate	\$9.09		
Normal Units	953		
Senior Units From Bias	24	Annual	
		Revenue	
Billing units per month (from Bias)	977		
Current Rate	\$ 151,857.72		
Estimated New Rates (breakeven)	\$ 171,301.30	13%	
Normal	\$ 14.72	estimated increase	
Senior	\$ 10.25		

2026 Budget Agency Fund

Months Remaining:

3

Fund	BARS	Name	Budgeted, 2025	YTD	Estimate	2025 Estimate	2025 Adj Bdgt
633	386.10.00	State Share Violations	\$ 19,000.00	\$ 8,118.94	\$ 2,706.31	\$ 10,825.25	\$ 10,500.00
	398.10.00	Ins. Reimb	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			\$ 19,000.00	\$ 8,118.94	\$ 2,706.31	\$ 10,825.25	\$ 10,500.00
	586.10.00	Agency Share Violations	\$ 19,000.00	\$ 8,918.60	\$ 2,972.87	\$ 11,891.47	\$ 10,500.00
	589.99.00	Other non-exp.	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			\$ 19,000.00	\$ 8,918.60	\$ 2,972.87	\$ 11,891.47	\$ 10,500.00

Estimated Beginning Balances for 2025 Budget

Remember, estimated ending balance will be higher than it most likely will actually be as most funds won't have expenditures this high for the next two months.

Fund	Beg Balance 2025	Rev as of 10/15	Estimated Rev	Total Est Rev	Exp as of 10/15	Estimated Exp	Total Est. Exp	Estimated Ending Balance 2025	
General 001	\$ 1,187,281.07	\$ 909,858.22	\$ 181,971.64	\$ 2,279,110.93	\$ 876,260.95	\$ 175,252.19	\$ 1,051,513.14	\$ 1,227,597.79	1
Street 101	\$ 37,700.61	\$ 68,450.46	\$ 13,690.09	\$ 119,841.16	\$ 59,519.87	\$ 11,903.97	\$ 71,423.84	\$ 48,417.32	101
Park Impact 103	\$ 89,821.33	\$ 24,212.50	\$ -	\$ 114,033.83	\$ 25,726.22	\$ -	\$ 7,570.97	\$ 106,462.86	103
Street Impact 104	\$ 59,575.00	\$ 18,750.00	\$ -	\$ 78,325.00	\$ 21,021.86	\$ 1,911.08	\$ -	\$ 78,325.00	104
Cap Proj 301	\$ 489,615.79	\$ 177,577.80	\$ 35,515.56	\$ 702,709.15	\$ 103,158.06	\$ 20,631.61	\$ 123,789.67	\$ 578,919.48	301
Grants 302	\$ 31,566.61	\$ 27,888.37	\$ 50,000.00	\$ 109,454.98	\$ 193,198.38	\$ -	\$ 193,198.38	\$ (83,743.40)	302
Water 401	\$ 839,245.54	\$ 446,020.81	\$ 89,204.16	\$ 1,374,470.51	\$ 500,582.08	\$ 100,116.42	\$ 600,698.50	\$ 773,772.02	401
Water Cap Imp 403	\$ 1,509,992.90	\$ 559,013.70	\$ 111,802.74	\$ 2,180,809.34	\$ 831,219.34	\$ 166,243.87	\$ 997,463.21	\$ 1,183,346.13	403
USDA Reserve 404	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64	404
Emergency Res 405	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	405
Water Debt 407	\$ 4,921.08	\$ 73,359.64	\$ -	\$ 78,280.72	\$ 73,359.64	\$ -	\$ 73,359.64	\$ 4,921.08	407
Strm wtr 415	\$ 185,188.21	\$ 122,801.91	\$ 24,560.38	\$ 332,550.50	\$ 118,778.11	\$ 23,755.62	\$ 142,533.73	\$ 190,016.77	415
Agency 633	\$ 1,406.81	\$ 8,118.94	\$ 1,623.79	\$ 11,149.54	\$ 8,918.60	\$ 1,783.72	\$ 10,702.32	\$ 447.22	633

Estimated increase in fund balances

General 001	\$ 40,316.72
Street 101	\$ 10,716.71
Cap Proj 301	\$ 89,303.69
Grants 302	\$ (115,310.01)
Water 401	\$ (65,473.52)
Water Cap Imp 403	\$ (326,646.77)
USDA Reserve 404	\$ -
Emergency Res 405	\$ -
Water Debt 407	\$ 0.00
Stormwater 415	\$ 4,828.56
Agency 633	\$ (959.59)

YTD For budget amendment use 'Budget Amendment Worksheet'

Fund	Beginning Balance	YTD Revenue	YTD Exp.	YTD Ending Balance	Beginning Balance spent/increased
1	\$ 1,187,281.07	\$ 909,858.22	\$ 876,260.95	\$ 1,220,878.34	\$ 33,597.27
101	\$ 37,700.61	\$ 68,450.46	\$ 59,519.87	\$ 46,631.20	\$ 8,930.59
103	\$ 89,821.33	\$ 24,212.50	\$ 25,726.22	\$ 88,307.61	\$ (1,513.72)
104	\$ 59,575.00	\$ 18,750.00	\$ -	\$ 78,325.00	\$ 18,750.00
301	\$ 489,615.79	\$ 177,577.80	\$ 103,158.06	\$ 564,035.53	\$ 74,419.74
302	\$ 31,566.61	\$ 27,888.37	\$ 193,198.38	\$ (133,743.40)	\$ (165,310.01) should be getting \$100,000 from grant revenue before end of year
401	\$ 839,245.54	\$ 446,020.81	\$ 500,582.08	\$ 784,684.27	\$ (54,561.27)
403	\$ 1,509,992.90	\$ 559,013.70	\$ 831,219.34	\$ 1,237,787.26	\$ (272,205.64)
404	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -
405	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -
407	\$ 4,921.08	\$ 73,359.64	\$ 73,359.64	\$ 4,921.08	\$ 0.00
415	\$ 185,188.21	\$ 122,801.91	\$ 118,778.11	\$ 189,212.01	\$ 4,023.80
633	\$ 1,406.81	\$ 8,118.94	\$ 8,918.60	\$ 607.15	\$ (799.66) No issue; beginning balance should go down not up
YTD Totals	\$ 4,595,674.59	\$ 2,436,052.35	\$ 2,790,721.25	\$ 4,241,005.69	

2026 Budget

Fund Description	Estimated Beg. Bal.	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending Balance	Change from Beg. Balance
001 - General	\$ 1,227,597.79	\$ 1,086,080.00	\$ -	\$ 2,313,677.79	\$ 1,026,080.00	\$ 60,000.00	\$ 1,086,080.00	\$ 1,227,597.79	Decr.
101 - Street	\$ 48,417.32	\$ 41,900.00	\$ 60,000.00	\$ 150,317.32	\$ 101,900.00	\$ -	\$ 101,900.00	\$ 48,417.31	Decr.
103 - Park Impact	\$ 106,462.86	\$ 3,800.00	\$ -	\$ 110,262.86	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 80,262.86	Decr.
104 - Street Impact	\$ 78,325.00	\$ 3,000.00	\$ -	\$ 81,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$ 26,325.00	Decr.
301 - Capital Projects	\$ 578,919.48	\$ 151,000.00	\$ -	\$ 729,919.48	\$ 151,000.00	\$ -	\$ 151,000.00	\$ 578,919.48	Same
302 - Grants	\$ (83,743.40)	\$ 5,000.00	\$ -	\$ (78,743.40)	\$ 5,000.00	\$ -	\$ 5,000.00	\$ (83,743.40)	Same
401 - Water	\$ 773,772.02	\$ 572,200.00	\$ -	\$ 1,345,972.02	\$ 572,200.00	\$ -	\$ 572,200.00	\$ 773,772.01	Decr.
403 - Water Capital	\$ 1,183,346.13	\$ 656,250.00	\$ -	\$ 1,839,596.13	\$ 582,250.00	\$ 74,000.00	\$ 656,250.00	\$ 1,183,346.13	Same
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64	Same
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	Same
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 4,921.08	Same
415 - Stormwater	\$ 190,016.77	\$ 159,400.00	\$ -	\$ 349,416.77	\$ 171,301.30	\$ -	\$ 171,301.30	\$ 178,115.47	Decr.
633 - Agency	\$ 447.22	\$ 10,500.00	\$ -	\$ 10,947.22	\$ 10,500.00	\$ -	\$ 10,500.00	\$ 447.22	Same
Total Proposed 2024 Budget	\$ 4,267,841.91	\$ 2,689,130.00	\$ 134,000.00	\$ 7,090,971.91	\$ 2,779,231.31	\$ 134,000.00	\$ 2,913,231.31	\$ 4,177,740.59	

2025 Budget Ordinance #781 Attachment A

Fund Description								Estimated Ending
	Estimated Beg. Bal	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Balance
001 - General	\$ 1,227,597.79	\$ 1,086,080.00	\$ -	\$ 2,313,677.79	\$ 1,026,080.00	\$ 60,000.00	\$ 1,086,080.00	\$ 1,227,597.79
101 - Street	\$ 48,417.32	\$ 41,900.00	\$ 60,000.00	\$ 150,317.32	\$ 101,900.00	\$ -	\$ 101,900.00	\$ 48,417.31
103 - Park Impact	\$ 106,462.86	\$ 3,800.00	\$ -	\$ 110,262.86	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 80,262.86
104 - Street Impact	\$ 78,325.00	\$ 3,000.00	\$ -	\$ 81,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$ 26,325.00
301 - Capital Projects	\$ 578,919.48	\$ 151,000.00	\$ -	\$ 729,919.48	\$ 151,000.00	\$ -	\$ 151,000.00	\$ 578,919.48
302 - Grants	\$ (83,743.40)	\$ 5,000.00	\$ -	\$ (78,743.40)	\$ 5,000.00	\$ -	\$ 5,000.00	\$ (83,743.40)
401 - Water	\$ 773,772.02	\$ 572,200.00	\$ -	\$ 1,345,972.02	\$ 572,200.00	\$ -	\$ 572,200.00	\$ 773,772.01
403 - Water Capital	\$ 1,183,346.13	\$ 656,250.00	\$ -	\$ 1,839,596.13	\$ 582,250.00	\$ 74,000.00	\$ 656,250.00	\$ 1,183,346.13
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 4,921.08
415 - Stormwater	\$ 190,016.77	\$ 159,400.00	\$ -	\$ 349,416.77	\$ 171,301.30	\$ -	\$ 171,301.30	\$ 178,115.47
633 - Agency	\$ 447.22	\$ 10,500.00	\$ -	\$ 10,947.22	\$ 10,500.00	\$ -	\$ 10,500.00	\$ 447.22
Total Proposed 2025 Budget	\$ 4,267,841.91	\$ 2,689,130.00	\$ 134,000.00	\$ 7,090,971.91	\$ 2,779,231.31	\$ 134,000.00	\$ 2,913,231.31	\$ 4,177,740.59

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN SNOHOMISH COUNTY AND THE CITY OF GOLD BAR
TO PROVIDE ANIMAL CONTROL TRANSPORT SERVICES

THIS INTERGOVERNMENTAL SERVICES AGREEMENT FOR ANIMAL CONTROL TRANSPORT SERVICES (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (hereinafter the “County”), and the City of Gold Bar, a municipal corporation of the State of Washington (hereinafter the “City”).

RECITALS

- A.** The City’s geographical boundaries lie entirely within the County; and,
- B.** The City possesses the power, legal authority, and responsibility to provide animal control services within its boundaries; and,
- C.** The County, through the Snohomish County Auditor’s Office (hereinafter “Auditor”), possesses an established animal control unit and possesses the power and legal authority to extend those services into the geographical area of the City; and,
- D.** The City wishes to retain and perform all of the functions necessary to provide the City’s animal control services except for animal transport services to the Everett Animal Shelter; and,
- E.** The City desires to enter into an agreement with the County whereby the County will provide animal transport services to the Everett Animal Shelter on behalf of the City. The County desires to enter into such agreement, so long as the County does not incur any greater responsibility and/or liability than it would normally have imposed upon it by law for the provision of such services to the citizens of unincorporated Snohomish County.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Animal Control Transport Services

- a. The County will provide to the City the Animal Control Transport Services during normal business hours on non-holiday weekdays, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- b. The County will provide to the City the Animal Control Transport Services, rendering such services in the same matter, and with the same equipment, as is customarily provided by the County in the unincorporated Snohomish County, unless otherwise set forth herein.
- c. The County will provide one (1) animal control officer and related equipment to respond to requests from Authorized Persons for Animal Control Transport Services. "Authorized Persons" shall be limited to the City of Gold Bar Animal Control Officer, the Mayor of Gold Bar, the Gold Bar Region Sheriff Deputies, City of Gold Bar City Clerk and/or City of Gold Bar City Administrator.
- d. Animal Control Transport Services shall include pick up and transport of dogs to the Everett Animal Shelter from a location within the City.
- e. The Auditor or his/her designee shall formulate the manner and degree to which such services are rendered after seeking input from the City Mayor or his/her designee. In the event of dispute between the parties as to the minimum level or manner of performance of such services, the determination made by the County, through the Auditor, shall be final and conclusive.

2. City Responsibilities

In support of the County providing services described in Section 1:

- a. The City shall continue to provide all other aspects of the City's animal control functions to its citizens.
- b. The City shall maintain a contractual relationship with Snohomish 911 for the provision of 911/radio dispatching services;
- c. The City shall maintain a contractual relationship with the Everett Animal Shelter, or other appropriate shelters, for the provision of impound services.
- d. All costs related to housing, feeding, watering, daily care, veterinary care, release to owner and adoption services, euthanasia, and disposal of remains services for animals delivered to the shelter by the County on behalf of the City shall remain the responsibility of the City.

3. Term of Agreement

The term of this Agreement shall be for a period commencing on mutual execution by the parties, and continuing through December 31, 2029, unless terminated sooner as provided herein.

4. Compensation

- a. The County shall be reimbursed in full by the City for the actual costs of the Animal Control Transport Services provided by the County. The rate of payment to the County for Animal Control Transport Services for 2026 shall be:
 - i. 8:30 a.m. to 5:00 p.m. on non-holiday Monday through Friday. A fee of \$186.56 for each call for service (numbered event). This fee is based on the direct cost to the County to provide for the average animal control related call for service based on mileage, hourly wage and benefits.
- b. The County will routinely monitor the services provided and will adjust the billing to accurately reflect the actual costs incurred in the provision of services to the City. The County may adjust fees imposed pursuant to this agreement on an annual basis to be effective on January 1 of each calendar year. If the County intends to adjust its fee, it will notify the City by October 1 of the preceding year.
- c. The County shall invoice the City for all Animal Control Transport Services. Invoices will be sent within ten (10) days after the last day of the previous month and include a report of all Animal Control Transport Services provided under this Agreement, including all calls for service (numbered events), by hour and type, to which the County responded and upon which the billing is based.
- d. The City shall pay the County within thirty (30) days after the receipt of the County's invoice.

5. Resources

Except as otherwise stipulated, the County and the City each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party.

6. Records

The County shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after expiration or termination of this Agreement. The City or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the County that are directly related to this Agreement for the purposes of audit examinations, excerpts, or

transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement, and for which payment has been made on behalf of the City, shall be refunded to the City.

7. Termination

- a. Except as provided in Section 7.b below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- b. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.
- c. Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 7, the City shall pay the County for all Animal Control Transport Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. No payment shall be made by the City for any expense incurred or Animal Control Transport Services performed following the effective date of termination unless authorized in writing by the City.

8. Notices

Any notice required or permitted to be given under this Agreement shall be sent either by certified mail, return receipt requested, or by personal delivery. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or three (3) days after the date deposited in the mail.

- a. Any notice from the City to the County shall be sent or delivered to:

Snohomish County Animal Services
Snohomish County Auditor's Office
3000 Rockefeller Avenue, M/S 306
Everett, WA 98201

- b. Any notice from the County to the City shall be sent or delivered to:

Mayor
City of Gold Bar

9. Hold Harmless/Indemnification/Defend

- a. **City's Indemnification of the County.** The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this Agreement, including claims by City employees or third parties, except for those damages or injuries solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.
- b. **County's Indemnification of the City.** The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, and agents, against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursement, arising out of the performance of this agreement, including claims by County employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.
- c. It is recognized, understood and agreed that in executing this agreement that the City contracts by Interlocal Agreement with Snohomish County for Police Services, Prosecution, Defense, Court Services and other services. The parties agree that this Agreement makes no modification or change in any terms, particularly, but not limited to indemnification, defense and hold harmless provisions in any other Interlocal Agreements between Snohomish County and the City of Gold Bar for police services or other services.
- d. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
- e. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- f. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Insurance

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

11. Miscellaneous

- a. Independent Contractor

The County will perform all Animal Control Transport Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed Animal Control Transport Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

- b. Legal Requirements

In performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations.

- c. No Third Party Beneficiary

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

- d. Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

e. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law

f. No Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

g. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

h. Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

CITY OF GOLD BAR

BY: _____

DATE: _____

Steve Yarbrough, Mayor

APPROVED AS TO FORM:

_____, City Attorney

DATE: _____

SNOHOMISH COUNTY

BY: _____
Dave Somers, County Executive

DATE: _____

RECOMMENDED FOR APPROVAL:

Garth Fell, Snohomish County Auditor

DATE: _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE: _____

CITY OF GOLD BAR CEMP ANNEX

This Annex is a part of the Snohomish County Comprehensive Emergency Management Plan (CEMP) and provides specific information for City of Gold Bar.

Promulgation Date:
November XX, 2025

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Promulgation

WHEREAS all people and property within City of Gold Bar are at risk to a wide range of natural, technological, and human-caused hazards, and

WHEREAS the Revised Code of Washington and the Washington Administrative Code require a Comprehensive Emergency Management Plan be in place to address local emergency operations; and

WHEREAS, when an incident occurs; local response agencies will use the National Incident Management System (NIMS) to plan, train, exercise and respond in a coordinated manner to protect people and natural resources; and to minimize property damage within the community; and

WHEREAS, this Annex to the Snohomish County Comprehensive Emergency Management Plan (CEMP) coordinates the response of emergency personnel and supporting services of all City of Gold Bar agencies in the event of an emergency or disaster and during the aftermath thereof; and

WHEREAS, named organizations have the responsibility to prepare and maintain standard operating procedures and commit to the training and exercises required to support this Annex and the Snohomish County Comprehensive Emergency Management Plan;

NOW, THEREFORE, we the undersigned, by virtue of the power and authority vested in us by the laws of this State do hereby adopt the City of Gold Bar Annex to the Snohomish County Comprehensive Emergency Management Plan, dated **November XX, 2025**. This Annex can be put into action by the undersigned.

IN WITNESS WHEREOF, we have subscribed our signatures;

ATTEST: APPROVED:

Lisa Stowe, City Clerk-Treasurer

Steve Yarbrough, Mayor of Gold Bar

1. Forward

1.1 Approval and Implementation

The City of Gold Bar's CEMP Annex establishes an all-hazards approach to enhance the City of Gold Bar's ability to manage emergencies and disasters. It defines how emergency management will be coordinated within the City of Gold Bar in order to save lives; protect public health, safety, property, the economy, and the environment; and foster a return to a normal way of life. It does this by:

- Identifying how organizations within the City of Gold Bar coordinate to prepare for and mitigate against hazards of all kinds.
- Assigning responsibilities to organizations and individuals during emergencies that exceed the routine capability of any one agency.
- Setting forth lines of authority and organizational relationships.
- Describing how multi-agency actions will be coordinated.
- Identifying personnel, equipment, facilities, supplies, and other resources available within the City of Gold Bar or by agreement with other jurisdictions.

This Annex was developed through collaborative efforts of the City of Gold Bar's departments, public safety agencies, and Snohomish County Department of Emergency Management (DEM). This Annex applies to emergency management activities coordinated by City of Gold Bar.

This version dated November XX, 2025 supersedes all previous editions.

2. Introduction

2.1 Purpose

This Annex (“Annex”) is an all-hazards annex to the Snohomish County (“County”) Comprehensive Emergency Management Plan (CEMP) for the City of Gold Bar. The Annex describes how the City of Gold Bar’s preparedness, response, and recovery activities are coordinated. The Annex may be applied to any incident, natural or human caused, that involves the response of multiple departments or agencies outside the scope of normal operations or has the potential to exceed normal capabilities.

The Annex describes how the City of Gold Bar:

- Plans, trains, and exercises in preparation for disasters and emergencies.
- Partners with external stakeholders and community members to take an all-hazards, whole community approach to disaster preparedness, mitigation, response, and recovery.
- Identifies and implements mitigation strategies that reduce vulnerability to hazards.
- Establishes and enacts lines of authority and partnerships to execute tasks and responsibilities.
- Clarifies functions and responsibilities of participating and cooperating departments, agencies, municipalities, organizations, and individuals.
- Develops processes to effectively return the City of Gold Bar to normal as soon as possible.

2.2 Scope

This Annex coordinates prevention, response, and recovery efforts to disasters and emergencies impacting the incorporated area of City of Gold Bar. As an annex to Snohomish County’s CEMP, the Annex also describes the coordination between City of Gold Bar and Snohomish County through the Department of Emergency Management (DEM) and the County’s Emergency Operations Center (EOC).

Each department and responsible entity identified in this Annex will use the annex and the County’s CEMP as the basis for development and implementation of plans, policies, procedures, and guides to direct response and recovery in the event of a disaster or emergency to the City of Gold Bar.

3. Situation

3.1 Jurisdiction Profile and Demographics

The City of Gold Bar is located in Snohomish County, approximately 30 miles east of the City of Everett, on State Route 2, and 40 miles west of Stevens Pass. State Route 2 (US 2) provides the only transportation access to the community.

Gold Bar is one of several communities in the Skykomish Valley. While the city includes the Wallace River and May Creek, the Skykomish River shapes the physical landscape of the region forming the east-west valley that leads to the Cascades. Some portions of the city are subject to flooding related to these three watercourses.

The city is framed on the north and south by rugged foothills that are largely undeveloped. Timber harvesting occurs in some areas outside the city and a gravel quarry is located nearby. Due to steep slopes and geological conditions, future development is limited in the areas to the north and south.

Founded September 16, 1910

Elevation 207 ft.

Area 1.06 square miles

Population 2,403

Density 2,267 /sq mi

3.2 Hazard Identification and Risk Assessment (HIRA)

The Snohomish County Hazard Mitigation Plan (HMP) is published separately, and the accompanying risk assessment provides information on potential natural, technological, and human caused hazards throughout the County. The dynamic and cascading variables of a disaster may alter this assessment.

The Hazard Identification and Risk Assessment (HIRA) identifies Snohomish County's hazards and their potential and estimated consequences (including impacts to residents, buildings and infrastructure, the economy, and the natural environment.) The HIRA identifies those hazards the County is at risk from as the basis for an all-hazards approach to preparedness, mitigation, response, and recovery. The table below is the ranking of the 13 hazards, from highest to lowest, that City of Gold Bar faces. For more information on each hazard, please refer to the City of Gold Bar's Annex in the Snohomish County Hazard Mitigation Plan.

Ranked Hazards	Local Description of Exposure and Vulnerability
Wildfire	Smoke and transportation issues related to wildland fire has previously impacted the City, most recently in the summer of 2022 from the Bolt Creek fire that burned almost 15,000 acres 20 miles

	to the east. Concerns include public health (from smoke), public safety, transportation, impacts to economic development (loss of business and tourism), water supply/quality, and subsequent landslide risk. Much of the City's UGA lies in a wildland/urban interface and is at high risk of wildland fire, given the right circumstances (e.g. high winds, low humidity, etc.) High vulnerability and impact exists. If wildfires impact other jurisdictions, regional air quality and transportation systems may deteriorate, increasing public health risks and limiting access to the City. Economic losses from tourism and business disruption may extend into Gold Bar, especially if nearby recreational areas are affected.
Earthquake & Tsunami	The City of Gold Bar sits within the Cascadia Subduction Zone, a seismically active region stretching from British Columbia to Northern California. This fault system has generated powerful earthquakes at least five times over the past 2,000 years, and a future megaquake poses a significant threat to the region. Within the City, all infrastructure is at risk, particularly older buildings. In the event of a major earthquake, the City could become isolated due to damage to critical transportation infrastructure, including the SR-2 bridges east and west of city limits. These routes are essential for bringing emergency aid into the area and for evacuating residents. Their loss would create population islands, severely limiting access to resources, medical care, and external support for days or even weeks. The compounded effects of structural damage, transportation disruption, and limited communication capacity underscore the City's high vulnerability to seismic events and their cascading impacts. Gold Bar is located inland from Puget Sound with no direct impact from a tsunami. Moderate vulnerability exists to transportation west of the city. If coastal jurisdictions are directly impacted by a tsunami, regional transportation, emergency services, and supply chains may be disrupted, potentially delaying aid and resources to Gold Bar. Evacuees from affected areas could increase demand on local shelters and public services.
Flood	Flooding remains one of the most persistent and high-impact hazards facing the City of Gold Bar. Bordered by the Skykomish and Wallace Rivers, the City is inherently vulnerable to riverine flooding, particularly during heavy rain events, snowmelt, and La Niña years. A dike along the Wallace River established many years ago by unknown persons continues to deteriorate. Failure of this dike would effect both city and county residents. As climate change

	increases the intensity and unpredictability of precipitation events, the City's vulnerability to flood remains high.
Hazardous Materials	Due to its proximity to key transportation corridors, the City of Gold Bar faces a notable vulnerability to hazardous materials incidents. A major east-west rail line runs along the north bank of the Skykomish River. This active rail corridor regularly transports freight, including potentially hazardous substances. Additionally, the City is traversed by US Highway 2—which is heavily trafficked by commercial vehicles such as tanker trucks and tractor trailers. This transportation route passing through populated and critical infrastructure areas increases the risk of hazmat-related accidents, spills, or derailments that could impact public safety and environmental health. Moderate vulnerability exists.
Severe Weather Events	On November 5, 2022, a severe wind and rainstorm caused minor flooding, and downed dozens of trees and powerlines throughout the City, causing 100s of residents to lose power for more than 72 hours. All infrastructure within the City is at risk of vulnerability, especially older infrastructure. High vulnerability to infrastructure, including roads and power, exists.
Extreme Heat & Drought	The City of Gold Bar is increasingly vulnerable to extreme heat events due to a combination of environmental and demographic factors. Areas with development, limited tree canopy, and high concentrations of asphalt and concrete amplify temperatures during heatwaves, posing serious health risks. This is especially concerning given the city's population profile: approximately 17% are children and 13% are seniors. These groups are particularly susceptible to heat-related illnesses and may face barriers to accessing cooling resources. As climate change drives more frequent and intense heat events, the city's vulnerability is expected to grow. As of 2025, 100% of Snohomish County is affected by drought conditions, with the area experiencing its 6th driest year-to-date in 131 years and a precipitation deficit of over 11 inches. The Washington State Department of Ecology issued a drought emergency declaration for portions of Snohomish County in June 2025, citing water supply shortages and reduced snowpack levels. As climate projections indicate continued variability in precipitation and snowpack, vulnerability will increase.
Cybersecurity	The City is often the recipient of malicious e-mail attempts for phishing. City IT staff continually work to mitigate with updating software, backing up files, and training the other City staff to identify attempts to break into the network. All City infrastructure, including the wastewater treatment plant, water facilities, City

	Hall, and the Public Works yard, would be at risk. Moderate vulnerability exists. If a cybersecurity breach affects other jurisdictions, regional IT networks and shared systems may be compromised, increasing the risk of intrusion into the City’s infrastructure. Disruption to interagency communication and emergency coordination could delay response efforts. Additionally, attacks on nearby utilities or government systems may indirectly impact City operations and public services.
Dam Failure	The City is located just east of an identified inundation area of Culmback Dam (managed by Snohomish PUD). Inundation would impact residents and businesses along the Skykomish River. Low vulnerability, due in part to established alert systems, distance from the dam, and training and resources offered by Snohomish PUD and Snohomish County. If jurisdictions downstream of the City are more severely impacted by dam failure, regional transportation, utilities, and emergency services may be disrupted, limiting access to mutual aid and critical resources. Environmental contamination and economic ripple effects may also extend into the City, complicating recovery efforts.
Active Assailant	The City of Gold Bar faces a low vulnerability to active assailant incidents due to a limited amount of public gathering spaces. Hosting a few special events annually—including parades and festivals, the City presents few soft targets for manmade threats. Schools are susceptible as targets for active assailants and the city has only one. The City’s limited ingress/egress routes, increase the complexity of emergency response and evacuation. Still, Low vulnerability exists.
Disease Outbreak	The City of Gold Bar and its surrounding areas are susceptible to human health hazards, particularly due to their location along US Highway 2. This corridor facilitates high volumes of regional and interstate travel, increasing exposure to communicable diseases and other public health threats. The COVID-19 pandemic highlighted the vulnerability of communities like Gold Bar to widespread health emergencies. It underscored the importance of preparedness, rapid response coordination, and resilient healthcare and communication systems. Challenges such as supply chain disruptions, limited access to medical resources (the City has no hospital, medical centers, or offices), create moderate risk.
Mass Earth Movement	The City of Gold Bar contains very few steep slope areas adjacent to roadways, residential neighborhoods, and commercial zones. While historically considered to have low vulnerability, changing climate conditions—particularly the increase in frequency and

	intensity of heavy rainfall events—have elevated the risk of mass earth movement in areas outside the city. If mass earth movement affects other jurisdictions, regional transportation routes and utility corridors may be disrupted, limiting access to and from the City. Emergency response resources could be diverted or delayed, especially if neighboring areas experience widespread damage. River systems may also carry debris or sediment downstream, impacting increased flood risk within the City.
Volcano	The City of Gold Bar is exposed to volcanic hazards primarily from Glacier Peak, an active volcano located in eastern Snohomish County, and to a lesser extent from Mount Rainier. Glacier Peak has produced some of the most explosive eruptions in the continental U.S. over the past 15,000 years, generating massive volumes of volcanic ash and lahars—volcanic mudflows—that have historically traveled down river valleys now occupied by farms, homes, and infrastructure. While the City is not in the immediate impact zone, ashfall from a major eruption could affect air quality, transportation, and power systems, while lahars could disrupt regional water systems and downstream communities. Vulnerable populations, including seniors, children, and those with disabilities, may face heightened risks due to limited mobility and access to emergency resources. Buildings and infrastructure, especially older structures, could be impacted by ash accumulation and service disruptions. Moderate vulnerability exists, but much could be mitigated with preparedness measures, education, and identification of evacuation routes. If a major eruption occurs outside Snohomish County but within the region, transportation, air quality, and power systems could be severely disrupted, affecting the City even if it is outside the immediate impact zone. Ashfall may damage infrastructure, while vulnerable populations could face heightened health and mobility risks. Economic impacts may also be felt locally, especially if the regional workforce—including City residents employed in affected areas—is displaced or unable to commute.
Aircraft Accident	The city has no aircraft infrastructure. If an aircraft accident occurred outside the City, such as at Paine Field or Boeing, public safety concerns may arise from hazardous materials or airspace disruptions. Impacts to the local workforce could be significant, as many residents are employed at these facilities and emergency response resources may also be strained, particularly if multiple jurisdictions are involved.

3.3 Economy

Gold Bar is known as a destination for those seeking the outdoors. One of the most popular low elevation hikes in the metro Seattle area, the trail to Wallace Falls, is located on the north margin of the city. More than 160,000 people visit Wallace Falls State Park annually. Gold Bar is also a neighbor to the Reiter Foothills. Hikers, Bikers, and off-road enthusiasts all enjoy the area.

Gold Bar has limited local employment with a majority of its residents working outside the city.

3.4 Government Structure

Gold Bar is a non-charter code city with a mayor–council government. The city's residents elect a mayor and five members to the city council, all serving four-year terms from at-large seats. The city council serves as the legislative body, while the mayor is empowered to cast tiebreaking votes in addition to their normal duties as the administrator of the city government.

3.5 Operations

- When possible, the City of Gold Bar Emergency Management Office will provide warning to its citizens of an impending disaster. If a disaster occurs, city, county, fire district and other forces shall respond.
- The first priority shall be the preservation of life, with other mitigation and recovery efforts second.
- Each affected jurisdiction shall maintain control of its own operations, with the City of Gold Bar's Emergency Management Office, providing coordination and assistance as necessary.
- The City of Gold Bar EM Coordinator (CEMC), in coordination with Snohomish County DEM, will respond to the scene to provide field personnel, communications and on-scene coordination if requested by the Unified commander.
- If the disaster should exceed any jurisdiction's capabilities, the Mayor or designated City Unified Commander shall request additional assistance through Snohomish County DEM.
- Disaster Recovery Centers (DRCs), including the American Red Cross, shall provide either individual or mass assistance to disaster victims.
- Disaster operations will be carried out according to existing Disaster Plans and shall be coordinated by officials in their respective EOC(s) using the Incident Command System.]

3.6 Whole Community

The whole community approach to emergency management refers to a commitment to incorporating participation and input from partners in the private and nonprofit sectors, including nongovernmental organizations and the public into emergency preparedness activities. The importance of the whole community in emergency management planning is that individuals, families, businesses, government, nonprofit and faith-based organizations come together to prepare for disasters and represent the needs of their respective communities. This includes those with limited English proficiency, access and functional needs, aging populations, children,

and those from culturally diverse backgrounds. This Annex endeavors to engage the whole community during the planning process.

Whole community also includes a determination of the best ways to organize and strengthen resources, capacities, and interests. Engaging in whole community emergency management planning builds a more effective path to societal security and resilience. This Annex supports the following whole community principles:

- Understand and meet the needs of the entire community, including people with disabilities and those with other access and functional needs.
- Engage and empower all parts of the community to assist in all phases of the disaster cycle, including those who do not speak English as a primary or native language.
- Strengthen activities that work well daily to be leveraged in a disaster response.

In keeping with the whole community approach, this Annex was developed with the guidance of representatives from Sultan School District and from City of Gold Bar's City/Town departments, law enforcement, fire services, emergency management, the access and functional needs communities, and various other stakeholders.

3.7 Planning Assumptions

The following assumptions apply to this Annex:

- Local authorities maintain operational control and responsibility for emergency management activities within their jurisdiction, unless otherwise superseded by statute or delegation of authority.
- Some emergencies or disasters will occur with enough warning that appropriate notification can be achieved to ensure some level of preparation. Other situations will occur with no advanced warning.
- Priority of response and recovery will be to protect life, property, the environment, and the economy.
- An incident may overwhelm the capabilities of the jurisdiction or the County to provide prompt and effective emergency response and recovery.
- If the situation is beyond the response or recovery capabilities of the jurisdiction or county department, then the jurisdiction, county department, or outside agency will request activation of the County's Emergency Operations Center (EOC) who, as available and appropriate, will coordinate with other city, town, tribal, county, State, and Federal emergency management agencies and responders.
- Response and recovery are best coordinated at the lowest level of government.
- Infrastructure damage after a major disaster could cut parts of the county off from assistance. County residents, businesses, and industries need to be prepared to be self-sufficient following a disaster for a minimum of fourteen days.

- Communications systems may be overloaded and/or suffer physical disruption from incident damage and/or loss of staff.
- Emergency personnel may be casualties of the incident, preventing them from performing their assigned emergency duties.
- Separate or cascading incidents may complicate response and recovery operations.
- Survivors may be in life-threatening situations requiring immediate rescue and medical care. Resources for these rescues may not be available.
- Damage to lifeline infrastructure such as roads, rail, air transportation facilities, ports, seaport terminals, communications systems, and utilities (water, power, gas) may hinder emergency response efforts, as well as impact normal distribution of public/private resources (food, fuel, water, etc.).
- The County may be unable to satisfy all emergency resource requests during an emergency or disaster. The arrival of state and/or federal assistance may be delayed dependent upon the magnitude of the disaster.
- Emergency management activities are accomplished using the National Incident Management System (NIMS).
- Before requesting EOC resources, normal operational and mutual aid requests must be exhausted or are forecasted to be exhausted.
- The Annex and activities will align with State and Federal plans unless they inhibit the response and recovery efforts of activities at the local level.
- Department and agency supporting plans and procedures are updated and maintained by responsible parties but align with this Annex.
- The Annex may not cover all aspects of every disaster but provides a framework response to all hazards.
- Vulnerable populations (including but not limited to those who may have special health or medical conditions, disabilities, access and functional needs, limited English proficiency, children, or those that may be experiencing homelessness) have unique needs and may require additional assistance before, during, and after disaster.
- Mitigation activities conducted prior to an emergency or disaster may reduce loss of life, injuries, and damage.

4. Organization, Roles, and Responsibilities

4.1 Responsibilities and Tasks by Phase

Phase of Emergency Management	City of Gold Bar Chief Elected Official (Mayor)
Preparedness	• Participate in training related to emergency response, recovery, or emergency operations.
Response	• Proclaim local emergency. • Provide visible leadership to the community and interact with the media through the Joint Information System. • Request assistance from Snohomish County DEM, including the Joint Information Center, if necessary. • Execute emergency activities authorized by City Code. • Carry out the duties of the Office of the Mayor. • Maintain continuity of government.
Recovery	• Work with staff to prioritize recovery efforts. • Keep the City Council informed of recovery effort needs. • Explore funding options for recovery efforts.
Emergency Operations Center	• Provide policy direction. • Work with local first responders as needed.
Phase of Emergency Management	City of Gold Bar Council
Preparedness	• Participate in training related to emergency response, recovery, or emergency operations.
Response	• Appropriate emergency funds to meet community needs. • Maintain continuity of government.
Recovery	• Appropriate emergency funds to meet community recovery needs. • Explore other funding options.
Emergency Operations Center	•
Phase of Emergency Management	City of Gold Bar Emergency Management Coordinator (CEMC)
Preparedness	• Designate local responsibility for updating this Annex. • Coordinate emergency management program. • Coordinate activities of local agencies in preparing and responding to disasters.

	• Participate in training related to emergency response, recovery, or emergency operations. • Communicate training needs of the jurisdiction to Snohomish County DEM for inclusion in the countywide Integrated Preparedness Plan. • Attend DEM quarterly EOC trainings to maintain EOC skills.
Response	• Provide communication coordination for response agencies during a disaster. • Warn the public of impending disasters and provide adequate instructions before, during, and after an emergency. • Coordinate with SOAR4 (via County Human Services) for provision of basic human needs such as temporary housing, clothing, food, etc. • Work with State and Federal agencies during response and recovery to fulfill unmet community needs. • Assist the Chief Elected Official with public information in coordination with the Joint Information System during response. • Collect and share damage observations, incident reports, or other disaster analysis reports with the County EOC, if activated. • Maintain local operational coordination of disaster response.
Recovery	• Act as point of contact for requesting disaster assistance, other than mutual aid, from other governmental agencies. • Collect damage assessments, incident reports, or other disaster analysis reports as necessary. • Submit damage assessment information to DEM for potential public and individual assistance programs.
Emergency Operations Center	• Coordinate facilities, staff, and equipment availability and use. • Coordinate with the Snohomish County EOC.
Phase of Emergency Management	City of Gold Bar City Clerk and Treasurer
Preparedness	• Prepare and maintain disaster spending policies. • Participate in training related to emergency response, recovery, or emergency operations.
Response	• Ensure disaster related expenditures are made in accordance with applicable laws, regulations, and accounting procedures. • Secure public records as necessary.
Recovery	• Participate in potential public and individual assistance programs in coordination with the County.
Emergency Operations Center	• Document emergency related costs and activities.

Phase of Emergency Management	City of Gold Bar Public Works
Preparedness	• Participate in training related to emergency response, recovery, or emergency operations.
Response	• Provide information on current road conditions. • Maintain and/or repair major thoroughfares and bridges for emergency vehicles. • Coordinate for debris removal and disposal. • Keep storm and water systems sanitary and operational. • Provide barricades and other traffic control equipment as needed. • Provide equipment and operators to assist in emergency situations. • Collect damage observation information. • Coordinate and compile initial damage observation and safety evaluation of essential municipal buildings following disaster.
Recovery	• Brief Mayor and Council in recovery efforts and assist in prioritizing community needs. • Provide for streamlined permitting process in the wake of disaster to facilitate recovery efforts. •
Emergency Operations Center	• Provide status of available staff and equipment. • Coordinate the use of parks for staging areas during disaster response. • Coordinate building inspection teams. • Analyze, map, and disseminate damage observations and safety evaluations to local officials and the Snohomish County EOC.
Phase of Emergency Management	Law Enforcement
Preparedness	• Snohomish County Sheriff's Office provides law enforcement services for City of Gold Bar. • Participate in training related to emergency response, recovery, or emergency operations.
Response	• Provide command and control for law enforcement field operations through established Incident Command Posts. • Provide guidance for emergency traffic control. • Direct or support evacuation efforts as appropriate. • Provide support to the Snohomish County Medical Examiner for identification of the deceased. • Provide support to the Emergency Management Coordinator in the dissemination of emergency warning information to the public. • Participate in initial jurisdiction-wide damage observation as appropriate.

	• Provide support to other departments in traffic control, emergency warnings, road closure and protection of property as appropriate.
Recovery	• Participate in the damage assessment process.
Emergency Operations Center	• Provide status of available staff and equipment.
Phase of Emergency Management	Fire/Emergency Medical Service
Preparedness	• Sky Valley Fire provides fire and medical service for City of Gold Bar. • Participate in training related to emergency response, recovery, or emergency operations.
Response	• Provide command and control for fire/hazmat field operations through established Incident Command Posts. • Provide fire suppression services. • Provide hazardous materials incident command and radiological monitoring. Coordinate with other government agencies as appropriate. • Provide light and heavy rescue response. Coordinate with other government agencies as appropriate. • Provide emergency medical services. When necessary and resources are available, coordinate the establishment of first aid stations, temporary medical treatment facilities and morgues within the jurisdiction. Coordinate transportation to hospitals. • Direct or support evacuation efforts as appropriate. • Provide support to the Emergency Management Coordinator in the dissemination of emergency warning information to the public. • Provide support to other departments in traffic control, emergency warnings, road closure and protection of property as appropriate. • Participate in initial jurisdiction-wide damage observation as appropriate, including the observation of department facilities.
Recovery	•
Emergency Operations Center	• Provide status of available staff and equipment.

4.2 Support Agency Responsibilities and Tasks

Support Agency	Roles and Responsibilities
Sultan School District	The Sultan School District has one facility in Gold Bar. That facility, Gold Bar Elementary School, has a large gymnasium that could be used as emergency shelter for certain types of emergencies. Tasks: • Provide emergency shelter for individuals displaced during an event.
Snohomish County Department of Emergency Management	Purpose Statement: Be leaders and integral partners in all five phases of emergency management: prevention, mitigation, preparedness, response, and recovery) and support efficient, reliable, and integrated 911 service in order to enhance the resilience of Snohomish County. Tasks: • Provide 24/7 Duty Officer support for emergency management related requests. • Provide PIO assistance in developing coordinated messaging and alert and warning. • Provide DEM resources such as, MITRU or other incident support trailers, generators, as requested and available. • Coordinate countywide emergency management training and exercise needs through the Integrated Preparedness Plan. Host requested trainings and exercises. • Participate in countywide and state level planning efforts. • Assist partners in the development of disaster-related plans including CEMP and HMP Annexes, COOP/COG, and EOC plans. • Maintain emergency management plans including the CEMP, HMP, and Disaster Recovery Framework. • Provide EOC and technical support. • Activate and manage the County EOC in response to disasters, including the JIC if required. • Coordinate resource requests to county, state and federal agencies. Deploy liaisons to local EOCs as appropriate and available. • Coordinate Individual Assistance and/or Public Assistance requests with Washington State and FEMA. • Provide public information, education, and outreach on emergency preparedness. • Coordinate the dissemination of public alerts and warnings. • Provide radio and communications support and Auxiliary Communications Services volunteers. • Coordinate disaster recovery activities.

4.3 Direction, Control, and Coordination

4.3.1 Direction

The Mayor, or their designee, of City of Gold Bar is responsible for establishing objectives and policies for City of Gold Bar's emergency response, in concert with the County EOC, and providing general guidance for local disaster response and recovery operations.

4.3.2 Control

The on-scene Incident Commander is responsible for field operations. Some field operations can be handled independently of an EOC, and others require greater coordination with one. The Incident Commander is responsible for the following:

- Direct and control the on-scene response to the emergency and managing the emergency resources committed.
- Demobilization of resources or staff that have exceeded their capacity, functionality, and/or lifecycle, or are no longer needed or projected to be necessary.
- Initiating warning to the population in the impacted incident area and providing emergency instructions.
 - For mass alerting (Reverse 911, EAS, WEA) County DEM or Snohomish 911 will create and send messaging throughout the County, based on direction from the on-scene Incident Commander.
 - If the County Joint Information System is activated, alerts will be coordinated there.
- Determining and implementing protective measures, evacuation or in-place sheltering, for the population in the impacted incident area and for emergency responders at the scene.
- Implementing traffic control arrangements in and around the incident scene.
- Requesting additional resources from the City of Gold Bar's EOC, County EOC, or County Duty Officer.

During emergency operations, department heads retain administrative control over their employees and equipment. However, personnel and equipment assigned to the incident carry out mission assignments directed by the Incident Commander. This may include working outside normal jurisdictional boundaries.

4.3.3 Coordination

When the City of Gold Bar EOC is activated, there is a clear division between the responsibilities of an Incident Commander and the Jurisdiction or County EOC. For a list of responsibilities of an Incident Commander, see 4.3.2.

The City of Gold Bar EOC, when activated, is generally responsible for:

- Assembling accurate information on the emergency and current resource data to allow local officials to make informed decisions on courses of action.
- Receiving information from the Incident Commander, governmental departments, and the public. Providing reports and situational awareness information to the County EOC, if activated.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate implementation.
- Providing resource support for emergency operations; when local resources are exhausted, requesting additional people, equipment, and supplies through the County EOC.
- Issuing instructions and providing emergency information to the public; coordinating public information with the Snohomish County Joint Information System, if activated.
- Organizing and implementing large-scale evacuations, with support from the County EOC.
- Organizing and implementing shelter and mass care arrangements for evacuees, with support from the County EOC.
- Coordinating traffic control for large-scale evacuations, with support from the County EOC.

Each of City of Gold Bar's departments and entities identified in this Annex should develop an internal operational control structure consistent with NIMS. Through that system, each entity can participate in building, maintaining, and sharing a common operating picture consistent with the County EOC.

4.3.4 Snohomish County Coordination

Under normal conditions, County DEM operates a 24/7 Duty Officer program. The Duty Officer can be reached directly, or through 911, to address time-sensitive emergency management related questions or requests by the jurisdiction.

The Snohomish County EOC may be activated at the request of the City of Gold Bar.

When activated, the County EOC is generally responsible for:

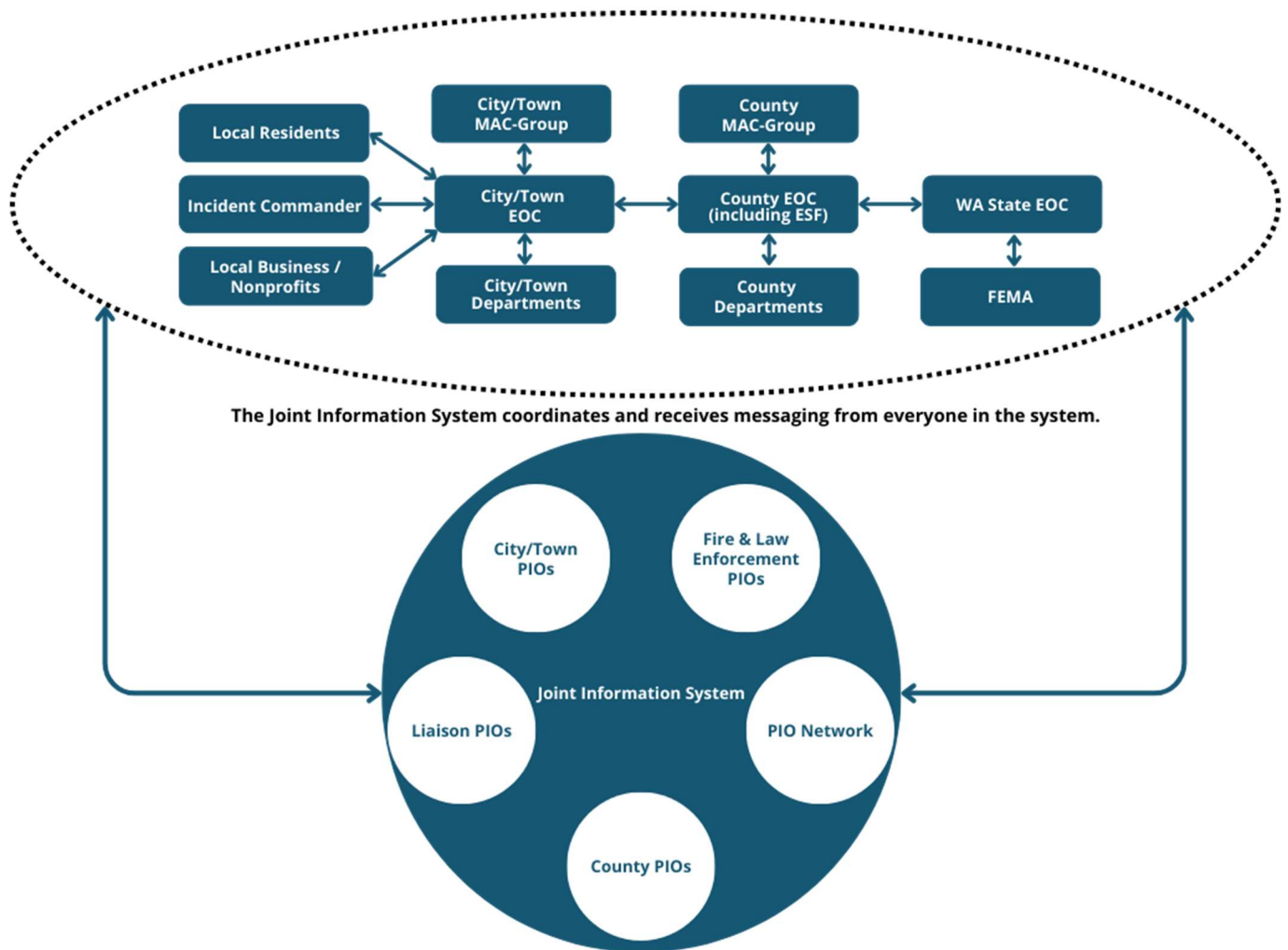
- Multi-agency coordination and incident command support.

- Coordination and implementation of policy decisions that protect life and property and disseminating those decisions to all concerned agencies and individuals.
- Assembling accurate information on the emergency and current data to maintain situational assessment and allow local officials to make informed decisions on courses of action.
- Working with representatives of emergency services to determine and prioritize required response actions and coordinate countywide implementation.
- Requesting assistance from the State and other external sources.
- Providing resource support for emergency operations including demobilization.
- Establishing and maintaining operational coordination and communications.

5. Information Collection, Analysis, and Dissemination

The accurate and timely collection, analysis, and sharing of information is critical in developing situational awareness during an emergency or disaster. This collation of information should result in creating a common understanding of the incident, also known as the Common Operating Picture (COP), from which appropriate responses can be formulated.

Below is an example to illustrate the flow of information during disaster response:



5.1 Essential Elements of Information

Essential Elements of Information (EIs) are critical pieces of intelligence that agencies and responders need to successfully make decisions during response and recovery. EIs must be specific and measurable to help assess barriers for response and recovery. They must facilitate the efficient allocation of resources by providing clear understanding of the situation and the needs of the impacted area.

EIs may be used to support the development of a common operating picture, timely decision making, and a data-informed understanding of the supply chain. It is likely that, due to the unpredictable nature of disruptive events, each incident will require incident specific EIs that will need to be developed in real time. Snohomish County's Towns and Cities provide the County EOC with EIs where it will be consolidated, analyzed, and disseminated to all partners, horizontally and vertically.

Information is shared through a variety of methods collectively comprising the common operating picture. These methods may include verbal reports, emails, situation reports, GIS-based data and displays, and other digital means of communication.

In the Snohomish County EOC, information flows to and from the public through ESF-15 by using a Joint Information Center (JIC) and Joint Information System (JIS).

5.1.1 Community Lifelines

Community Lifelines are the County’s preferred method for categorizing EEIs in a meaningful way. FEMA Community Lifelines doctrine states, “Lifelines are the most fundamental services in the community that enable all other aspects of society to function. They are the integrated network of assets, services, and capabilities that are used day-to-day to support the recurring needs of the community. When disrupted, decisive intervention (e.g., rapid service re-establishment or employment of contingency response solutions) is required.” Using this construct determines how information is methodically framed, organized, and reported from the local level to the County EOC, to State Emergency Management, and to FEMA during response and recovery.

The Community Lifeline table for the City of Gold Bar below lists corresponding components and subcomponents that, when analyzed, capture essential elements of information for response decision makers. Community Lifeline status information is shared reciprocally between the jurisdiction and the County.

During response, the jurisdiction is responsible for collecting information for these indicators and reporting the information to the County EOC. The County EOC is responsible for collecting information from jurisdictions and ESF representatives to build a countywide Community Lifelines. The countywide Community Lifelines is shared with local jurisdictions and the State EOC. The State EOC shares the information with FEMA.

Community Lifelines – Essential Elements of Information	
	Safety and Security
	Law Enforcement/Security • Law Enforcement • Site Security Fire Service • Fire Stations • Firefighting Resources Search and Rescue (SAR) • Local SAR Operations Government Service • Emergency Operation Centers

	• Essential Government Functions • Government Offices • Schools • Public Records Community Safety • Flood Control • Other Hazards • Protective Actions
	Food, Water, Shelter
	Food • Commercial Food Distribution • Commercial Food Supply Chain Hydration • Temporary Hydration Missions (e.g. bottled water distribution) • Commercial Water Supply Chain Shelter • Housing (e.g. homes, shelters) • Commercial Facilities (e.g. hotels) Agriculture • Animals and Agriculture
	Water
	Potable Water Infrastructure • Intake • Treatment • Storage • Distribution
	Health and Medical
	Medical Care • Home Care Public Health • Health Surveillance • Human Services • Behavioral Health • Vector Control Patient Movement

	• EMS
	Energy
	Power Grid • Generation Systems • Transmission Systems • Distribution Systems Fuel • Pipelines • Fuel Distribution (e.g. gas stations, fuel points)
	Communications
	Infrastructure • Wireless • Cable Systems and Wireline • Broadcast (TV and Radio) • Satellite • Internet Responder Communications • Land Mobile Radio Networks Alerts, Warnings, and Messages • Local Alert/Warning Ability • Access to IPAWS (WEA, EAS, NWR) • NAWAS Terminals Finance • Electronic Payment Processing 911 and Dispatch • Public Safety Answering Points (PSAP) • Dispatch
	Transportation
	Highway/Roadway/Motor Vehicle • Roads • Bridges Mass Transit • Bus

	Hazardous Materials
	Facilities • Oil/HAZMAT Facilities (e.g. chemical, nuclear) • Oil/HAZMAT/Toxic Incidents from Facilities HAZMAT, Pollutants, Contaminants • Oil/HAZMAT/Toxic Incidents from Non-Fixed Facilities • Radiological or Nuclear Incidents

5.2 Component Analysis

During an emergency response, determining your Community Lifelines condition, and communicating the information to your community and to the County EOC will be a key activity. The following information will help your staff quickly assess and report conditions.

Based on FEMA's Lifelines doctrine, a simple methodology for determining Lifeline conditions follows: the condition of each lifeline depends on the capability of the underlying components, and is informed by situational awareness reports, impact assessments, and engagement with partners across the public, private, and nonprofit sectors.

Once the condition of a Community Lifeline is determined, the status of each lifeline is represented by one of four colors: red, yellow, green, and grey, known as a Condition Designation. Red indicates severe challenges and obstacles preventing the lifeline from functioning. Yellow indicates disruptions or limitations to the lifeline preventing it from fully functioning. Green indicates the lifeline is mostly functioning as it was prior to the incident. Finally, grey indicates the lifeline status or extent of impacts is currently unknown.

Applying the following questions and understanding the incident is critical in determining the condition of a Lifeline and components:

- Did the incident disrupt services provided by the component to survivors?
- What is the extent of the disruption and impact on response and survivors?
- Has a solution to the disruption been identified?
- Has that solution been converted into a plan of action?
- Has that plan of action been resourced?
- Are there factors worsening impacts to the community? If so, to what extent are they limiting services?
- Are there contingency response solutions in place? How long until emergency repairs are completed?

- When can permanent repairs begin?
- Did the incident create a surge demand exceeding component capabilities?

Lifeline components can be analyzed during response using six assessment categories that capture essential information for response decision makers:

Categories	Description
Component	Identify the component and subcomponents.
Status (<i>what?</i>)	Summarizing the root cause(s) of disruption to lifeline services – keep asking “why?” until the root cause(s) are identified.
Impacts (<i>so what?</i>)	Explain the disaster impacts to specific communities, disaster survivors, and response operations. Detail how the survivor experience or response operation will improve if this component is addressed. Specify the impacted areas and population totals.
Actions (<i>now what?</i>)	Describe the actions that are being taken to address the disrupted services. Summarize the most critical actions being taken across the whole community.
Limiting Factors (<i>what’s the gap?</i>)	Express issues that are preventing services from being re-established. Such issues can stem from another lifeline/component, resource shortfall, management, policy, etc.
Established Time to Status Change / Re-establishment Requirements (<i>when?</i>)	Provide current component condition or an estimated timeframe for when a change in condition is expected.

Below is an example of a completed Component Analysis:

Example Component Analysis



Transportation

Categories	Description
Component	Mass Transit  Sub-component: Bus
Status	Bus services are unavailable due to road debris.
Impacts	100,000 survivors have no access to public transportation nor emergency support services.
Actions	Local jurisdictions are prioritizing route clearance to critical facilities, U.S. Army Corps of Engineers assigned to supplement state and local authorities with route clearance and debris removal efforts, modified mass transit schedules are being executed as roads become passable, micro transit being utilized on roads passable to smaller vehicles, but not buses, messaging of modified routes through numerous information/messaging platforms and outlets (radio, television, social media).
Limiting Factors	Full service will not resume until the routes are cleared and roads inspected.
Estimated Time to Status Change and Re-establishment Requirements	Full service estimated to resume in a week, with a modified service available as roads become clear.

Below is an example of Condition Designations:

Example Condition Designations

Below are example analyses for the Highway/Roadway/Motor Vehicle component of the Transportation lifeline and corresponding color determination for each.

Status	Example
Grey	Assessment teams have been unable to establish status of bridge infrastructure.
Red	The community is unable to be reached via roadway to deliver emergency resources and assistance to survivors. Plans to find alternative means to transport emergency supplies to survivors not yet established. No supplies currently being delivered.
Yellow	Emergency supplies have been identified and resourced, but transportation issues are restricting and limiting delivery and therefore not back to pre-disaster conditions.
Green	The main transportation route is re-established. All community needs met.

6. Concept of Operations

6.1 Disaster Authorities and Plans

6.1.1 Disaster Response Priorities

Disaster response priorities represent the highest priorities for City of Gold Bar. While each disaster will have different operational priorities, these priorities serve as guidance for what the City of Gold Bar considers most important to address during a disaster:

- Save lives and protect the health and safety of the public, responders, and recovery workers.
- Stabilize the incident to return to normal as soon as possible.
- Protect property and mitigate damages and impacts to the community and the environment.
- Protect and restore critical infrastructure and key resources.
- Facilitate the economic recovery of individuals, families, businesses, government, and the environment.

6.1.2 Operational Changes During a Disaster

Non-emergency and non-essential governmental functions may be suspended during a disaster to allocate resources for emergency operations.

With an emergency proclamation, normal procurement procedures may be waived to speed up the acquisition of needed equipment or supplies. Procurement procedures are discussed in [Insert name of procurement procedures document].

The County and each municipal government, unless otherwise delegated, will retain the authority and responsibility for direction and control within its political subdivision of its own disaster operations. This includes use of local resources and application of mutual aid.

During emergencies, certain agencies may relocate their center of control to the City of Gold Bar EOC. During large scale disasters, this may become the seat of local government during the duration of the crisis.

6.1.3 Continuity of Operations and Government

No Continuity of Operations Plan (COOP) or Continuity of Government (COG) Plan exists for the City of Gold Bar. Please see the Line of Succession.

6.1.4 Department Operations

It is the policy of City of Gold Bar that each department plan and develop shared emergency operation guidelines complementary to this Annex. At a minimum, departments should support and encourage personal preparedness of all employees and contractors.

6.1.5 Line of Succession

City of Gold Bar's line of succession is as follows:

Key Position within the government

- Mayor
- Mayor Pro-tem

Key Position within the EOC

- Public Works Director
- City Clerk

Critical EOC staff

- Office Manager/ACO/CEMC
- Snohomish County Department of Emergency Management Liaison

6.1.6 Delegation of Authority

Delegation of authority is governed by the Revised Code of Washington (RCW), Chapter 35 (Cities and Towns), Chapter 38.52 (Emergency Management), and Washington Administrative Code (WAC) Title 118 (Military Department/Emergency Management). Additionally, delegation of authority is delineated in the City of Gold Bar's Council Rules of Procedure, Financial Plan, and the Purchase, Procurement, and Sale Policy.

6.1.7 EOC Activations

The City of Gold Bar's Emergency Operations Plan is kept in a binder in the Public Works Director's Office. This plan contains organizational structure, as detailed in sections 3.5 and 6.1.5 and is briefly restated below.

- City of Gold Bar Mayor (Declarations of Emergencies, Coordination of EOC, liaison with agencies, etc.)
- Office Manager/Emergency Management Coordinator (Opening and running EOC, coordination with agencies, coordination with mayor, staff, and emergency response teams)
- Public Works Director (Organizing and running response operations)
- City Clerk (Declarations of Emergencies, documentation, financial reporting, etc.)

Primary Facilities for emergency response include the Gold Bar City Hall, the Gold Bar Public Works Building, and Sky Valley Fire Department locations. These locations are the source of needed equipment during an emergency response, including generators, equipment such as trucks, plows, and backhoes, emergency response supplies, and the supplies and locations needed to provide shelter.

Communication options between the City, agencies, first responders, staff, etc. include landline phones, cell phones, hand radios, and fire department radios. The Office Manager's duties in running the EOC include notifying Snohomish County DEM and relevant agencies, and updating them regularly during an active emergency situation.

6.2 Authority to Activate

6.2.1 City of Gold Bar EOC Activation

The decision to activate the EOC is made by the City of Gold Bar Mayor or appropriate designee.

The City of Gold Bar EOC will normally activate in response to:

- Learning the potential for an emergency that is or may grow beyond the capability of City of Gold Bar or impact neighboring jurisdictions.
- At the direction of the City of Gold Bar Mayor or designee.
- At the request of an on-site Incident Commander, or an applicable Department Director.

Activation of the City of Gold Bar EOC will necessitate a notification directly, or through 911, to the Snohomish County Duty Officer or the Snohomish County EOC, if activated. Snohomish County will advise applicable local, State, and Federal agencies of the activation.

6.2.2 Snohomish County EOC Activation

Activation of the Snohomish County EOC is authorized by DEM leadership or the County Executive. A jurisdiction may request that the County EOC be activated through the Duty Officer. DEM will notify all jurisdictions of County EOC activations. Automatic activation of the County EOC is as follows:

1. A magnitude 5.0 or higher earthquake occurs within Snohomish County.
2. A commercial passenger plane crashes within Snohomish County.
3. A military aircraft crashes within the urban areas of Snohomish County.
4. A High Hazard Potential Dam failure is imminent or has occurred.
5. Other incidents requiring complex intergovernmental coordination such as mass care, public information, or an ongoing need to assist multiple jurisdictions or agencies within incident coordination support.

Factors that increase the need for County EOC activation include:

- Atypical weather conditions such as winds from the east, extreme heat, record precipitation levels.
- Incident likely to cross county boundaries for example, Bolt Creek Fire.
- Limited or state-controlled resources for example, COVID vaccines.
- Multiple cities/towns/tribes activating their EOC or requesting that DEM activate the SCEOC on their behalf.
- Complicated transit needs such as mass evacuation or mass casualty.

6.2.3 Activation Levels

The activation level of City of Gold Bar’s EOC is commensurate to the situation and need for coordination and support. Activation levels listed below are the levels used by Snohomish County EOC and the Washington State EOC. The descriptions provide a general sense of the staff, time, and support necessary at each level:

Activation Level	Description
3 – Normal Operations	Daily operations are monitored and managed by applicable jurisdiction department head(s) and staff. On-call staff (such as Duty Officers) handle “daily emergency” needs.
2 – Partial Activation	Some EOC positions are filled to monitor and support operations. EOC may be activated for multiple operational periods, but rarely 24/7.
1 – Full Activation	All EOC positions are filled to monitor and support operations. EOC is typically activated 24/7 over multiple operational periods. State and/or Federal involvement in response and recovery.

6.2.4 EOC Activation Considerations

During an activation City of Gold Bar may:

- Place staff on standby and increase situation monitoring.
- Activate/staff local EOC or Incident Command Post (ICP) as appropriate to manage preparedness/response activities.
- Emergency response agencies (fire, law enforcement, public works, etc.) may add more shift staff to cover the anticipated impact of the emergency.
- Notify potentially threatened areas using local resources in conjunction with Snohomish County DEM.
- Coordinate public/media information releases with the Snohomish County Joint Information Center (JIC).

6.2.5 Emergency Proclamation Authority

When a disaster exceeds or is expected to exceed the jurisdiction’s capabilities, the Mayor of City of Gold Bar may issue a local proclamation of emergency and request additional assistance through Snohomish County DEM. If the disaster should exceed the capabilities of Snohomish County, the County Executive may issue a local proclamation of emergency and request additional assistance through Washington State Emergency Management Division.

The City of Gold Bar Mayor, assisted by the local Emergency Coordinator or Incident Commander, shall be responsible for the preparation of Emergency Proclamations. City of Gold Bar is responsible for notifying Snohomish County DEM following the Local Proclamation of Emergency.

6.2.6 Emergency Proclamation Process

Emergency Proclamations follow a City Resolution format. In an emergency, or anticipation of an emergency, the Mayor or designee will declare an emergency. The City Clerk will create the document. If time allows, the proclamation will be given to the Council for action. If time does not permit, the proclamation will be signed by the Mayor and City Clerk, and presented to the Council at the first meeting following an emergency.

Once a proclamation is signed, the document will be disseminated to all involved agencies, posted at the City Hall and public locations, and if possible, posted to the City website and social media platform.

6.2.7 City of Gold Bar Communication Procedures

During an emergency/disaster, city staff and the mayor will use landlines and/or cell phones and email for communication.

If landlines/cell towers are down, our Samcom handheld radios will be distributed and utilized to communicate with staff and the mayor.

Outside communication with first responders and Department of Emergency Management will be via landline, cell phone and/or DEM issued 800mhz radio.

City staff will keep the mayor informed on a regular basis. In turn, the mayor will keep council informed of any important information.

Citizens will be notified using reverse 911 and SnoCoAlerts. The city website and social media, if available, will be updated with important information as needed.

6.2.8 County Communication Procedures

While activated, the Snohomish County EOC can be contacted via phone, email, Microsoft Teams, and various radio bands, assuming phone lines, radio towers, and internet are operational. During an EOC activation DEM may not be able to monitor each communication method, especially if the incident is widespread or catastrophic. Below is a list of communication methods, in order of preference, if the County EOC is activated:

- Phone: Jurisdictions can call the EOC by directly contacting a section or ESF, contacting DEM main line, or through the Duty Officer line.
- Email: Partners can email any section or ESF directly, emailing DEM's email (dem@snoco.org), or the Duty Officer email.

- **Microsoft Teams:** The EOC uses Microsoft Teams to coordinate information sharing throughout the county. Incident specific teams are created for each EOC activation.

1.	Phone: Jurisdictions can call the EOC by directly contacting a section or ESF, (specific lines are provided upon activation), contacting DEM main line, or through the Duty Officer line.
2.	Email: Partners can email any section or ESF directly (specific e-mails are provided upon activation), emailing DEM's email (dem@snoco.org), or the Duty Officer email. Microsoft Teams: The EOC uses Microsoft Teams to coordinate information sharing throughout the county. Incident specific teams are created for each EOC activation.
3.	Radio: The EOC can be contacted via DEM HAIL on the 800MHz public safety radio system, multiple repeaters on the VHF network (frequency programming provided on www.wa7dem.info), or amateur radio on the Granite Falls 146.920MHz repeater (156.7Hz tone) for licensed users.

Outside of an EOC activation, all jurisdictions should contact the Duty Officer for emergency information or logistics needs. Partners should contact the Duty Officer by phone or email to submit a logistics request. There is no formal form required outside of an activation. The Duty Office maintains similar communication methods as during an EOC activation but does not constantly monitor DEM VHF or amateur radio. Below is the list of communications methods to the Duty Office in order of preference:

1.	Phone: Partners should call the Duty Officer 24/7 for any emergency support.
2.	Email: Partners can email the Duty Officer during daytime hours for emergency support. Duty Officer email is monitored 7 days per week, but not overnight. Emails requiring immediate attention should be accompanied by a phone call to the Duty Officer. Microsoft Teams: DEM has invited the jurisdictions to a Duty Officer Coordination Team, allowing for real-time sharing of information between all partners outside of an EOC activation. Similar to email, if a Teams message requires immediate attention, it should be accompanied by a phone call to the Duty Officer.
3.	Radio: DEM can be contacted via DEM HAIL on the 800MHz public safety radio system during regular business/operating hours. After hours, if a partner does not have phone capability, DEM HAIL is monitored by Sno911 who will contact the Duty Officer.

6.2.9 County Joint Information System

Public information should be coordinated and integrated, before (if possible), during and after an emergency or disaster. The County coordinates information through ESF 15 using a Joint Information System (JIS). The JIS provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging

with Public Information Officers across multiple jurisdictions, federal partners, county government, nongovernmental organizations, and the private sector.

In response to most events, public information activities are often carried out by the lead response agency in coordination with other organizations through the JIS. The JIS helps communications staff accomplish their mission by facilitating coordination, helping to avoid conflicting messages by focusing on one or two key messages, using talking points, designating spokesperson(s), and speaking about one's own agency/program/service.

JIS operations are accomplished, physically or virtually, through the Joint Information Center (JIC) within the County EOC. The County JIC can be activated by request of the City of Gold Bar to support and coordinate public information before, during, and after an emergency or disaster.

The JIC can assist in the following:

- Creating consistent countywide messaging across all partners involved in the disaster.
- Handling public information requests.
- Creating and disseminating public information through a variety of media.
- Maintaining a central point of information for the County known as the Public Safety Hub.
- Creating and vetting all alert and warning messaging.

6.2.10 Emergency Alert and Warning

Emergency alert and warning systems are designed to allow public safety officials to warn the public of potential or current threats or emergencies. Public alerts and warnings may be issued for events that necessitate shelter-in-place, evacuation, or other protective actions for life safety or property preservation. Snohomish County DEM will make a good faith effort to contact a jurisdiction prior to any mass notification in their boundaries. DEM or Sno911 may issue an alert without making contact if there is concern for immediate life safety.

Jurisdictions can request an emergency alert be issued via the Sno911 Supervisor, Snohomish County Duty Officer (if the Snohomish County EOC is not activated), or the EOC Manager (when the Snohomish County EOC is activated).

All interlocal agreement jurisdictions can use Rave Mobile Safety to support mass internal notifications of their employees or partners. These alerts will not go to the public but can be used to recall employees or volunteers.

6.2.11 Mitigation

The Snohomish County Hazard Mitigation Plan (HMP) assesses 13 hazards affecting the county and greater region. Risk reduction action items are identified both at the county level and within each participating jurisdiction. Snohomish County updates the HMP on a

5-year cycle, the next update is planned for 2025, with approval in 2026. City of Gold Bar's HMP Annex was locally adopted on [Insert Date].

6.2.12 Preparedness

Preparedness activities develop operational capabilities in advance of an emergency to alleviate the impacts of disasters and protect people, property and infrastructure from threats and hazards. City of Gold Bar should develop, train, and exercise jurisdictional-specific disaster and emergency operations plans. These plans should be tailored to the capabilities of City of Gold Bar and not exceed or commit the jurisdiction to capabilities they are unable to meet. Coordination with the County provides additional support to fill gaps within capabilities of City of Gold Bar.

6.2.13 Response

Response activities take place immediately before, during and after emergencies or disasters to save lives and minimize damage to property, the environment, and the economy. Specific response roles are described in this Annex in Section 4. Organization, Roles, and Responsibilities.

6.2.14 Recovery

Recovery activities are pre-disaster planning activities that assist the community to efficiently start the recovery process. Snohomish County developed a Disaster Recovery Framework, based on the National Disaster Recovery Framework, to outline the roles that community groups, local governments, tribes, state and federal agencies, and nonprofit organizations would undertake to foster local recovery.

7. Administration, Documentation, and Resourcing

7.1 Administration

During emergency operations, non-essential administrative activities may be suspended. Personnel not assigned to essential duties may be assigned to other departments to provide support services.

It is the policy of City of Gold Bar that each jurisdiction will assign personnel responsible for the documentation of disaster activities and costs.

7.2 Documentation

All organizations with disaster responsibilities should establish and maintain files of disaster-related directives, forms, and paperwork, including fiscal documentation, aligned with State records retention law. Documentation allows City of Gold Bar to submit reimbursements and recover costs, create historical records, apply for grants, address insurance needs, develop mitigation measures, highlight practices to continue, and identify areas for improvement. Documentation by each jurisdiction contributes to the overall ability of the County and State to request support from the Federal government.

7.2.1 Essential Files

Essential files include, but are not limited to:

- Sign-in sheets/staffing patterns
- Media Releases
- Situation Reports
- Emergency Action Plans
- Proclamations of Emergency
- Requests for Assistance
- Damage Observation and Assessment Reports
- Financial Documentation (including receipts, payroll records, contracts, etc.)
- After-Action Reports

7.3 After-Action Report

After-action reports (AAR) create a permanent historical record of the incident and are used to evaluate processes, procedures, and actions pertaining to the response and recovery of an event. AARs include information identifying the actions taken, resources expended, economic and human impacts, and lessons learned because of the disaster. AARs are essential to seeking reimbursement and can assist in supporting mitigation efforts and funding. City of Gold Bar's Office Manager/CEMC (CEMC), in conjunction with DEM, is responsible for soliciting input and conducting an after-action review with each department involved in the disaster. The CEMC is responsible for ensuring completion of the after-action review items.

AARs inform future preparedness, mitigation, planning, training, and exercise efforts through narratives and improvement plans. These actions can include updating this Annex, plans, replacing resources, and augmenting personnel.

7.4 Resources Assessment Section

7.4.1 Resources

It is the policy of City of Gold Bar that all departments prepare and maintain an updated account of its personnel, facilities, and equipment resources to be reviewed annually. Single or multiple resources may be called upon during disaster operations.

The private and nonprofit sectors are an important part of any disaster response and recovery. Businesses and nonprofits including faith-based organizations (FBOs), community-based organizations (CBOs), and nongovernmental organizations (NGOs) provide valuable intelligence and resources before, during, and after a disaster.

Below is a high-level overview of jurisdictional resources that can be used for emergency or disaster response purposes:

Resource Category	Resource Description and Capability
Facilities	City Hall Office and small meeting space. Restroom and kitchen facilities are available. Public Works Building Small office space and removal of equipment from bays allows for emergency shelter space. Restroom and a shower are available.
Staff	Water Manager State Certified Water Distribution Manager and general city knowledge.
Equipment	Medium Duty Dump Truck Vactor Excavation Trailer Medium Duty Backhoe Light Duty Utility Response Truck

7.4.2 Disaster Expenditures

Emergency and disaster expenditures are not a normal item in the budgeting process of local governments. Some departments may include disaster preparedness and mitigation items in their budget already (e.g., sand for flooding or deicer for winter roads).

Nevertheless, disasters may occur which require a jurisdiction to spend substantial, but necessary, unanticipated obligations and expenditures. There are programs available to local jurisdictions, and their residents, to recover some of the cost associated with a disaster including Public and Individual Assistance, Small Business Administration programs, and insurance programs. To be eligible for these programs, jurisdictions and residents must maintain diligent records of expenses related to the disaster.

The Clerk/Treasurer or designee shall develop effective administrative methods to keep and retain detailed records distinguishing disaster operational activities and expenditures and delineate them from routine or general programs, activities, and expenditures. At a minimum, cost records should include personnel time and overtime, resources used, donations, volunteer contributions, mutual aid, and contracts initiated. The Clerk/Treasurer

or designee shall provide documentation processes and training to all personnel involved in the disaster.

7.4.3 Post-Disaster Assistance

Post-disaster assistance is financial reimbursement provided by the State and/or Federal government for costs directly caused by a disaster or emergency. There is no guarantee of post-disaster assistance by Washington State and/or the Federal government, after a locally proclaimed emergency. If provided, post-disaster assistance is offered through the following methods:

Public Assistance (PA) – disaster assistance provided by the federal government and periodically the state to public entities including tribes, state, county and municipal governments, and certain nonprofits that provide essential public service.

Individual Assistance (IA) – federal and/or state assistance to the public who sustained damage from a federally declared disaster. Individual Assistance only covers a portion of damages and is not meant to replace insurance. There is also assistance available for individuals who have become unemployed because of a disaster.

Small Business Administration (SBA) – eligible businesses and nonprofits that are impacted by the disaster may be eligible for recovery loans from the SBA. Regardless of size, eligible businesses may apply for SBA loans for both physical damage and economic loss. SBA's Disaster Loan Program is not exclusively for small businesses. SBA loans are also available for damage to private property owned by individuals and families not fully covered by insurance.

Other Needs Assistance (ONA) – income-dependent assistance for personal property. Some items are only eligible after individuals are denied SBA assistance (including loans); other items are not contingent on SBA denial.

8. Annex Development, Training, Exercise, and Maintenance

Overall development and maintenance of this Annex is the responsibility of City of Gold Bar. This Annex, and any appendices, are reviewed, reevaluated, and updated once every five years by the Mayor and approved by the City Council. Review and revision is conducted in collaboration with County DEM. This Annex should be updated based on lessons learned as a result of real-world emergencies or through training or exercises. Primary departments or supporting agencies will be responsible for maintenance of sections of the Annex related to their assigned function.

Revision may result from or include:

- New procedures, policies, or technologies.
- Lessons learned from a real-world incident or exercise(s).
- Feedback during training or case study review.
- To accommodate new organizations or organizational structures.

Training and exercises are conducted at least annually in conjunction with DEM. An exercise may be substituted for a real-world activation (planned or unplanned). All final revisions are submitted to WA EMD for review and approval. This Annex will be made publicly available on the Snohomish County Department of Emergency Management's website.

9. Authorities, References, and Attachments

9.1 Authorities

- GBMC mayor, council
- DEM interlocal
- RCW 38.52
- SCC 2.36
- Stafford Act – FEMA

9.2 References

- Gold Bar 2024 Comprehensive Plan
- Snohomish County Comprehensive Emergency Management Plan
- Snohomish County Hazard Mitigation Plan

9.3 Attachments

10. Terms and Definitions

Abbreviation	Term	Definition
AAR	After-Action Review	A methodology for assessing performance, identifying challenges, and seeking improvements in the aftermath of a disaster.
CEMP	Comprehensive Emergency Management Plan	An overarching plan for how to respond to an emergency or disaster that covers roles, responsibilities, resources, and authorities.
COOP	Continuity of Operations Plan	Plan for departments and agencies to continue their critical governmental functions in the event of natural or human-caused disaster.
COP	Common Operating Picture	A continuously updated, unified overview of a disaster or emergency.
EAS	Emergency Alert System	National public warning system that allows federal, state, local, and tribal authorities the ability to deliver important emergency information to targeted areas.
EEI	Essential Elements of Information	Qualitative and quantitative data needed to develop situational awareness for decision-making. Snohomish County uses Community Lifelines to organize their EEIs.
EOC	Emergency Operations Center	A location from which organizations and leaders of a jurisdiction coordinate information and resources to support direct operations.
EOP	Emergency Operations Plan	A plan that describes who will do what, when, with what resources in an Emergency Operations Center.
FEMA	Federal Emergency Management Agency	Federal agency that coordinates response to a disaster when local and state resources are overwhelmed.
HAZMAT	Hazardous Materials	Substance or material that has the capability of posing an unreasonable risk to health, safety, and property.
HIRA	Hazard Identification and Risk Assessment	Risk assessment process that identifies hazards, assess their impacts, and provides countermeasure information.
HMP	Hazard Mitigation Plan	Plan to minimize loss of life and property through minimizing the impact of disasters.
ICP	Incident Command Post	Location where an Incident Commander oversees an incident.
IPAWS	Integrated Public Alert and Warning System	National system for local alerting through EAS, WEA, and NWR.
JIC	Joint Information Center	A central location either physical, virtual, or hybrid, where public information officers operate the Joint Information System.
MOU	Memorandum of Understanding	An agreement between two parties which outlines responsibilities to each other. May or may not be legally binding.

NIMS	National Incident Management System	A federal guide for all levels of government, nongovernmental organizations, and the private sector to work together to prevent, protect against, mitigate, respond to and recover from incidents.
NWR	National Weather Radio	Automated 24-hour network of weather radio stations which broadcast weather information from nearby National Weather Service Office.
PSAP	Public Safety Answering Point	Call center for public emergency calls for service for police, fire, or EMS. Commonly known as 911.
SBA	Small Business Administration	In the aftermath of disasters, the SBA offers low-interest loans for homeowners, renters, and businesses in a federally declared disaster.
SCDEM	Snohomish County Department of Emergency Management	County department responsible for working in all five phases of emergency management and supporting integrated 911 service to enhance resilience in Snohomish County.
WA EMD	Washington Emergency Management Division	Responsible for operating the State of Washington's EOC during state emergencies.
WEA	Wireless Emergency Alert	Short emergency alerts sent to mobile devices within a targeted area.
WebEOC	Web-based Emergency Operations Center Platform	Software designed to bring real-time crisis information management to the Washington State Emergency Operations Center (EOC) as well as to other local, state, and federal EOCs.

11. Record of Revision and Exercises

RECORD OF UPDATES			
No.	Date	Changes	Completed By

RECORD OF EXERCISES				
No.	Date	Exercise Name/Type	Overview	Completed By

12. Record of Distribution

Copy No.	Date	Office/ Department and Title

Ordinance / Resolution No. 25-08
RCW 84.55.120

WHEREAS the City of Gold Bar has met and considered
(Governing body of the taxing district) (Name of the taxing district)
its budget for the calendar year 2026; and

WHEREAS the districts actual levy amount from the previous year was \$ 266,012.13; and
(Previous year's levy amount)

WHEREAS the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,
(Check one)

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 2026 tax year.
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 2,660.12
which is a percentage increase of 1% from the previous year. This increase is exclusive of
(Percentage increase)
additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,
solar, biomass, and geothermal facilities, any increase in the value of state assessed property, increment value, any
annexations that have occurred and refunds made.

Adopted this _____ day of _____, _____.

Mayor

Clerk/Treasurer

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30th. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I **Lisa Stowe** (Name),
Clerk/Treasurer (Title), for **the City of Gold Bar** (District name),
do hereby certify to the **Snohomish** (Name of county) County legislative authority
that the **Council** (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in **2026** (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on **11/4/2025** (Date of public hearing).

Regular levies

Levy	General levy	Other levy*
Total certified levy request amount , which includes the amounts below.	286,000.00	
Administrative refund amount	2,011.60	
Non-voted bond debt amount		
Other*		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy*
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other*					

*Examples of other levy types may include EMS, school district transportation, or construction levies.

Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____



To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #789**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING THE
PERSONNEL MANUAL RELATING TO DISCRIMINATION AND HARASSMENT**

WHEREAS, the Association of Washington Cities recommends updating discrimination and harassment policies; and

WHEREAS, the relevant sections of the City's Personnel Manual have not been updated recently;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that the Personnel Manual be updated as follows.

Section I, Title 4 – Anti-Discrimination and Anti-Harassment Policy

Section II, Severability

Section III, Effective Date

Section I, Title 4 – Anti-Discrimination and Anti-Harassment Policy

A. It is the City's Policy to ~~foster and maintain a work environment that is free from discrimination and intimidation~~ provide a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discrimination based on race, color, national origin, religion, religious affiliation, creed, sex, sexual orientation, gender identity or expression, age, marital status, genetic information, ancestry, military status, the presence of a sensory, mental, or physical disability, or any other status protected by law. Employees are expected to show respect for each other, and the public, at all times.

Throughout Title 4, use of the word 'discrimination' is intended to include harassment.

~~B. Sexual or any other type of unlawful verbal, physical, or visual harassment of co-workers, co-employees, and members of the public is absolutely forbidden. This includes harassment based on gender, sexual orientation, race, religion, age, national origin, disability, or any other legally protected status. All employees must be sensitive to the feelings of others and must try not to act in a way that might be considered harassment by someone else.~~

B. Discrimination is prohibited in any protected class, as defined by law, in any aspect of employment, including:

- Job advertisements and recruitment
- Testing
- Hiring and firing
- Compensation, assignment, or classification of employees
- Promotion, layoff, or recall
- Training and apprenticeship opportunities
- Benefits
- Use of city facilities and equipment
- Other terms and conditions of employment

C. The prohibition of discriminatory practices also includes:

- Harassment on the basis of any protected class, as defined by law

- Retaliation against an individual for filing in good faith a charge of discrimination, participating in an investigation, or opposing discriminatory employment practices
- Employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals based upon a legally protected status.

D. Harassment is a form of discrimination and creates a hostile work environment that may consist of unwelcome statements or actions that are sufficiently severe or pervasive so as to interfere with an individual's work performance, or that create an intimidating, hostile, or offensive work environment.

Harassment can take many forms. Prohibited harassment includes, but is not limited to:

1. Verbal (e.g., racial, sexual, or ethnic jokes, stereotypes, and insults);
2. Physical (e.g., sexually suggestive or unwelcome touching or obscene gestures);
3. Visual (e.g., insulting cartoons, sexually suggestive or lewd pictures or photographs).

C. E. The City does not tolerate sexual harassment, which is a form of unlawful discrimination. For purposes of this policy, sexual harassment is defined as unwelcome or unwanted advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when submission to, or rejection of, this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or when conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Sexual harassment can include verbal behavior such as suggestive looks or leering; and physical behavior such as pats or squeezes; repeatedly brushing against someone's body; obscene or rude sexual comments, jokes, or suggestions; slang, names, or labels such as 'honey', 'sweetie', 'boy', or 'girl', that others find offensive; talking about or calling attention to another employee's body or sexual characteristics in a negative or embarrassing way; displaying nude or sexual pictures, cartoons, or calendars in or on City property; invitation for dates which do not stop when the response is negative; continuing unwelcome behavior after a co-worker has objected to that behavior; or blaming the victims of sexual harassment for causing the problem.

Examples of sexual harassment may include, but are not limited to:

- Unwanted sexual advances
- Demands for sexual favors in exchange for favorable treatment or continued employment
- Threats and demands to submit to sexual requests to obtain or retain any employment benefit
- Verbal conduct such as epithets, derogatory or obscene comments, slurs or sexual invitations, sexual jokes, propositions, suggestive, insulting, obscene comments or gestures, graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies, or other verbal abuse of a sexual nature
- Flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movements
- Visual conduct such as derogatory or sexual posters, photographs, cartoons, drawings, or gestures or other displays in the workplace of sexually suggestive objects or pictures
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual
- Retaliation for having reported or threatened to report sexual harassment.

Conduct of this type is improper, and it may be illegal if:

1. submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement;

~~2. submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

F. The City prohibits discrimination against qualified employees or applicants with a disability. A qualified individual with a disability is someone who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

An individual with a disability is a person who has, or had, any sensory, physical, or mental impairment that is medically recognized or diagnosable, exists as a record or history, and/or is perceived by the employer to exist, whether or not it actually exists. A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, limits the ability to work generally or work at a particular job, or limits any other activity.

An employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operations of the City.

G. Inappropriate conduct is conduct that, while not rising to the level of unlawful discrimination or harassment, communicates a hostile, derogatory, or negative message about persons. Inappropriate conduct can be either verbal or nonverbal and includes slights, insults, and other conduct that a reasonable person would find offensive. Inappropriate conduct is prohibited.

H. This policy covers all individuals in the workplace. The City of Gold Bar will not tolerate, condone, or allow discrimination or inappropriate conduct whether engaged in by employees, supervisors, managers, elected officials, volunteers, or by outside clients, vendors, contractors, or other non-employees who conduct business with the City. Reporting of all incidents is encouraged, regardless of who the offender may be, or of the offender's relationship to the City.

Discrimination and inappropriate conduct are unacceptable in the workplace itself and in other work-related settings such as on business trips or at business related social events.

I. The employer's ability to discipline or impose remedial action for a non-employee for violation of this policy (e.g. vendor, contractor, member of the public, public official, etc.) may be limited by the degree of control, if any, the City of Gold Bar has over the alleged violator of the policy. Nevertheless, any employee who, during the course of their employment, alleges discrimination or harassment on the part of an outside source may use the same reporting procedures listed under the informal, or formal, complaint procedure found in sections 'J' and 'K' of this policy.

J. Informal Complaint Process. The City of Gold Bar encourages individuals who believe they are being discriminated against, harassed, or subjected to inappropriate conduct to promptly notify the offender that their behavior is unwelcome.

If a complaint is resolved informally to the complainant's satisfaction, the supervisor and/or mayor, if they have been notified by the complainant, must file a confidential report with the city clerk about the complaint and resolution so that the City will be aware of any pattern of discrimination by a particular individual and will also be aware of all complaints.

K. Formal Complaint Process. The City of Gold Bar recognizes that the informal complaint process is not always possible. In that event, the following steps should be followed.

1. Description of misconduct. An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint. Verbal reports are not acceptable. The report must be in writing, by either the complainant or the complainant's direct supervisor, mayor, mayor pro-tem, or city clerk, and must be signed by the complainant. Individuals who believe that they have been, or are currently being discriminated against or harassed, or subjected to inappropriate conduct, should maintain a record of objectionable conduct in order to prepare effectively and substantiate their allegations. Knowingly false accusations will not be tolerated and may result in discipline up to, and including, termination.

2. Time frame for reporting. The City encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. This not only aids the complainant, but also helps to maintain an environment free from discrimination and inappropriate conduct for all employees. A formal complaint of discrimination, harassment, or inappropriate conduct must be submitted to the supervisor, mayor, mayor pro-tem, or city clerk within thirty (30) days of the alleged incident.

3. Investigating the complaint. Following filing of a formal complaint, the city clerk or mayor will determine if the complaint states a violation of this policy and, if so, will investigate or designate an appropriate impartial person to conduct the investigation.

4. Confidentiality. To the extent practicable and appropriate under the circumstances, and to the extent permitted by law, the proceedings will be conducted to protect the confidentiality interests of both parties and afford the accused a full opportunity to respond to the allegations.

5. Investigation process. The person designated to investigate allegations will, in a timely manner:

- Confirm the name of the complainant and determine the complainant's full account and facts of the complaint
- Identify the employee or employees accused of the complaint
- Thoroughly ascertain facts by interviewing all pertinent parties and witnesses
- Assure that all employees participate in, and cooperate fully, with the investigation. Failure to do so may result in disciplinary action.

Interviews will be conducted impartially and fairly for all parties. When the impartial investigation is concluded, the investigator will prepare a written record and report of the process and results. The investigative report will include:

- A written conclusion about whether a violation of this policy has occurred, based on all the facts and circumstances and context in which the alleged incidents occurred.
- Recommendations of what, if any, corrective and/or preventative measures need to be taken to remedy the situation and ensure no further violations.

L. Resolving the complaint. The city clerk or designee, will make every reasonable effort to issue written findings and a recommendation to the supervisor, mayor, or mayor pro-tem as appropriate, within sixty (60) days of the filing of a formal complaint. The complainant will be notified if additional time is needed to complete the investigation.

If discrimination or inappropriate conduct occurred, the city clerk or designee will consult with the supervisor and/or mayor or mayor pro-tem for a decision concerning discipline, other corrective action, and/or training.

The person violating this policy will be subject to appropriate disciplinary action. If no violation of this policy has occurred, this finding will be communicated to the complainant.

If the city clerk or designee cannot determine whether a violation of this policy has occurred, this finding will be communicated to the complainant and the alleged violator of this policy, and the matter will be recorded as unresolved. Both the complainant and the alleged violator of this policy will be informed again of the procedures set forth in this policy, including the appeal process contained within this policy. In the event that no resolution satisfactory to both parties can be reached based on the initial investigation, the matter shall be referred to the mayor, mayor pro-tem, or legal counsel.

~~D. If you believe that you, or any other employee, applicant, or person who does business with the City of Gold Bar has been harassed or discriminated against in violation of this Policy, you should report the situation to your supervisor as soon as possible. If you are uncomfortable reporting the conduct to your supervisor, you may report it to the Mayor, or Mayor Pro Tempore if the Mayor is your supervisor. In addition, you are encouraged to clearly explain to the person causing the discrimination or harassment that you are uncomfortable with his or her behavior and ask that it stop.~~

~~E. The City will take prompt and appropriate action to investigate and resolve any alleged or suspected incidents of discrimination or harassment. Appropriate corrective and/or disciplinary action, up to, and including, termination, will be taken in all confirmed cases of discrimination or harassment.~~

M. Depending on the nature and severity of the violation, sanctions may include disciplinary action up to and including termination.

Employees whose actions are found to be in violation of this policy may also be referred to mandatory training. If systemic issues come to light, mandatory training may be required for all staff and/or elected officials.

N. Appeal Process. If any party directly involved in an investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. Within ten (10) days following receipt of notice of the decision, the dissatisfied party must submit a written request for review to the mayor, mayor pro-tem, or council. Upon receipt of request for review, the relevant party will review the complaint and take whatever steps are deemed necessary and appropriate to ensure all facts have been fully investigated, presented, and considered. They will also provide the participants with the opportunity to present evidence and information and to comment on evidence and information presented to others. Finally, they will issue a written findings of facts and a decision. They may uphold, overturn, or modify the results of the initial investigation.

~~F. O. Retaliation means to take adverse employment action against an individual because they have exercised their rights protected by law by complaining in good faith about discrimination, harassment, and/or retaliation, or assisting or participating in an investigation of such allegations.~~

The City will not tolerate retaliation, in any form, against anyone making a complaint or reporting harassment or discrimination or against any person cooperating in a harassment or discrimination investigation. Retaliation is a serious violation of this policy and is considered misconduct subject to disciplinary action up to, and including, termination of employment.

P. The procedures in this policy refer to complaints submitted internally to the City of Gold Bar. If a formal charge has been filed with outside agencies, including filing suit in civil court, all such charges,

complaints, and notices must immediately be delivered to the city clerk and mayor, who will, in cooperation with legal counsel, investigate and respond.

If a complaint, grievance, lawsuit, or other action is initiated regarding matters related to a complaint filed internally under this policy, the city clerk and/or mayor shall have the discretion to discontinue the internal investigation and defer the process to legal counsel.

G. Q. By signing the ‘*Acknowledgement and Receipt*’ form found at the end of this manual, all employees certify that they have read and understood ‘*Title 4, Anti-Discrimination and Anti-Harassment Policy*’.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, October 21, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, Russell, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by Councilmember Sears, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough attended the AWC Risk Management conference and received a loss control grant for \$750 that will go toward cyber security. He also attended sessions that AWC hosted for members and has slides from those if anyone is interested. He met with the Department of Licensing regarding a grant for an Electric Vehicle charging station, met with the auditor for a risk assessment review, took a webinar on manufactured housing, and was approached by the City of Sultan for a letter of support regarding stopping school violence. There was brief discussion and the council consensus was in favor of the mayor signing the letter of support.

STAFF REPORT

Chief Whalen reviewed calls and answered questions about bike safety and code enforcement.

Director Norris and staff are working on regular maintenance and preparing for the rainy season. The dog park water fountain is finished. There was brief discussion around ownership of parks, well 4, and the old well pump.

Office Manager Beaston talked about the number of dogs running at large as well as other animal control calls and then talked about areas of standing water after the recent rainstorm.

COUNCIL COMMENTS

Councilmember Sears apologized for missing the last meeting. He asked about the possibility of hosting a community meeting outside the normal council meeting to talk about the proposed changes to Moring Park. Director Norris will put something together. Councilmember Lie moved to excuse Councilmember Sears' absence and with a second by Councilmember Russell, the motion carried.

Councilmember Lie would like to see a town hall meeting for Moring Park. He talked about his Snohomish County Tomorrow meeting and asked about the status on the marijuana businesses. Director Norris said the city has no legal authority on its own to enforce the smell issues and the Puget Sound Clean Air agency has not taken action yet.

Councilmember Martin let the council know when there would be a ribbon cutting ceremony for a new business.

Councilmember Russell visited the new business and talked about the different ways they support local artists.

Councilmember Craig talked about a town hall meeting for the park and budget options for the park. She also asked if the city was prepared for winter and Director Norris said they have sand and sandbags but typically work on the snowplows closer to Thanksgiving. Councilmember Craig reminded people that Daylight Savings Time was approaching. Councilmember Martin said that Councilmember Craig had recently won an award.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Ordinance #786, Amending Title 12. This ordinance adds a new chapter relating to the Tree Board. Councilmember Lie moved to accept Ordinance #786 for a second reading and adoption and with a second by Councilmember Russell, the motion carried.

Ordinance #784, Critical Areas Update. There was brief discussion around minor changes made since the last version to add wording around the definition of professionals. Councilmember Sears moved to accept Ordinance #784 for a second reading and adoption as amended and with a second by Councilmember Russell, the motion carried.

NEW BUSINESS

Snohomish County Animal Services Interlocal. This interlocal covers Snohomish County assisting with the transport of dogs. There was discussion around changes from the last version. After discussion, the interlocal will be placed on a future agenda once it is returned by the county with revisions made to remove the wording ‘cats and small animals’.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears returned to the subject of holding a town hall meeting. After discussion, it was agreed that this will be on the next agenda to set a date.

Councilmember Lie prefers that plastic sandbags not be used near the river for environmental reasons.

Councilmember Russell reminded people that with seasons changing they needed to go hiking prepared for bad weather.

MINUTES APPROVAL

Councilmember Russell moved to approve the October 7th, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38723 through 38748 with \$326,742.49 for claims and \$2,538.33 for payroll and taxes, for a grand total of \$329,280.82 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Russell the motion carried, and the meeting was adjourned at 7:47 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 09:07:24 Date: 10/29/2025

10/22/2025 To: 11/04/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
1937	10/28/2025	Payroll	7	38749	Richard L Baker	5,024.81	
1938	10/28/2025	Payroll	7	38750	Denise J Beaston	3,443.85	
1939	10/28/2025	Payroll	7	38751	Krystal Craig	6.11	
1940	10/28/2025	Payroll	7	38752	Lance Hunt	3,437.71	
1941	10/28/2025	Payroll	7	38753	Anthony Johnson	3,470.42	
1942	10/28/2025	Payroll	7	38754	Chuck Lie	91.11	
1943	10/28/2025	Payroll	7	38755	Florence D Martin	91.11	
1944	10/28/2025	Payroll	7	38756	Richard D Norris	5,507.86	
1945	10/28/2025	Payroll	7	38757	Lee Russell	91.11	
1946	10/28/2025	Payroll	7	38758	Jordan Sears	91.11	
1947	10/28/2025	Payroll	7	38759	Arthur Stowe	3,022.19	
1948	10/28/2025	Payroll	7	38760	Lisa M Stowe	5,004.73	
1949	10/28/2025	Payroll	7	38761	Steven Yarbrough	911.12	
1951	10/28/2025	Payroll	7	38762	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 10/28/2025 To 10/28/2025 - WDS PLAN D; Pay Cycle(s) 10/28/2025 To 10/28/2025 - Basic Life; Pay Cycle(s) 10/28/2025 To 10/28/2025 - HealthFirst; Pay Cycle(s) 10/28/2025 To 10/28/2025 - VSP
1952	10/28/2025	Payroll	7	E38763	Coastal Community Bank	10,736.35	941 Deposit for Pay Cycle(s) 10/28/2025 - 10/28/2025
1953	10/28/2025	Payroll	7	38764	Dept Of Retirement Systems	4,383.51	Pay Cycle(s) 10/28/2025 To 10/28/2025 - PERS 2
1954	10/28/2025	Payroll	7	38765	MissionSquare	75.00	Pay Cycle(s) 10/28/2025 To 10/28/2025 - ICMA
1960	11/04/2025	Claims	7	38766	AM Test, Inc.	635.00	
1961	11/04/2025	Claims	7	38767	Cimco-GC Systems	8,350.51	
1962	11/04/2025	Claims	7	38768	Elite Lock & Safe	572.78	
1963	11/04/2025	Claims	7	38769	Kelley Connect Co.	201.32	
1964	11/04/2025	Claims	7	38770	National Barricade Co. LLC	2,752.37	
1965	11/04/2025	Claims	7	38771	Puget Sound Energy	53.94	
1966	11/04/2025	Claims	7	38772	S&B Inc	8,466.16	
1967	11/04/2025	Claims	7	38773	Sno County District Court	730.74	
1968	11/04/2025	Claims	7	38774	Sno County PUD	1,347.59	
1969	11/04/2025	Claims	7	38775	Sno County Prosecuting Attorn	1,282.46	
1970	11/04/2025	Claims	7	38776	Sno County Sheriff's Office	908.93	
1971	11/04/2025	Claims	7	38777	Sound Publishing	10.32	
1972	11/04/2025	Claims	7	38778	Verizon Wireless	336.90	
1973	11/04/2025	Claims	7	38779	WA State Treasurer	651.88	
1974	11/04/2025	Claims	7	38780	Waste Management	716.97	
1975	11/04/2025	Claims	7	38781	Ziply Fiber	122.48	

001 General Government
101 City Street
401 Water Operating
403 Water Capital Improvement
415 Stormwater Fund
633 Agency Fund

26,453.61
2,638.46
38,775.71
2,192.69
9,912.65
651.88

Claims: 27,140.35
Payroll: 53,484.65

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, November 18, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
PUBLIC HEARING –2026 BUDGET			
CONTINUED BUSINESS			
1. ORDINANCE #789 AMENDING PERSONNEL MANUAL – SECOND READING AND ADOPTION			
2. EMERGENCY MANAGEMENT COMPREHENSIVE PLAN AND RESOLUTION – DISCUSSION AND ACTION			
NEW BUSINESS			
1. ORDINANCE # 787 AMENDING 2025 BUDGET – INTRODUCTION AND FIRST READING			
2. ORDINANCE #788 ADOPTING 2026 BUDGET – INTRODUCTION AND FIRST READING			
3. ORDINANCE #790 AMENDING PERSONNEL MANUAL – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		November 4, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38782 - 38810	\$65,456.29	\$1,000.00	\$66,456.29
ADJOURNMENT			

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

NOTICE OF

PUBLIC HEARING

CITY OF GOLD BAR, WASHINGTON

Tuesday, November 18th, 2025
7:00 PM Via Zoom & In person

The City of Gold Bar will hold a Public Hearing on the 2026 Budget, on November 18th, 2025, at the regularly scheduled Gold Bar Council Meeting. The meeting will be both in-person and via Zoom. Meeting information can be found at www.cityofgoldbar.us. Please see zoom Meeting info below.

Join Zoom Meeting

<https://us06web.zoom.us/j/82277530464>

Meeting ID: 822 7753 0464

One tap mobile

+12532050468,,82277530464# US

+12532158782,,82277530464# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US

Meeting ID: 822 7753 0464

If you have any questions, please contact Denise Beaston at 360-793-1101 or at d.beaston@cityofgoldbar.us. You can also find information on our website at www.cityofgoldbar.us.

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #789**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING THE
PERSONNEL MANUAL RELATING TO DISCRIMINATION AND HARASSMENT**

WHEREAS, the Association of Washington Cities recommends updating discrimination and harassment policies; and

WHEREAS, the relevant sections of the City's Personnel Manual have not been updated recently;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that the Personnel Manual be updated as follows.

Section I, Title 4 – Anti-Discrimination and Anti-Harassment Policy

Section II, Severability

Section III, Effective Date

Section I, Title 4 – Anti-Discrimination and Anti-Harassment Policy

A. It is the City's Policy to ~~foster and maintain a work environment that is free from discrimination and intimidation~~ provide a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discrimination based on race, color, national origin, religion, religious affiliation, creed, sex, sexual orientation, gender identity or expression, age, marital status, genetic information, ancestry, military status, the presence of a sensory, mental, or physical disability, or any other status protected by law. Employees are expected to show respect for each other, and the public, at all times.

Throughout Title 4, use of the word 'discrimination' is intended to include harassment.

~~B. Sexual or any other type of unlawful verbal, physical, or visual harassment of co-workers, co-employees, and members of the public is absolutely forbidden. This includes harassment based on gender, sexual orientation, race, religion, age, national origin, disability, or any other legally protected status. All employees must be sensitive to the feelings of others and must try not to act in a way that might be considered harassment by someone else.~~

B. Discrimination is prohibited in any protected class, as defined by law, in any aspect of employment, including:

- Job advertisements and recruitment
- Testing
- Hiring and firing
- Compensation, assignment, or classification of employees
- Promotion, layoff, or recall
- Training and apprenticeship opportunities
- Benefits
- Use of city facilities and equipment
- Other terms and conditions of employment

C. The prohibition of discriminatory practices also includes:

- Harassment on the basis of any protected class, as defined by law

- Retaliation against an individual for filing in good faith a charge of discrimination, participating in an investigation, or opposing discriminatory employment practices
- Employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals based upon a legally protected status.

D. Harassment is a form of discrimination and creates a hostile work environment that may consist of unwelcome statements or actions that are sufficiently severe or pervasive so as to interfere with an individual's work performance, or that create an intimidating, hostile, or offensive work environment.

Harassment can take many forms. Prohibited harassment includes, but is not limited to:

1. Verbal (e.g., racial, sexual, or ethnic jokes, stereotypes, and insults);
2. Physical (e.g., sexually suggestive or unwelcome touching or obscene gestures);
3. Visual (e.g., insulting cartoons, sexually suggestive or lewd pictures or photographs).

E. The City does not tolerate sexual harassment, which is a form of unlawful discrimination. For purposes of this policy, sexual harassment is defined as unwelcome or unwanted advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when submission to, or rejection of, this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or when conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Sexual harassment can include verbal behavior such as suggestive looks or leering; and physical behavior such as pats or squeezes; repeatedly brushing against someone's body; obscene or rude sexual comments, jokes, or suggestions; slang, names, or labels such as 'honey', 'sweetie', 'boy', or 'girl', that others find offensive; talking about or calling attention to another employee's body or sexual characteristics in a negative or embarrassing way; displaying nude or sexual pictures, cartoons, or calendars in or on City property; invitation for dates which do not stop when the response is negative; continuing unwelcome behavior after a co-worker has objected to that behavior; or blaming the victims of sexual harassment for causing the problem.

Examples of sexual harassment may include, but are not limited to:

- Unwanted sexual advances
- Demands for sexual favors in exchange for favorable treatment or continued employment
- Threats and demands to submit to sexual requests to obtain or retain any employment benefit
- Verbal conduct such as epithets, derogatory or obscene comments, slurs or sexual invitations, sexual jokes, propositions, suggestive, insulting, obscene comments or gestures, graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies, or other verbal abuse of a sexual nature
- Flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movements
- Visual conduct such as derogatory or sexual posters, photographs, cartoons, drawings, or gestures or other displays in the workplace of sexually suggestive objects or pictures
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual
- Retaliation for having reported or threatened to report sexual harassment.

Conduct of this type is improper, and it may be illegal if:

1. submission to such conduct is made, explicitly or implicitly, a condition of an individual's employment or advancement;

~~2. submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

~~3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

F. The City prohibits discrimination against qualified employees or applicants with a disability. A qualified individual with a disability is someone who satisfies skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

An individual with a disability is a person who has, or had, any sensory, physical, or mental impairment that is medically recognized or diagnosable, exists as a record or history, and/or is perceived by the employer to exist, whether or not it actually exists. A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, limits the ability to work generally or work at a particular job, or limits any other activity.

An employer is required to make a reasonable accommodation to a qualified individual with a disability unless doing so would impose an undue hardship on the operations of the City.

G. Inappropriate conduct is conduct that, while not rising to the level of unlawful discrimination or harassment, communicates a hostile, derogatory, or negative message about persons. Inappropriate conduct can be either verbal or nonverbal and includes slights, insults, and other conduct that a reasonable person would find offensive. Inappropriate conduct is prohibited.

H. This policy covers all individuals in the workplace. The City of Gold Bar will not tolerate, condone, or allow discrimination or inappropriate conduct whether engaged in by employees, supervisors, managers, elected officials, volunteers, or by outside clients, vendors, contractors, or other non-employees who conduct business with the City. Reporting of all incidents is encouraged, regardless of who the offender may be, or of the offender's relationship to the City.

Discrimination and inappropriate conduct are unacceptable in the workplace itself and in other work-related settings such as on business trips or at business related social events.

I. The employer's ability to discipline or impose remedial action for a non-employee for violation of this policy (e.g. vendor, contractor, member of the public, public official, etc.) may be limited by the degree of control, if any, the City of Gold Bar has over the alleged violator of the policy. Nevertheless, any employee who, during the course of their employment, alleges discrimination or harassment on the part of an outside source may use the same reporting procedures listed under the informal, or formal, complaint procedure found in sections 'J' and 'K' of this policy.

J. Informal Complaint Process. The City of Gold Bar encourages individuals who believe they are being discriminated against, harassed, or subjected to inappropriate conduct to promptly notify the offender that their behavior is unwelcome.

If a complaint is resolved informally to the complainant's satisfaction, the supervisor and/or mayor, if they have been notified by the complainant, must file a confidential report with the city clerk about the complaint and resolution so that the City will be aware of any pattern of discrimination by a particular individual and will also be aware of all complaints.

K. Formal Complaint Process. The City of Gold Bar recognizes that the informal complaint process is not always possible. In that event, the following steps should be followed.

1. Description of misconduct. An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint. Verbal reports are not acceptable. The report must be in writing, by either the complainant or the complainant's direct supervisor, mayor, mayor pro-tem, or city clerk, and must be signed by the complainant. Individuals who believe that they have been, or are currently being discriminated against or harassed, or subjected to inappropriate conduct, should maintain a record of objectionable conduct in order to prepare effectively and substantiate their allegations. Knowingly false accusations will not be tolerated and may result in discipline up to, and including, termination.

2. Time frame for reporting. The City encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. This not only aids the complainant, but also helps to maintain an environment free from discrimination and inappropriate conduct for all employees. A formal complaint of discrimination, harassment, or inappropriate conduct must be submitted to the supervisor, mayor, mayor pro-tem, or city clerk within thirty (30) days of the alleged incident.

3. Investigating the complaint. Following filing of a formal complaint, the city clerk or mayor will determine if the complaint states a violation of this policy and, if so, will investigate or designate an appropriate impartial person to conduct the investigation.

4. Confidentiality. To the extent practicable and appropriate under the circumstances, and to the extent permitted by law, the proceedings will be conducted to protect the confidentiality interests of both parties and afford the accused a full opportunity to respond to the allegations.

5. Investigation process. The person designated to investigate allegations will, in a timely manner:

- Confirm the name of the complainant and determine the complainant's full account and facts of the complaint
- Identify the employee or employees accused of the complaint
- Thoroughly ascertain facts by interviewing all pertinent parties and witnesses
- Assure that all employees participate in, and cooperate fully, with the investigation. Failure to do so may result in disciplinary action.

Interviews will be conducted impartially and fairly for all parties. When the impartial investigation is concluded, the investigator will prepare a written record and report of the process and results. The investigative report will include:

- A written conclusion about whether a violation of this policy has occurred, based on all the facts and circumstances and context in which the alleged incidents occurred.
- Recommendations of what, if any, corrective and/or preventative measures need to be taken to remedy the situation and ensure no further violations.

L. Resolving the complaint. The city clerk or designee, will make every reasonable effort to issue written findings and a recommendation to the supervisor, mayor, or mayor pro-tem as appropriate, within sixty (60) days of the filing of a formal complaint. The complainant will be notified if additional time is needed to complete the investigation.

If discrimination or inappropriate conduct occurred, the city clerk or designee will consult with the supervisor and/or mayor or mayor pro-tem for a decision concerning discipline, other corrective action, and/or training.

The person violating this policy will be subject to appropriate disciplinary action. If no violation of this policy has occurred, this finding will be communicated to the complainant.

If the city clerk or designee cannot determine whether a violation of this policy has occurred, this finding will be communicated to the complainant and the alleged violator of this policy, and the matter will be recorded as unresolved. Both the complainant and the alleged violator of this policy will be informed again of the procedures set forth in this policy, including the appeal process contained within this policy. In the event that no resolution satisfactory to both parties can be reached based on the initial investigation, the matter shall be referred to the mayor, mayor pro-tem, or legal counsel.

~~D. If you believe that you, or any other employee, applicant, or person who does business with the City of Gold Bar has been harassed or discriminated against in violation of this Policy, you should report the situation to your supervisor as soon as possible. If you are uncomfortable reporting the conduct to your supervisor, you may report it to the Mayor, or Mayor Pro Tempore if the Mayor is your supervisor. In addition, you are encouraged to clearly explain to the person causing the discrimination or harassment that you are uncomfortable with his or her behavior and ask that it stop.~~

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Employees whose actions are found to be in violation of this policy may also be referred to mandatory training. If systemic issues come to light, mandatory training may be required for all staff and/or elected officials.

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G. Q. By signing the ‘*Acknowledgement and Receipt*’ form found at the end of this manual, all employees certify that they have read and understood ‘*Title 4, Anti-Discrimination and Anti-Harassment Policy*’.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
RESOLUTION NO. 25-09**

**A RESOLUTION OF THE CITY OF GOLD BAR, WASHINGTON ADOPTING THE
EMERGENCY MANAGEMENT COMPREHENSIVE PLAN ANNEX**

WHEREAS, the City of Gold Bar is at risk of a wide range of natural, technological, and human-caused hazards; and

WHEREAS, the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) require a Comprehensive Emergency Management Plan to be in place to address local emergency operations; and

WHEREAS, when an incident occurs, local response agencies will use the National Incident Management System (NIMS) to plan, train, exercise, and respond in a coordinated manner to protect people and natural resources and to minimize property damage within the community; and

WHEREAS, this Annex to the Snohomish County Comprehensive Emergency Management Plan (CEMP) coordinates responses of emergency personnel and supporting services in the event of an emergency or disaster, and during the aftermath thereof; and

WHEREAS, organizations have the responsibility to prepare and maintain standard operating procedures and commit to training and exercises required to support this Annex and the Snohomish County CEMP;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Gold Bar that the Annex to the Snohomish County Comprehensive Emergency Management Plan as attached shall be adopted and put into action and shall supersede all previous plans.

Severability

This resolution is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Effective Date

This Resolution shall take effect from, and after, its passage and approval, as provided by law.

Resolved this _____ day of _____, 2025.

APPROVED:

ATTEST/AUTHENTICATED:

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #787**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON, AMENDING ORDINANCE #781,
SAID ORDINANCE BEING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31ST 2025.**

WHEREAS, expenditures are anticipated to exceed budgetary estimates; and

WHEREAS, it is necessary to amend the 2025 budget to authorize spending authority for funds;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS as follows:

Section I, Budget

Section II, General Fund (001)

Section III, Street Fund (101)

Section IV, Park Impact Fund (103)

Section V, Capital Fund (301)

Section VI, Water Fund (401)

Section VII, Water Capital Fund (403)

Section VIII, Stormwater Fund (415)

Section IX, Severability

Section X, Effective Date

Section I, Budget

The budget for the City of Gold Bar, Washington, for the fiscal year 2025, as fixed and determined by the Council at a public hearing on November 5th, 2024, and as adopted by Ordinance #781 at the Council meeting of November 19th, 2024, is hereby amended as set forth in detail and by reference.

Section II, General Fund (001)

The General Fund is hereby amended to authorize additional expenditures of \$85,000.

Section III, Street Fund (101)

The Street Fund is hereby amended to authorize additional expenditures of \$6,000.

Section IV, Park Impact Fund (103)

The Street Fund is hereby amended to authorize additional expenditures of \$6,000.

Section V, Capital Fund (301)

The Capital Fund is hereby amended to authorize additional expenditures of \$55,000.

Section VI, Water Fund (401)

The Water Fund is hereby amended to authorize additional expenditures of \$30,000.

Section VII, Water Capital Fund (403)

The Water Capital Fund is hereby amended to authorize additional expenditures of \$550,000.

Section VIII, Stormwater Fund (415)

The Stormwater Fund is hereby amended to authorize additional expenditures of \$8,000.

Section IX, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section X, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2025.

Attest: _____, Lisa Stowe, Clerk/Treasurer

Attest: _____, Steve Yarbrough, Mayor

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #788**

**AN ORDINANCE OF THE CITY OF GOLD BAR, WASHINGTON, ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2026**

WHEREAS, the City Treasurer for the City of Gold Bar, Washington completed a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2026, and notice was published that the Council of said City would meet for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet and did consider the matter of the proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gold Bar for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year, and being sufficient to meet the various needs of the City during said period;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLD BAR, WASHINGTON
DOES ORDAIN AS FOLLOWS:**

Section I, Budget

Section II, Estimated balances

Section III, Certified Copy

Section IV, Severability

Section V, Effective Date

Section I

The budget for the City of Gold Bar, Washington, for the fiscal year 2026 is hereby adopted in its final form and content as set forth in the Excel document entitled '2026 Total Budget' which is on file in the office of City Treasurer.

Section II

Estimated resources, including fund balances or working capital for each separate fund of the City of Gold Bar, and aggregate totals (net of transactions between funds) for all such funds combined, for the year 2026 are set forth in the summary form known as 'Ordinance #788 Attachment A', hereby attached, and are hereby appropriated for revenues and expenditures.

Section III

The City Treasurer is directed to transmit a copy of the budget hereby adopted to the Washington State Auditor, the Association of Washington Cities, and any other government entity requiring copies of said budget.

Section IV

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section V

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2025.

Attest:

Lisa Stowe, Clerk/Treasurer

Attest:

Mayor

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

2026 Budget Ordinance #788 Attachment A

Fund Description	Estimated Beg. Bal Revenue		Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Estimated Ending	
								Balance	
001 - General	\$ 1,186,714.81	\$ 1,086,080.00	\$ -	\$ 2,272,794.81	\$ 1,026,080.00	\$ 60,000.00	\$ 1,086,080.00	\$ 1,186,714.81	
101 - Street	\$ 46,150.75	\$ 41,900.00	\$ 60,000.00	\$ 148,050.75	\$ 101,900.00	\$ -	\$ 101,900.00	\$ 46,150.74	
103 - Park Impact	\$ 106,462.86	\$ 3,800.00	\$ -	\$ 110,262.86	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 80,262.86	
104 - Street Impact	\$ 78,325.00	\$ 3,000.00	\$ -	\$ 81,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$ 26,325.00	
301 - Capital Projects	\$ 575,319.48	\$ 151,000.00	\$ -	\$ 726,319.48	\$ 151,000.00	\$ -	\$ 151,000.00	\$ 575,319.48	
302 - Grants	\$ 40,399.45	\$ 5,000.00	\$ -	\$ 45,399.45	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 40,399.45	
401 - Water	\$ 758,319.83	\$ 572,200.00	\$ -	\$ 1,330,519.83	\$ 572,200.00	\$ -	\$ 572,200.00	\$ 758,319.83	
403 - Water Capital	\$ 1,248,273.63	\$ 656,250.00	\$ -	\$ 1,904,523.63	\$ 582,250.00	\$ 74,000.00	\$ 656,250.00	\$ 1,248,273.63	
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$ 74,359.64	
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$ 85,000.00	
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$ 4,921.08	
415 - Stormwater	\$ 187,489.11	\$ 173,701.30	\$ -	\$ 361,190.41	\$ 173,701.30	\$ -	\$ 173,701.30	\$ 187,489.11	
633 - Agency	\$ 315.79	\$ 12,000.00	\$ -	\$ 12,315.79	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 315.79	
Total Proposed 2025 Budget	\$ 4,392,051.44	\$ 2,704,931.30	\$ 134,000.00	\$ 7,230,982.74	\$ 2,783,131.31	\$ 134,000.00	\$ 2,917,131.31	\$ 4,313,851.43	

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #790**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING THE
PERSONNEL MANUAL RELATING TO CREDIT/DEBIT CARD USE**

WHEREAS, the personnel manual includes a policy setting use of credit/debit cards; and

WHEREAS, Resolution #24-09, as adopted, revised card usage from debit cards to credit cards and revised threshold amounts; and

WHEREAS, the personnel manual requires updating to comply with changes listed in the resolution; and

WHEREAS, the personnel manual states that transactions must be approved in advance and documentation given to the Clerk/Treasurer prior to transactions taking place; and

WHEREAS, that requirement is cumbersome for small day-to-day transactions;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that the Personnel Manual be updated as follows.

Section I, Title 39 – Credit/Debit Card Use Policy

Section II, Severability

Section III, Effective Date

Section I, Title 39 – Credit/Debit Card Use Policy

Title 39, Credit/~~Debit~~ Card Use Policy

A. The purpose of this title is to establish a policy and procedure related to the distribution, authorization, control, and use of City credit and/or debit cards. ~~The City currently utilizes a debit card based on the ability to track transactions immediately rather than waiting for monthly statements.~~

B. The purpose of this title shall also be to establish credit limits and payments of bills related to City credit/~~debit~~ cards.

C. The City of Gold Bar finds that the use of credit/~~debit~~ cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency.

D. Setting up of Accounts: ~~The City Treasurer~~ Office Manager or designee will be responsible for setting up the City's credit/~~debit~~ card account(s) with an appropriate banking facility.

E. Credit/~~debit~~ cards will be limited to credit limits up to ~~\$5000~~ \$10,000. The Mayor may authorize a higher credit limit if deemed appropriate.

F. Distribution of credit/~~debit~~ cards: the number of cards issued per account will be determined by the City Treasurer or Mayor, keeping in mind the regularity of anticipated use and frequency of travel by City staff or officials.

G. Authorization and Control: ~~each supervisor~~ the Office Manager, or designee, will be responsible for the distribution and tracking of each credit/~~debit~~ card issued ~~to his or her department~~.

H. Payment of Bills: all receipts and associated documentation will be turned in to the City Treasurer or Public Works Director when incurred. ~~B~~ Billing statements will be sent to the City Treasurer who will reconcile statements and reimburse the ~~debit~~ credit card account monthly. Payment of any disallowed charges will be processed as stated in subsection 'K' below.

I. The process for charging a purchase to the ~~debit~~ credit card shall be as follows.

1. Transactions under one hundred dollars (\$100) daily will not require prior authorization. ~~must be approved in advance by the employee's supervisor.~~ Such small daily transactions must be documented by receipts turned in to the supervisor the same day the transaction takes place.

2. Transactions over one hundred dollars (\$100) daily shall require prior authorization, documented in writing, and documentation of that authorization along with receipts, turned in to the supervisor.

~~2. Prior approval will be documented by the employee's supervisor and that documentation given to the Clerk/Treasurer.~~

~~3. Receipts shall be given to the Clerk/Treasurer on the same day the purchase is made.~~

3. Supervisors shall submit receipts and any required documentation to the Clerk/Treasurer.

4. The Clerk/Treasurer will file any required approvals and all receipts with the ~~debit~~ credit card statement and reconciliation.

5. Statements, reconciliations, and documentation shall be reviewed by the Finance Committee.

J. Personal charges: personal charges to City credit/~~debit~~ cards are not allowed.

K. Disallowed charges: credit/~~debit~~ cards may only be used for City business. Any employee using a City-issued credit/~~debit~~ card for non-City business shall be billed for all charges on the credit card, and the City Treasurer or his or her designee is directed and authorized to make payroll deductions to recover any unauthorized charges if the employee does not pay the charges prior to the time they are due. The amount due by the employee will include any accrued credit/~~debit~~ card interest and any penalties resulting from the charge.

L. Any employee that uses a card for non-City business may be subject to disciplinary action which may take the form of disciplinary letters in personnel files, or up to termination of employment.

~~L.~~ M. The Mayor, or supervisor, as appropriate, may bar any employee with a demonstrated history of charge card defaults, from using any City credit/~~debit~~ cards.

~~M.~~ N. Cash advances: cash advances on all City credit/~~debit~~ cards are prohibited.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, November 4, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Yarbrough called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig and Martin. Councilmembers Russell and Sears attended via Zoom. Councilmember Lie was absent. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

MAYOR'S REPORT

Mayor Yarbrough attended numerous events, including the ribbon cutting for a new business, a winter weather summit, a meeting regarding grant applications, and one with Washington Wild, which he highly recommends councilmembers attend.

STAFF REPORT

Chief Whalen reviewed calls in the region, including the number of traffic stops. Deputy Gallina was involved in a stop that led to confiscation of eight grams of methamphetamine. Chief Whalen also talked about the number of people in the region who have signed up for Snohomish County Alerts and encouraged people to do so if they have not.

Director Norris and staff are working on a path to address odors from marijuana operations.

Clerk Stowe said that insurance issues were resolved between Evergreen Health and Regence.

Office Manager Beaston asked for a moment of silence to remember Dave Kaseburg and Dakota Pickens. City staff grieve their loss and offer condolences to the family.

COUNCIL COMMENTS

Councilmember Sears reminded people to get their ballots in before polls close.

Councilmember Martin said cold-weather shelters are open in Monroe and community transit will give free rides there. She also thanked Chief Whalen for his outstanding service.

Councilmember Russell talked about the need to step up and help local food banks.

Councilmember Craig toured the city's water system with Director Norris in order to learn more about it. She also thanked staff for their work on the County Emergency Management Comprehensive Plan.

PUBLIC HEARING

Mayor Yarbrough called the public hearing to order at 7:11 pm to discuss the 2026 budget. Clerk Stowe reviewed the hearing process. Councilmember Craig asked about recusing herself because of her work with the Department of Emergency Management (DEM), but Clerk Stowe said the discussion would be around the stormwater fund so there would be no conflict of interest. No other councilmembers had any reason to recuse themselves from the hearing.

The storm water fund is not supporting itself, as it is legally required to do. The options before the council include raising rates or cutting the level of service. There was a great deal of discussion, including the amount of increase needed, that level of service cuts would be aesthetic such as mowing and weed-whacking retention ponds and not functionality, the need to maintain defensible spaces, the impact of Department of Correction crews, environmental impacts, senior discounts, the work done over the years to improve stormwater and reduce cost, and what a hybrid of actions might look like. The draft budget ordinance should be available at the next meeting for further discussion.

After discussion, Councilmember Sears moved to adjourn the public hearing and with a second by Councilmembers Martin and Russell, the public hearing was adjourned at 7:33 and the regular agenda returned to.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Snohomish County Animal Services Interlocal. The County made the requested revisions removing the wording 'cats and small animals'. Councilmember Sears moved to authorize Mayor Yarbrough to sign the interlocal and with a second by Councilmember Russell the motion carried.

NEW BUSINESS

DEM Funding and Emergency Management Comprehensive Plan. DEM staff Lucia Schmit and Dara Salmon were available to answer questions. DEM faces loss of funding due to federal changes to grants. There was discussion around operating costs, active litigation with the federal government contesting cuts, the impact of the federal shutdown, loss of staff, the increase in costs to the city if funding is lost, and the need to raise funding or lower services, and what services DEM provides.

Regarding the Comprehensive Plan, DEM staff described what the plan is, what it does, and the need to have a standard document that includes all entities. After discussion the consensus of the council was to move forward with sending the draft to DEM for review. A final draft will then come to the council for action.

Resolution #25-08, 2026 Property Taxes and Levy Certification. This resolution raises property taxes the annual 1%. After brief discussion, Councilmember Sears moved to approve Resolution #25-08 as presented and to authorize Clerk Stowe to sign the Levy Certification document and with a second by Councilmember Russell, the motion carried.

Town Hall Meeting Date. After brief discussion, the town hall meeting regarding Moring Park will be held January 20th, half an hour prior to the council meeting.

Ordinance #789, Amending Personnel Manual. This amendment addresses discrimination and harassment. After brief discussion, Councilmember Sears moved to accept Ordinance #789 for an introduction and first reading and with a second by Councilmember Russell, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears said there was one minute left to submit ballots.

Councilmember Martin spoke with Chief Whalen about Flock Cameras. She felt they were good tools if used properly but agreed with Chief Whalen to wait and see how they work out for other entities.

Councilmember Russell talked about the use of license plates and that flags should not be flying if in bad condition. He also felt people needed to know how to hang flags. Councilmember Martin agreed and added that they should be illuminated.

MINUTES APPROVAL

Councilmember Sears moved to approve the October 21st, 2025, minutes as presented and with a second by Councilmember Russell, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38749 through 38781 with \$27,140.35 for claims and \$53,484.65 for payroll and taxes, for a grand total of \$80,625.00 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmembers Martin and Russell both moved to adjourn the meeting and with a second by Councilmember Sears the motion carried, and the meeting was adjourned at 8:04 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 13:59:36 Date: 11/13/2025

11/05/2025 To: 11/18/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2013	11/05/2025	Claims	7	38782	US Postal Service	380.95	Utility Billing
2017	11/06/2025	Claims	7	38783	Planet Technology	350.32	
2034	11/12/2025	Payroll	7	38784	Richard L Baker	200.00	
2035	11/12/2025	Payroll	7	38785	Denise J Beaston	800.00	
2048	11/18/2025	Claims	7	38786	A&H Well Services, LLC	5,236.80	
2049	11/18/2025	Claims	7	38787	Barmon Lumber	124.64	
2050	11/18/2025	Claims	7	38788	Citi Cards	4,645.05	
2051	11/18/2025	Claims	7	38789	City Of Gold Bar	546.80	
2052	11/18/2025	Claims	7	38790	Comcast Business	344.42	
2053	11/18/2025	Claims	7	38791	Consolidated Supply Co.	1,436.81	
2054	11/18/2025	Claims	7	38792	Malcom Cunningham	71.65	Tree Board Supplies
2055	11/18/2025	Claims	7	E38793	Dept Of Revenue-Excise Tax	1,975.44	
2056	11/18/2025	Claims	7	38794	ICONIX Waterworks	2,129.81	
2057	11/18/2025	Claims	7	38795	Lowe's Business Account	64.72	
2058	11/18/2025	Claims	7	38796	Charles H Myers	406.00	October, Annual Eye Exam
2059	11/18/2025	Claims	7	38797	Monroe Parts House, Inc. NAPA	155.81	
2060	11/18/2025	Claims	7	38798	National Barricade Co. LLC	1,192.62	
2061	11/18/2025	Claims	7	38799	Pacific Power Batteries	76.89	
2062	11/18/2025	Claims	7	38800	Platt	44.06	
2063	11/18/2025	Claims	7	38801	Sno County PUD	1,583.41	
2064	11/18/2025	Claims	7	38802	Sno County Sheriff	43,624.00	November 2025
2065	11/18/2025	Claims	7	38803	Sound Publishing	20.64	
2066	11/18/2025	Claims	7	38804	Utilities Underground	17.55	
2067	11/18/2025	Claims	7	38805	WA Association Of Bldg Officials	109.00	Annual Fee
2068	11/18/2025	Claims	7	38806	WA State Treasurer	193.56	
2069	11/18/2025	Claims	7	38807	Washington Fire Safety Supply	329.65	Annual Inspection
2070	11/18/2025	Claims	7	38808	Ziply Fiber	304.11	
2071	11/18/2025	Claims	7	38809	Ziply Fiber	49.91	
2072	11/18/2025	Claims	7	38810	Ziply Fiber	41.67	

001 General Government	47,278.57		
101 City Street	3,153.64		
103 Park Impact Fee Fund	609.35		
401 Water Operating	12,194.18		
403 Water Capital Improvement	1,584.70		
415 Stormwater Fund	1,442.29		
633 Agency Fund	193.56		
		Claims:	65,456.29
	66,456.29	Payroll:	1,000.00

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, December 2, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
OATHS OF OFFICE			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
1. ORDINANCE #790 AMENDING PERSONNEL MANUAL – SECOND READING AND ADOPTION			
2. ORDINANCE #787 AMENDING 2025 BUDGET – SECOND READING AND ACTION			
3. ORDINANCE #788 ADOPTING 2026 BUDGET – SECOND READING AND ACTION			
NEW BUSINESS			
1. DRUG TASK FORCE INTERLOCAL – DISCUSSION AND ACTION			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		November 18th, 2025	
VOUCHER APPROVAL			
CHECKS		CLAIMS	PAYROLL & TAXES
38811 - 38848		\$15,142.06	\$50,543.77
			\$65,685.83
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #790**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING THE
PERSONNEL MANUAL RELATING TO CREDIT/DEBIT CARD USE**

WHEREAS, the personnel manual includes a policy setting use of credit/debit cards; and

WHEREAS, Resolution #24-09, as adopted, revised card usage from debit cards to credit cards and revised threshold amounts; and

WHEREAS, the personnel manual requires updating to comply with changes listed in the resolution; and

WHEREAS, the personnel manual states that transactions must be approved in advance and documentation given to the Clerk/Treasurer prior to transactions taking place; and

WHEREAS, that requirement is cumbersome for small day-to-day transactions;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that the Personnel Manual be updated as follows.

Section I, Title 39 – Credit/Debit Card Use Policy

Section II, Severability

Section III, Effective Date

Section I, Title 39 – Credit/Debit Card Use Policy

Title 39, Credit/~~Debit~~ Card Use Policy

A. The purpose of this title is to establish a policy and procedure related to the distribution, authorization, control, and use of City credit and/or debit cards. ~~The City currently utilizes a debit card based on the ability to track transactions immediately rather than waiting for monthly statements.~~

B. The purpose of this title shall also be to establish credit limits and payments of bills related to City credit/~~debit~~ cards.

C. The City of Gold Bar finds that the use of credit/~~debit~~ cards is a customary and economical business practice to improve cash management, reduce costs, and increase efficiency.

D. Setting up of Accounts: ~~The City Treasurer~~ Office Manager or designee will be responsible for setting up the City's credit/~~debit~~ card account(s) with an appropriate banking facility.

E. Credit/~~debit~~ cards will be limited to credit limits up to ~~\$5000~~ \$10,000. The Mayor may authorize a higher credit limit if deemed appropriate.

F. Distribution of credit/~~debit~~ cards: the number of cards issued per account will be determined by the City Treasurer or Mayor, keeping in mind the regularity of anticipated use and frequency of travel by City staff or officials.

G. Authorization and Control: ~~each supervisor~~ the Office Manager, or designee, will be responsible for the distribution and tracking of each credit/~~debit~~ card issued ~~to his or her department~~.

H. Payment of Bills: all receipts and associated documentation will be turned in to the City Treasurer or Public Works Director when incurred. ~~B~~ Billing statements will be sent to the City Treasurer who will reconcile statements and reimburse the ~~debit~~ credit card account monthly. Payment of any disallowed charges will be processed as stated in subsection 'K' below.

I. The process for charging a purchase to the ~~debit~~ credit card shall be as follows.

1. Transactions under one hundred dollars (\$100) daily will not require prior authorization. ~~must be approved in advance by the employee's supervisor.~~ Such small daily transactions must be documented by receipts turned in to the supervisor the same day the transaction takes place.

2. Transactions over one hundred dollars (\$100) daily shall require prior authorization, documented in writing, and documentation of that authorization along with receipts, turned in to the supervisor.

a. Fuel transactions are exempt from written prior authorization. Receipts must be turned in to the supervisor the same day as the transaction takes place. Fuel usage is tracked in an alternative authorization method by the public works director and clerk/treasurer.

~~2. Prior approval will be documented by the employee's supervisor and that documentation given to the Clerk/Treasurer.~~

~~3. Receipts shall be given to the Clerk/Treasurer on the same day the purchase is made.~~

3. Supervisors shall submit receipts and any required documentation to the Clerk/Treasurer.

4. The Clerk/Treasurer will file any required approvals and all receipts with the ~~debit~~ credit card statement and reconciliation.

5. Statements, reconciliations, and documentation shall be reviewed by the Finance Committee.

J. Personal charges: personal charges to City credit/~~debit~~ cards are not allowed.

K. Disallowed charges: credit/~~debit~~ cards may only be used for City business. Any employee using a City-issued credit/~~debit~~ card for non-City business shall be billed for all charges on the credit card, and the City Treasurer or his or her designee is directed and authorized to make payroll deductions to recover any unauthorized charges if the employee does not pay the charges prior to the time they are due. The amount due by the employee will include any accrued credit/~~debit~~ card interest and any penalties resulting from the charge.

L. Any employee that uses a card for non-City business may be subject to disciplinary action which may take the form of disciplinary letters in personnel files, or up to termination of employment.

~~L.~~ M. The Mayor, or supervisor, as appropriate, may bar any employee with a demonstrated history of charge card defaults, from using any City credit/~~debit~~ cards.

~~M.~~ N. Cash advances: cash advances on all City credit/~~debit~~ cards are prohibited.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2025.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #787**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON, AMENDING ORDINANCE #781,
SAID ORDINANCE BEING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31ST 2025.**

WHEREAS, expenditures are anticipated to exceed budgetary estimates; and

WHEREAS, it is necessary to amend the 2025 budget to authorize spending authority for funds;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS as follows:

Section I, Budget

Section II, General Fund (001)

Section III, Street Fund (101)

Section IV, Park Impact Fund (103)

Section V, Capital Fund (301)

Section VI, Water Fund (401)

Section VII, Water Capital Fund (403)

Section VIII, Stormwater Fund (415)

Section IX, Severability

Section X, Effective Date

Section I, Budget

The budget for the City of Gold Bar, Washington, for the fiscal year 2025, as fixed and determined by the Council at a public hearing on November 5th, 2024, and as adopted by Ordinance #781 at the Council meeting of November 19th, 2024, is hereby amended as set forth in detail and by reference.

Section II, General Fund (001)

The General Fund is hereby amended to authorize additional expenditures of ~~\$85,000~~ \$75,000

Section III, Street Fund (101)

The Street Fund is hereby amended to authorize additional expenditures of ~~\$6,000~~ \$4,000.

Section IV, Park Impact Fund (103)

The Park Impact Fund is hereby amended to authorize additional expenditures of ~~\$6,000~~ \$3,000.

Section V, Capital Fund (301)

The Capital Fund is hereby amended to authorize additional expenditures of ~~\$55,000~~ \$45,000.

Section VI, Water Fund (401)

The Water Fund is hereby amended to authorize additional expenditures of ~~\$30,000~~ \$45,000.

Section VII, Water Capital Fund (403)

The Water Capital Fund is hereby amended to authorize additional expenditures of ~~\$550,000~~ \$400,000.

Section VIII, Stormwater Fund (415)

The Stormwater Fund is hereby amended to authorize additional expenditures of ~~\$8,000~~ \$6,000.

Section IX, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section X, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2025.

Attest: _____, Lisa Stowe, Clerk/Treasurer

Attest: _____, Steve Yarbrough, Mayor

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #788**

**AN ORDINANCE OF THE CITY OF GOLD BAR, WASHINGTON, ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2026**

WHEREAS, the City Treasurer for the City of Gold Bar, Washington completed a proposed budget and estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the fiscal year ending December 31, 2026, and notice was published that the Council of said City would meet for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet and did consider the matter of the proposed budget; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gold Bar for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year, and being sufficient to meet the various needs of the City during said period;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLD BAR, WASHINGTON
DOES ORDAIN AS FOLLOWS:**

Section I, Budget

Section II, Estimated balances

Section III, Certified Copy

Section IV, Severability

Section V, Effective Date

Section I

The budget for the City of Gold Bar, Washington, for the fiscal year 2026 is hereby adopted in its final form and content as set forth in the Excel document entitled '2026 Total Budget' which is on file in the office of City Treasurer.

Section II

Estimated resources, including fund balances or working capital for each separate fund of the City of Gold Bar, and aggregate totals (net of transactions between funds) for all such funds combined, for the year 2026 are set forth in the summary form known as 'Ordinance #788 Attachment A', hereby attached, and are hereby appropriated for revenues and expenditures.

Section III

The City Treasurer is directed to transmit a copy of the budget hereby adopted to the Washington State Auditor, the Association of Washington Cities, and any other government entity requiring copies of said budget.

Section IV

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section V

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the City Council of the City of Gold Bar this _____ day of _____, 2025.

Attest:

Lisa Stowe, Clerk/Treasurer

Attest:

Mayor

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

2026 Budget Ordinance #788 Attachment A

Fund Description	Estimated Beg. Bal	Revenue	Transfers In	Total Revenue	Expenditures	Transfers Out	Total Expenditures	Balance	Estimated Ending
001 - General	\$ 1,177,175.81	\$ 1,086,080.00	\$ -	\$ 2,263,255.81	\$ 1,026,080.00	\$ 60,000.00	\$ 1,086,080.00	\$	1,177,175.81
101 - Street	\$ 42,531.50	\$ 41,900.00	\$ 60,000.00	\$ 144,431.50	\$ 101,900.00	\$ -	\$ 101,900.00	\$	42,531.49
103 - Park Impact	\$ 106,462.86	\$ 3,800.00	\$ -	\$ 110,262.86	\$ 30,000.00	\$ -	\$ 30,000.00	\$	80,262.86
104 - Street Impact	\$ 78,325.00	\$ 3,000.00	\$ -	\$ 81,325.00	\$ 55,000.00	\$ -	\$ 55,000.00	\$	26,325.00
301 - Capital Projects	\$ 575,319.48	\$ 151,000.00	\$ -	\$ 726,319.48	\$ 151,000.00	\$ -	\$ 151,000.00	\$	575,319.48
302 - Grants	\$ 40,399.45	\$ 5,000.00	\$ -	\$ 45,399.45	\$ 5,000.00	\$ -	\$ 5,000.00	\$	40,399.45
401 - Water	\$ 753,219.46	\$ 572,200.00	\$ -	\$ 1,325,419.46	\$ 572,200.00	\$ -	\$ 572,200.00	\$	753,219.46
403 - Water Capital	\$ 1,275,803.50	\$ 656,250.00	\$ -	\$ 1,932,053.50	\$ 582,250.00	\$ 74,000.00	\$ 656,250.00	\$	1,275,803.50
404 - USDA Reserve	\$ 74,359.64	\$ -	\$ -	\$ 74,359.64	\$ -	\$ -	\$ -	\$	74,359.64
405 - Water Emergency Reserve	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	\$ -	\$	85,000.00
407 - Water Debt	\$ 4,921.08	\$ -	\$ 74,000.00	\$ 78,921.08	\$ 74,000.00	\$ -	\$ 74,000.00	\$	4,921.08
415 - Stormwater	\$ 181,734.51	\$ 173,701.30	\$ -	\$ 355,435.81	\$ 173,701.30	\$ -	\$ 173,701.30	\$	181,734.51
633 - Agency	\$ 849.43	\$ 12,000.00	\$ -	\$ 12,849.43	\$ 12,000.00	\$ -	\$ 12,000.00	\$	849.43
Total Proposed 2026 Budget	\$ 4,396,101.73	\$ 2,704,931.30	\$ 134,000.00	\$ 7,235,033.03	\$ 2,783,131.31	\$ 134,000.00	\$ 2,917,131.31	\$	4,317,901.71

INTERLOCAL AGREEMENT FOR SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION

This INTERLOCAL AGREEMENT FOR THE SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION (this “Agreement”) is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, and the following Municipal Corporations, municipal corporations of the State of Washington, and the State of Washington (collectively referred to as “Participating Jurisdiction”).

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	Washington State Patrol
City of Index	
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

RECITALS

- A. The Participating Agencies are public agencies as defined by Chapter 39.34 RCW and Chapter 10.93 RCW, and are authorized to enter interlocal agreements to provide for joint or cooperative actions 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; and
- B. Drug trafficking and related crime occur throughout Snohomish County and the surrounding region. This criminal activity requires specially trained and equipped investigators and staff creating the demand for a coordinated regional response. The Participating Agencies believe these investigations and activities are most economically served by the formation of a regional drug task force (hereinafter Task Force)
- C. Through this Agreement the Participating Agencies intend to combine their respective investigative personnel to form a regional Task Force. The regional Task Force shall be specially structured, trained, and equipped to conduct drug trafficking and related criminal investigations within each Participating Agency's jurisdiction and the surrounding region.
- D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. DEFINITIONS

- 1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, that is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that assigns at least one full-time employee to the Task Force.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall govern the parties' performance beginning on January 1, 2026, ("Effective Date") and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties' obligations after December 31, 2026, are contingent upon local legislative appropriation of the necessary funds for this specific purpose per each parties' Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party's Interlocal Agreements webpages or other electronically retrievable public source.

2.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of two (2) year terms (respectively, "First Additional Term" and "Second Additional Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

3. ESTABLISHMENT AND PURPOSE OF THE SNOHOMISH REGIONAL DRUG TASK FORCE

3.0 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend this Agreement to create a separate legal entity subject to suit.

3.1 Task Force goals are to:

- a. Reduce the number of drug traffickers in Snohomish County through professional investigation, apprehension, and conviction.
- b. Efficiently attack, disrupt, and prosecute individual(s) and organized mid to upper-level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations.
- c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions, and the sharing of resources and information; and
- d. Address these issues with the foremost consideration of safety for both law enforcement and the community.

3.2 The Task Force will implement operations, including but not limited to the following.

- a. Development of intelligence,
- b. Target identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and

f. Asset forfeiture/disposition.

4. SNOHOMISH REGIONAL DRUG TASK FORCE EXECUTIVE BOARD

4.1 The parties hereby create the Snohomish Regional Drug Task Force Board (hereinafter referred to as the “Board”) to provide oversight and direction to the Task Force. Board members shall be comprised of the Chief of Police from each Contributing Jurisdiction. One “at-large” Chief of Police will be selected by a majority vote from the remaining Participating Jurisdictions.

Additional members of the Board shall be the Snohomish County Prosecutor, the City of Everett Attorney, and the Executive Director of the Northwest High-Intensity Drug Trafficking Area (“HIDTA”) Program. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement assigns full-time personnel to the Task Force, the Chief of Police from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

4.2 The Snohomish County Sheriff shall serve as Chair of the Board.

4.3 The Board may adopt bylaws which include procedures for the appointment of alternate members to attend Board meetings in the absence of members. At the meetings, alternate members shall have the same rights as the appointing Board member. The Board shall have decision-making authority and will approve changes to standard operating procedures (“SOP”). The Board shall also evaluate the Task Force's performance and review the annual budget.

4.4 Voting

a. Any action taken by the Board under this Agreement shall be based on a simple majority of votes, weighted as described in (b), of Board members or alternate members present at the respective meeting.

b. Board member votes shall be allocated according to the number of full-time personnel the Contributing Jurisdiction contributes to the Task Force at the time of the vote. For example, if

the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes, and the City of Lynnwood has three. The At-large Chief of Police, the Snohomish County Prosecutor, the City of Everett City Attorney, and the Executive Director of the Northwest HIDTA have one vote each.

5. TASK FORCE ORGANIZATION

5.1 The Task Force shall be organized according to the chart contained as Exhibit A, incorporated herein by this reference. Assigned Task Force personnel typically consist of a Task Force Commander, Lieutenant, Sergeants, Detectives or Agents, Deputy Prosecutor, and support personnel.

Task Force personnel shall be directed in their duties by the Task Force Commander (“Commander”). The Commander is an employee of Snohomish County. The selection of the Commander shall be conducted per Exhibit B, incorporated herein by this reference. Appointment and removal of the Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff choose to remove the Commander without cause, the Board must be consulted before action is taken.

5.2 Exhibit C, incorporated by this reference, sets forth the personnel currently assigned to the Task Force by each Contributing Jurisdiction. Nothing in this Agreement shall restrict the ability of any Contributing Jurisdiction to reassign personnel now or later assigned to the Task Force.

5.3 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights,

duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations applicable to its employees. When a Participating or Contributing Jurisdiction considers assigning a new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection.

5.4 Employees assigned to the Task Force are subject to and responsible for following the published Task Force policies and procedures. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.

5.5 At the Commander's discretion employees from Contributing Jurisdictions may be selected to fill any of the following positions: Detection Canine Handler, Financial Investigations, and Technology Investigation.

5.6 The Task Force will follow a management system for shared coordination and direction of personnel, financial, equipment, and technical resources, as stated in this Agreement.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

The Commander will develop and maintain all policies and standard operating procedures of the Task Force to be presented to the Board at any regular Board meeting. The Board maintains the responsibility to review and approve by affirmative vote before implementation. However, in the event of a change to policy in keeping with the best industry and safety standards or pursuant to a change in law, statute, or

code, the Commander may authorize the implementation of the change with notice given to the Board. The update to the policy must be voted upon at the next regularly scheduled meeting of the Board.

7. BUDGET AND FINANCE

7.1 The 2026 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.

7.2 The Sheriff's Office will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. Proposed increases to the Task Force budget exceeding 3% of any Participating Jurisdiction's funding obligation from the prior year must first be approved by the Board. Any special assessments to Participating Jurisdictions must be first approved by the Board.

7.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.

7.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

7.5 Snohomish County shall maintain designated financial accounts to support Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.

7.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.

7.7 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

7.8 The Task Force shall reimburse Contributing Jurisdictions for actual overtime costs up to the annual federal overtime maximum for overtime work published by the U.S. Office of Personnel Management for overtime performed by a Contributing Jurisdiction detective(s) assigned to the Task Force. The Task Force's obligation to reimburse a Contributing Jurisdiction for overtime costs is contingent on the Task Force receiving federal funding for such purpose. If the Task Force does not receive federal funding for overtime, or the federal funding for overtime is depleted, any overtime compensation shall be the responsibility of the employing agency. A contributing Jurisdiction seeking reimbursement for overtime costs shall submit a properly executed voucher to the Sheriff's Office within 90-days of the accrual of the overtime.

8. GENERAL ADMINISTRATION

8.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

8.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that is within its particular control and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.

8.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, to administer the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability concerning a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.

8.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 13 of this Agreement.

9. ASSET FOFEITURE

9.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture

that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

9.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

9.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 9.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its agency code. The parties intend that each Participating Jurisdiction's equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided, however, the SCSO is entitled to claim an additional twenty-five percent (25%) to account for Task Force operation/administrative expenses. The parties acknowledge, however, that final determination of a Participating Jurisdiction's receipt and percentage allocation of federal forfeiture proceeds is within the discretionary authority of the Department of the Treasury or the Department of Justice, as applicable.

h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 9.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.

9.4 State Forfeiture.

a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percentage, listed in Exhibit D.

b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.

c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW

69.50.505 shall use such assets in accordance with RCW 69.50.505

10. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term “Equipment” shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing Task Force operations.

10.1 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.

10.2 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.

10.3 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

10.4 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

11. COVENANT TO COOPERATE

Each Participating Agency covenants to the other parties that it shall use good faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

12. COMPLIANCE WITH LAWS

The Participating Agencies shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

13. INDEMNIFICATION

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

14. NOTIFICATION OF LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, including its officers or employees, relating to its Task Force participation, performance or activities, it shall be the duty of that party to notify the other parties that said lawsuit has been initiated.

All claims against the state, or against the state's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct, must be presented to the Office of Risk Management. A claim is deemed presented when the claim form is delivered in

person or by regular mail, registered mail, or certified mail, with return receipt requested, or as an attachment to email or by fax, to the office of risk management. All claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management.

15. WITHDRAWAL/TERMINATION

15.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under Section 10.3 of this Agreement with respect to asset forfeitures the Participating Jurisdiction participated in before the effective date of withdrawal.

15.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

16. RECORDS

16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

16.2 Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

17. NOTICES/ADMINISTRATOR

Any notice required or permitted to be given under this Agreement shall be in writing and shall specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail (with proof of receipt). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff
Drug Task Force Commander
3000 Rockefeller Ave. M/S 706
Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed given on the day each notice is personally delivered, transmitted by electronic email, or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed within accordance of this section.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted

by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

18. MISCELLANEOUS

18.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

18.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

18.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

18.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

18.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by another party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by any party of any particular Default constitute a waiver of any other Default or any similar future Default.

18.6 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

18.7 Execution in Counterparts

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in Section 3.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

18.8 Modification

Participating Jurisdictions here to reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

18.9 Nondiscrimination

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Recommended for approval:

By Susanna Johnson Digitally signed by Susanna Johnson
Date: 2025.11.05 08:08:21 -08'00'
Name: Susanna Johnson
Title: Snohomish County Sheriff

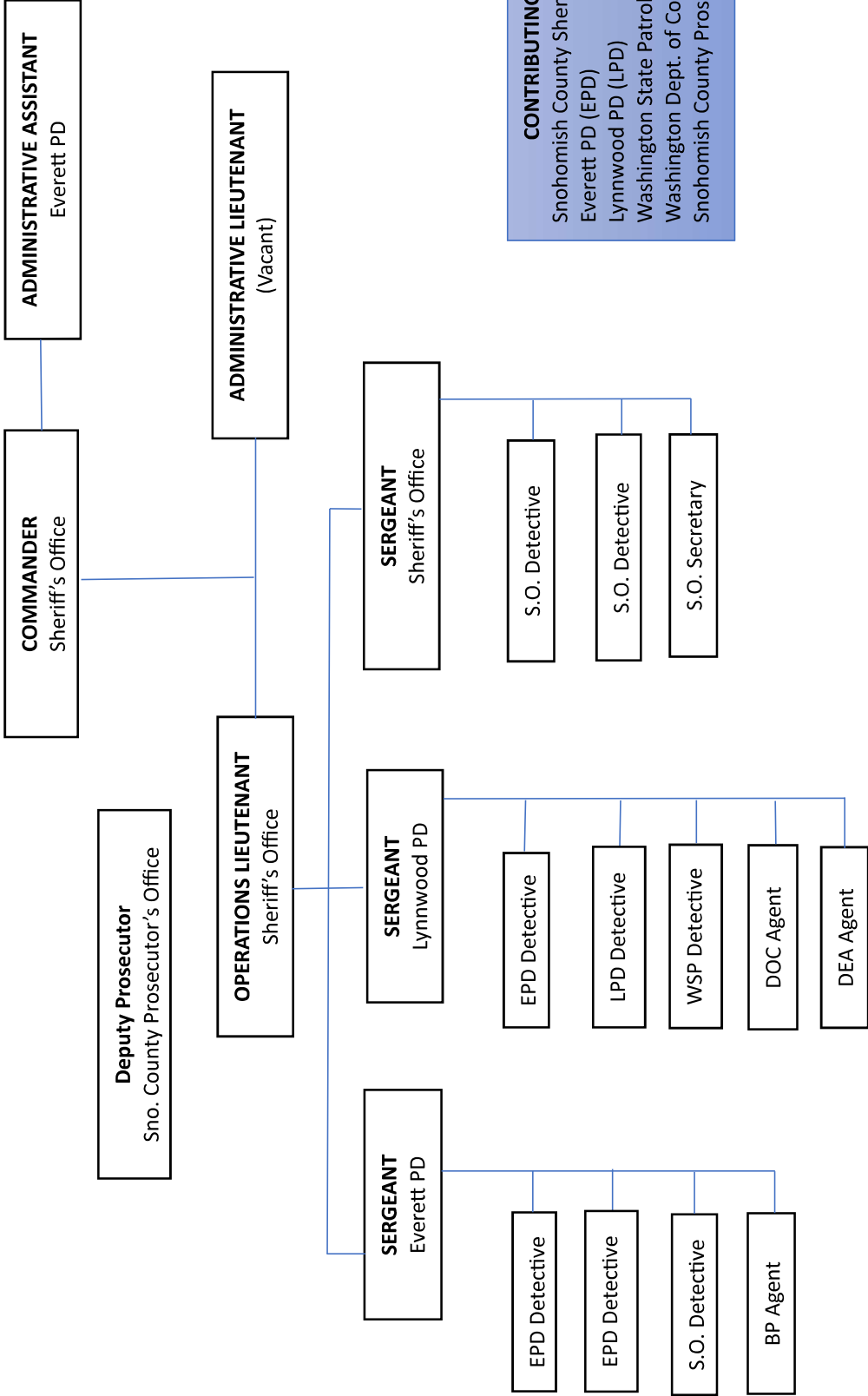
Approved as to Form:

Deputy Prosecuting Attorney

SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT
EXHIBIT A (January 01, 2026)

SRDTF Executive Board

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA,
Snohomish County Prosecuting Attorney, City of Everett City Attorney



CONTRIBUTING JURISDICTIONS:

Snohomish County Sheriff's Office (S.O.)
Everett PD (EPD)
Lynnwood PD (LPD)
Washington State Patrol (WSP)
Washington Dept. of Corrections (DOC)
Snohomish County Prosecutor's Office

EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt (“at will”) employee of the Sheriff’s Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board’s three recommended candidates.

The Drug Task Force Commander’s initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander’s service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2026 – December 31, 2026

EVERETT POLICE DEPARTMENT

1 Sergeant	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff - Vacant
1 Support Staff	Snohomish County Sheriff

FUNDING

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

1 Deputy Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON**FUNDING**

1 Detective

Washington State Patrol

1 Agent

Department of Corrections

Agency	Participants	E-Board Vote	Pcnt.	Notes
Everett PD	5	5	38.5%	
Snoh Co Sheriff's Off	6	6	46%	
Lynnwood PD	2	2	15.5%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

[April 1, 2025, Population of Cities, Towns and Counties \(wa.gov\)](https://www.wa.gov)

JURISDICTION	POPULATION April 1, 2025	PERCENTAGE	2026 ALLOCATION AMOUNT
Arlington	23,080	2.64%	\$ 6,185.00
Bothell	20,420	2.34%	\$ 5,482.00
Brier	6,630	0.76%	\$ 1,780.00
Darrington	1,520	0.17%	\$ 398.00
Edmonds	43,510	4.98%	\$ 11,667.00
Everett	114,700	13.13%	\$ 30,760.00
Gold Bar	2,350	0.27%	\$ 633.00
Granite Falls	4,775	0.55%	\$ 1,288.00
Index	170	0.02%	\$ 47.00
Lake Stevens	42,180	4.82%	\$ 11,292.00
Lynnwood	42,540	4.87%	\$ 11,409.00
Marysville	74,640	8.65%	\$ 20,264.00
Mill Creek	21,630	2.48%	\$ 5,810.00
Monroe	20,960	2.40%	\$ 5,623.00
Mountlake Terrace	24,240	2.82%	\$ 6,606.00
Mukilteo	21,600	2.47%	\$ 5,786.00
Snohomish	10,500	1.20%	\$ 2,811.00
Stanwood	8,950	1.02%	\$ 2,390.00
Sultan	7,405	0.85%	\$ 1,991.00
Snohomish County	380,600	43.56%	\$ 102,049.00
TOTALS:	873,800	100%	\$ 234,271.00

Increase to TF Commanders' Salary
2026 COLA increase of 5.00%
Increase to TF Analyst Salary
2026 COLA increase of 5.00%

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, November 18, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro-Tem Russell called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, Martin, and Sears. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom.

AGENDA APPROVAL

Councilmember Sears moved to adopt the agenda as presented and with a second by Councilmember Martin, the motion carried.

MAYOR'S REPORT

Mayor Pro-Tem Russell talked about the larger police presence watching for those running stop signs. He also commented on the number of kids out on bikes, and the need for helmets.

STAFF REPORT

Chief Whalen attended the recent fire commissioners' meeting. He said Deputy Grasseeth would be receiving a public safety award from VFW. The annual Shop with a Cop will be held December 9th. Chief Whalen then spoke briefly about a burglary the night before from the city's maintenance shop.

Mayor Pro-Tem Russell said he had been reviewing information on the opioid treatment van and wondered if there had been any calls or complaints relating to that. Chief Whalen said there had been two calls for service in the park and ride but they weren't specifically related to the treatment van. He has not received any complaints.

Councilmember Lie read the police blotters Chief Whalen submits, noticed more parking violations, and asked for details. Chief Whalen said they were related to people coming from out of town and parking illegally at the park.

Director Norris gave more information about the recent burglary that Chief Whalen and the deputies are working on. He also said staff have been working on improvements to the dog kennel.

Councilmember Lie noticed from previous minutes that the topic of the marijuana shops came up again and asked for information. Director Norris worked with Puget Sound Clean Air (PSCA) agency and came up with a process to determine which businesses are licensed and legal. He had Clerk Stowe did a public records request to the Liquor Control Board for the business information, and with that, PSCA and the

Liquor Control Board will be able to determine which businesses are out of compliance with licensing. Any businesses found to be out of compliance can have regulations enforced through the business license process with the city. There was brief discussion.

Director Norris then mentioned standing water at the Fall View development, and that the developers had repaired this.

Clerk Stowe said the audit process is continuing.

Office Manager Beaston reminded people to keep their dogs contained, and Councilmember Lie thanked her for her report.

COUNCIL COMMENTS

Councilmember Sears will miss the next council meeting and asked to be excused. Councilmember Lie moved to excuse Councilmember Sears and with a second by Councilmember Martin, the motion carried.

Councilmember Lie said he was unable to make the last meeting as he was working on ballot collections for the recent election. Councilmember Sears moved to excuse Councilmember Lie's absence and with a second by Councilmember Craig, the motion carried.

Councilmember Lie then talked about the recent Snohomish County Tomorrow meeting and their discussions around emergency management mitigation and the impact of Artificial Intelligence on employment in the county.

Councilmember Craig talked about the public assistance damage report for the Department of Emergency Management and the process to support a student for community leadership. Some residents have come to her with good ideas around community involvement and she offered to take on compiling ways people can help those who need help. She has also registered for a training for newly elected officials.

CITIZEN COMMENTS

Kirsten Weinmeister spoke about how Gold Bar will be isolated in a disaster and that it would be beneficial to talk more about what Gold Bar can do in that kind of situation. She felt the draft Comprehensive Emergency Management Plan was insufficient in detail.

PUBLIC HEARING

Clerk Stowe called the public hearing to order at 7:24 pm to discuss the 2026 budget. No councilmembers had any reason to recuse themselves from the hearing.

The draft budget includes the rate increase for stormwater but not a rate increase for water. The water fund will need a rate increase in 2027. There was a great deal of discussion around stormwater rates in other cities, level of service needs, the need to have staff comfortable with the projected budget, the work staff do to maintain systems, revenue from water contracts, the impact of Well 4, engineering for Well 4, a suggestion by Councilmember Lie to have an engineer do an audit of the stormwater system, and that big projects are on track.

Phil Peksanli understood why people have to pay for stormwater but felt averaging rates with other cities with more employees was foolish.

Kirsten Weinmeister also talked about the need to have stormwater, comparing Gold Bar to other cities, and stormwater capital improvements.

Lance Hunt, resident and staff member, talked about issues for stormwater and water dispersion, retention ponds, the aging system, and that he felt the rate increase was miniscule for what will be done for stormwater.

Councilmember Lie asked about a typo in the budget ordinance attachment, which will be fixed.

After discussion, Councilmember Sears moved to adjourn the public hearing and with a second by Councilmember Martin, the public hearing was adjourned at 7:56 and the regular agenda returned to.

CONTINUED BUSINESS

Ordinance #789, Amending Personnel Manual. This amendment addresses discrimination and harassment. Councilmember Lie moved to accept Ordinance #789 for a second reading and adoption as presented, and with a second by Councilmember Sears, the motion carried.

DEM Comprehensive Emergency Management Plan (CEMP). Director Norris reviewed minor changes to the county draft and there was brief discussion. Councilmember Lie moved to adopt Resolution #25-09 adopting the CEMP and with a second by Councilmember Sears, the motion carried, with Councilmember Craig abstaining.

NEW BUSINESS

Ordinance #787 Amending 2025 Budget. Councilmember Sears moved to accept Ordinance #787 for an introduction and first reading and with a second by Councilmember Craig, the motion carried.

Ordinance #788 Adopting the 2026 Budget. Councilmember Sears moved to accept Ordinance #788 for an introduction and first reading and with a second by Councilmember Craig, the motion carried.

Ordinance #790 Amending the Personnel Manual. This second amendment is a result of the current audit and the need to update language around credit card use. Councilmember Sears moved to accept Ordinance #790 for an introduction and first reading and with a second by Councilmember Craig, the motion carried. Councilmember Lie wanted to make sure that staff supported local businesses with purchases, which Director Norris confirmed that they do.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Sears thanked those who came to the meeting in person and by Zoom and said it was good to have the turnout.

Councilmember Lie felt it would be a good idea to have an agenda item dealing with community training and involvement in emergencies. He also thanked Phil Peksanli for standing up and commenting on city comparisons.

Councilmember Craig wished everyone a happy Thanksgiving.

Councilmember Russell said the same and asked people to remember those folks who aren't getting the help they anticipated.

Councilmember Martin said the fire department sponsors families and while it is too late to get names in for Thanksgiving, there is still time for Christmas.

MINUTES APPROVAL

Councilmember Sears moved to approve the November 4th, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried, with Councilmember Lie abstaining.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38782 through 38810 with \$65,456.29 for claims and \$1,000.00 for payroll and taxes, for a grand total of \$66,456.29 and with a second by Councilmember Sears, the motion carried.

ADJOURNMENT

Councilmember Sears moved to adjourn the meeting and with a second by Councilmember Lie the motion carried, and the meeting was adjourned at 8:12 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

City Of Gold Bar

Time: 13:41:45 Date: 11/26/2025

11/19/2025 To: 12/02/2025

Page: 1

Itrans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2094	11/19/2025	Claims	7	38811	EJ Municipal Land Use Planning, LLC	780.00	CAO
2095	11/19/2025	Claims	7	38812	Sno County Auditor	90.00	Five Liens
2104	11/25/2025	Payroll	7	38813	Richard L Baker	4,486.44	
2105	11/25/2025	Payroll	7	38814	Denise J Beaston	3,443.85	
2106	11/25/2025	Payroll	7	38815	Krystal Craig	6.11	
2107	11/25/2025	Payroll	7	38816	Lance Hunt	3,501.07	
2108	11/25/2025	Payroll	7	38817	Anthony Johnson	3,046.05	
2109	11/25/2025	Payroll	7	38818	Chuck Lie	91.11	
2110	11/25/2025	Payroll	7	38819	Florence D Martin	91.11	
2111	11/25/2025	Payroll	7	38820	Richard D Norris	5,507.86	
2112	11/25/2025	Payroll	7	38821	Lee Russell	91.11	
2113	11/25/2025	Payroll	7	38822	Jordan Sears	91.11	
2114	11/25/2025	Payroll	7	38823	Arthur Stowe	1,912.60	
2115	11/25/2025	Payroll	7	38824	Lisa M Stowe	5,072.90	
2116	11/25/2025	Payroll	7	38825	Steven Yarbrough	911.12	
2118	11/25/2025	Payroll	7	38826	Vimly Benefit Solutions AWC Employee Ben.trust	8,096.55	Pay Cycle(s) 11/25/2025 To 11/25/2025 - WDS PLAN D; Pay Cycle(s) 11/25/2025 To 11/25/2025 - Basic Life; Pay Cycle(s) 11/25/2025 To 11/25/2025 - HealthFirst; Pay Cycle(s) 11/25/2025 To 11/25/2025 - VSP
2119	11/25/2025	Payroll	7	E38827	Coastal Community Bank	10,024.07	941 Deposit for Pay Cycle(s) 11/25/2025 - 11/25/2025
2120	11/25/2025	Payroll	7	38828	Dept Of Retirement Systems	4,095.71	Pay Cycle(s) 11/25/2025 To 11/25/2025 - PERS 2
2121	11/25/2025	Payroll	7	38829	MissionSquare	75.00	Pay Cycle(s) 11/25/2025 To 11/25/2025 - ICMA
2150	12/02/2025	Claims	7	38830	AM Test, Inc.	60.00	
2151	12/02/2025	Claims	7	38831	Amazon Capital Services	317.07	
2152	12/02/2025	Claims	7	38832	Dept Of Corrections	379.53	
2153	12/02/2025	Claims	7	38833	Financial Management Dept. of Natural Resources	83.00	Annual Fee
2154	12/02/2025	Claims	7	38834	Home Comfort Alliance	201.84	Furnace Test
2155	12/02/2025	Claims	7	38835	ICONIX Waterworks	127.00	
2156	12/02/2025	Claims	7	38836	Charles H Myers	185.00	November 2025
2157	12/02/2025	Claims	7	38837	Northwest Mobile Flagging Academy	788.52	
2158	12/02/2025	Claims	7	38838	O'Reilly Automotive, INC	159.78	
2159	12/02/2025	Claims	7	38839	Puget Sound Energy	105.73	
2160	12/02/2025	Claims	7	38840	Sno County PUD	1,944.42	
2161	12/02/2025	Claims	7	38841	Sno County Sheriff	579.00	Annual Drug Task Force
2162	12/02/2025	Claims	7	38842	State Auditor's Office	8,067.80	
2163	12/02/2025	Claims	7	38843	Utilities Underground	16.20	
2164	12/02/2025	Claims	7	38844	Verizon Wireless	234.65	
2165	12/02/2025	Claims	7	38845	WA State Treasurer	821.77	
2166	12/02/2025	Claims	7	38846	Ziply Fiber	122.48	
2167	12/02/2025	Claims	7	38847	Ziply Fiber	57.63	
2168	12/02/2025	Claims	7	38848	Sound Publishing	20.64	
						26,711.69	001 General Government
						2,913.17	101 City Street
						317.07	302 General And Street Grants Fund
						24,664.89	401 Water Operating

CHECK REGISTER

City Of Gold Bar

Time: 13:41:45 Date: 11/26/2025

11/19/2025 To: 12/02/2025

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
		415 Stormwater Fund				10,257.24	
		633 Agency Fund				821.77	
							Claims: 15,142.06
						65,685.83	Payroll: 50,543.77

Approve by the Finance Committee DATED this _____ day of _____ 2025.

Finance Group

Finance Group

Finance Group

Finance Group

WE, the members of the City Council of the City of Gold Bar Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for payment by the City of Gold Bar City Council.
ATTEST:

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Clerk./Treasurer

DATED this _____ day of _____ 2025.

Agenda		CITY OF GOLD BAR COUNCIL MEETING Tuesday, December 16, 2025 7:00 PM CITY HALL	
CALL TO ORDER, FLAG SALUTE, ROLL CALL			
OATH OF OFFICE			
AGENDA APPROVAL			
MAYOR'S REPORT, STAFF REPORTS, COUNCIL COMMENTS			
CITIZEN COMMENTS (SIGN-IN REQUIRED, LIMITED TO 3 MINUTES)			
CONTINUED BUSINESS			
NEW BUSINESS			
1. VFW PRESENTATION AND AWARD			
2. ORDINANCE #791 AMENDING TITLE 5 BUSINESS LICENSING – INTRODUCTION AND FIRST READING			
FINAL COUNCIL COMMENTS			
MINUTES APPROVAL		December 2, 2025	
VOUCHER APPROVAL			
CHECKS	CLAIMS	PAYROLL & TAXES	TOTAL
38849 - 38867	\$36,097.39	\$1,000.00	\$37,097.39
ADJOURNMENT			

**CITY OF GOLD BAR, WASHINGTON
ORDINANCE #791**

**AN ORDINANCE FOR THE CITY OF GOLD BAR, WASHINGTON AMENDING TITLE 5
RELATING TO BUSINESS LICENSING THRESHOLDS**

WHEREAS, the Revised Code of Washington (RCW) 35.90.080 requires the adoption of a model ordinance to address out-of-city licensing/delivery concerns; and

WHEREAS, in 2018 a final recommendation created a two thousand dollar (\$2,000) threshold for out-of-city licensing, with an option to require no-fee registration-only requirement for licensing below that threshold; and

WHEREAS, that threshold has been revised and goes into effect January 1st, 2026; and

WHEREAS, Title 5 relating to business licensing must be revised to reflect this change;

NOW THEREFORE, THE COUNCIL FOR THE CITY OF GOLD BAR ORDAINS that Gold Bar Municipal Code Title 5.04.040 be updated as follows.

Section I, Title 5, Business Licensing

Section II, Severability

Section III, Effective Date

Section I, Title 5, Business Licensing

5.04.040 Exemptions:

N. Threshold with fee-free license/registration only option: for purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the incorporated limits of the city is equal to or less than ~~two thousand dollars (\$2,000)~~ four thousand dollars (\$4,000) and who does not maintain a place of business within the city, shall submit a business license to the Department of Licensing through the city's business license application process. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

1. Beginning January 1, 2026, the threshold amount is \$4,000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

Section II, Severability

This ordinance is severable and if any portion of it shall be declared invalid or unconstitutional, the remaining portion shall remain valid and enforceable.

Section III, Effective Date

This ordinance shall take effect from, and after, its passage, approval, and publication as provided by law.

Passed by the Council for the City of Gold Bar on this _____ day of _____, 2026.

Attest: _____, Steve Yarbrough, Mayor

Attest: _____, Lisa Stowe, Clerk/Treasurer

First Reading: _____

Posted: _____

Second Reading: _____

Passed: _____

City of Gold Bar

EST. 1910



107 – 5th Street, Gold Bar, WA 98251

City of Gold Bar Council Meeting Minutes Tuesday, December 2, 2025

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro-Tem Russell called the meeting to order at 7:00 pm. The meeting was held in hybrid format. Present in person were Councilmembers Craig, Lie, and Martin. Staff members present in person were Chief Whalen, Public Works Director Norris, and Clerk Stowe. Office Manager Beaston attended via Zoom. Councilmember Sears was previously excused from this meeting.

OATHS OF OFFICE

Snohomish County certified the recent election and Clerk Stowe administered the Oaths of Office to Councilmembers Craig, Martin, and Russell. The Oath of Office will be administered to the mayor when he returns.

AGENDA APPROVAL

Councilmember Martin moved to adopt the agenda as presented and with a second by Councilmember Craig, the motion carried.

MAYOR'S REPORT

Mayor Pro-Tem Russell said staff have been excellent support for him as mayor pro-tem. He has been enjoying walking around town talking to people and appreciates the livable community.

STAFF REPORT

Chief Whalen reviewed calls, updated the council on the recent theft from the maintenance building and the associated arrest, and spoke briefly about hosting the upcoming Shop with a Cop.

Director Norris said staff have been working on stormwater and getting plows ready. He also talked about changes to security after the recent burglary. Director Norris then presented copies of a letter received by residents of Fall View in opposition to a short-term rental. He explained the council has no jurisdiction over this application but that he will make the letter and petition part of the exhibit that goes to the Hearing Examiner, where the final decision will be made. The council could elect to change municipal code for future applications, but current submissions are reviewed under current code. Councilmember Lie reminded the council about two citizens who came before the council prepared with valid points and as a result of their presentation, restrictions were made.

Councilmember Lie asked about a bill for vehicle cameras. The cameras were funded through an AWC grant. Front and rear cameras are now on the F350, F150, dump truck, sweeper, and sedan. There was

brief discussion around the recordings and how they are not retained but are specific for any potential incidents. Councilmember Lie asked about an on-demand light for crosswalks, which has not yet been ordered. He then asked about the number of accessory dwelling units, and one is being built.

Office Manager Beaston said dog tags have been ordered so renewal notices will be going out.

COUNCIL COMMENTS

Councilmember Lie reviewed meetings he attended, including Washington Wild, Snohomish County Parks, and meeting with the audit team. He spoke briefly about the need to support multi-modal transportation between Gold Bar and Index, including a trail that could link Wallace Falls State Park and Index. He would like to see a resolution that recognizes the need for this, and will draft an example for the mayor and clerk.

Councilmember Martin said there is an upcoming recreation meeting in Sultan. She spoke briefly with Chief Whalen about the noise of racing cars.

Councilmember Russell talked about a specific vehicle that might be of interest, the importance of cameras in vehicles, that the salmon run appears to be over, and the need to be aware of wildlife when hiking.

Councilmember Craig attended the AWC legislative session for the upcoming year and topics included the rising cost of indigent defense and housing. She also talked about public safety and feels Gold Bar should look at this in the future.

CITIZEN COMMENTS - none

CONTINUED BUSINESS

Ordinance #790 Amending the Personnel Manual. Councilmember Lie moved to accept Ordinance #790 for a second reading and adoption and with a second by Councilmember Craig, the motion carried.

Ordinance #787 Amending the 2025 Budget. Councilmember Lie moved to accept Ordinance #787 for a second reading and adoption and with a second by Councilmember Craig, the motion carried.

Ordinance #788 Adopting the 2026 Budget. Councilmember Lie asked about capital projects for 2026. There are none for water, but upcoming capital projects for parks and work on city hall. He then moved to accept Ordinance #788 for a second reading and adoption and with a second by Councilmember Craig, the motion carried.

NEW BUSINESS

Drug Task Force Interlocal. There was brief discussion around the small increase in the annual cost and the benefits to the city. Chief Whalen said the manager has offered to meet with the council to give more information about what they do, and Councilmember Lie would like to see this happen. After discussion, Councilmember Russell moved to authorize the mayor or mayor pro-tem to enter into this interlocal and with a second by Councilmember Lie, the motion carried.

FINAL COUNCIL COMMENTS/OTHER BUSINESS

Councilmember Russell wished everyone a wonderful holiday season.

MINUTES APPROVAL

Councilmember Russell moved to approve the November 18th, 2025, minutes as presented and with a second by Councilmember Martin, the motion carried.

VOUCHER APPROVAL

Councilmember Martin moved to approve checks numbering 38811 through 38848 with \$15,142.06 for claims and \$50,543.77 for payroll and taxes, for a grand total of \$65,685.83 and with a second by Councilmember Russell, the motion carried.

ADJOURNMENT

Councilmember Lie moved to adjourn the meeting and with a second by Councilmember Russell the motion carried, and the meeting was adjourned at 7:35 pm.

Steve Yarbrough, Mayor

Lisa Stowe, Clerk/Treasurer

CHECK REGISTER

City Of Gold Bar

Time: 10:00:42 Date: 12/11/2025

12/03/2025 To: 12/16/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2199	12/03/2025	Claims	7	38849	Atwell, LLC	15,495.00	Orchard
2200	12/03/2025	Claims	7	38850	TMG Services	436.60	
2203	12/04/2025	Claims	7	38851	US Postal Service	374.87	
2214	12/09/2025	Payroll	7	38852	Richard L Baker	200.00	
2215	12/09/2025	Payroll	7	38853	Denise J Beaston	800.00	
2219	12/16/2025	Claims	7	38854	Citi Cards	5,862.66	
2220	12/16/2025	Claims	7	38855	City Of Gold Bar	546.40	
2221	12/16/2025	Claims	7	38856	Comcast Business	344.41	
2222	12/16/2025	Claims	7	E38857	Dept Of Revenue- Excise Tax	1,679.44	
2223	12/16/2025	Claims	7	38858	Home Comfort Alliance	1,100.57	Heating System Repairs
2224	12/16/2025	Claims	7	38859	Kelley Create	182.00	
2225	12/16/2025	Claims	7	38860	O'Reilly Automotive, INC	128.04	
2226	12/16/2025	Claims	7	38861	Sno County PUD	1,753.54	
2227	12/16/2025	Claims	7	38862	Sno County Sheriff's Office	6,705.44	
2228	12/16/2025	Claims	7	38863	Sound Publishing	68.80	
2229	12/16/2025	Claims	7	38864	TMG Services	304.91	
2230	12/16/2025	Claims	7	38865	Utilities Underground	22.95	
2231	12/16/2025	Claims	7	38866	Waste Management	723.63	
2232	12/16/2025	Claims	7	38867	Sound Safety Products Inc	368.13	
001 General Government						11,088.74	
101 City Street						2,045.00	
302 General And Street Grants Fund						6,647.50	
401 Water Operating						7,098.52	
403 Water Capital Improvement						8,847.50	
415 Stormwater Fund						1,370.13	
						Claims:	36,097.39
						37,097.39 Payroll:	1,000.00