



CITY COUNCIL REGULAR MEETING

Monday, October 28, 2024 at 7:00 PM

City Hall

AGENDA

1. Call to Order

2. Flag Salute

3. Roll Call

4. Presentation

[A.](#) Ordinance 1246-24, 2025 Preliminary Budget

B. 2025 Revenue Sources

5. Approval of Agenda

6. Consent Agenda

[A.](#) Minutes

B. Audit of Reports

1. Claims #1511 - #1518 = \$ 6,156.81

October 28, 2024

2. Payroll #1519 - #1522 = \$129,756.53

October 25, 2024

VOID #1470

7. Reports

8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

9. Discussion

[A.](#) Ordinance 1244-24, 2025 Property Tax

- [B.](#) Ordinance 1245-24, 2024 Budget Amendment #2
- [C.](#) Ordinance 1242-24, Water Rates
- [D.](#) Ordinance 1243-24, Sewer Rates
- [E.](#) Resolution 1285-24, Setting LGIP Authorized Individual
- [F.](#) Natural Systems Design Third Contract Amendment
- [G.](#) Resolution 1286-24, City of Auburn Decant Facility Agreement
- [H.](#) Ordinance 1241-24, Traffic Impact Fee

10. New Business

11. Old Business

12. Ordinances & Resolution

- [A.](#) Resolution 1286-24, WM Solid Waste Services Contract Amendment and Extension
- [B.](#) Ordinance 1239-24, Public Camping
- [C.](#) Ordinance 1240-24, Body Worn Camera Redaction Fee

13. Next Workshop

14. Adjournment

To: Mayor Troy Linnell and City Council Members

From: Tara Dunford, CPA

Date: October 28, 2024

Re: Ordinance No. 1246-24 2025 Final Budget

ATTACHMENTS: Ordinance 1246-24; Exhibit A – Budget Book

TYPE OF ACTION: None. First Read.

Discussion:

Council received the Preliminary budget on October 21, 2024. The required Public Hearing on revenue sources is scheduled for October 28, 2024. The required Public Hearing on the Preliminary budget is scheduled for October 28, 2024, and the required Public Hearing on the Final budget will occur on November 12, 2024. The second reading of this ordinance is scheduled for November 12, 2024 and adoption of the budget (third reading) is scheduled for November 25, 2024. The 2025 Budget must be adopted prior to December 31, 2024.

The following changes were made to the revenue projections presented on September 23, 2024:

- Increased projected building permit revenues from \$50K to \$75K
- Increased projected sales tax revenue by \$25K per updated 2024 actuals
- Increased intergovernmental revenues \$20K for police traffic grants
- Increased interest revenue from \$150K to \$180K

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1246-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, ADOPTING THE BUDGET FOR 2025; SETTING FORTH ESTIMATED REVENUES AND APPROPRIATIONS; ESTABLISHING JOB CLASSIFICATIONS AND PAY RANGES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the tax estimates and budget for the City of Algona, Washington, for the 2025 calendar year have been prepared and filed as provided by the laws of the State of Washington; and

WHEREAS, the preliminary budget was available to the public and notice published in the official paper of the City of Algona, setting the time and place for hearing on the budget; and

WHEREAS, the City Council of the City of Algona, held a public hearing on the Revenue Sources on October 28, 2024, as required by law, and considered the public testimony presented; and

WHEREAS, the City Council of the City of Algona properly noticed and held public hearings on the preliminary budget on October 28, 2024 and on the final budget on November 12, 2024 as required by law, and considered public testimony presented; and

WHEREAS, the City Council finds that the proposed budget for 2025 reflects revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and

NOW, THEREFORE, THE CITY COUNCIL OF ALGONA DO ORDAIN AS FOLLOWS:

Section 1. The budget document attached hereto as Exhibit “A”, is adopted as the budget for the City of Algona for 2025.

Section 2. In summary form, the totals of estimated resources and appropriations for each separate fund and aggregate totals (net totals between funds) for all such funds combined are as follows:

Fund	Beginning Fund Balance	Revenues	Expenditures	Increase (Decrease)	Ending Fund Balance
General	990,488	4,372,902	4,473,181	(100,279)	890,209
Drug	6,677	-	-	-	6,677
Street	116,224	867,700	867,700	-	116,224
Rainy Day Fund	333,320	-	-	-	333,320
Capital Improvement	142,475	150,000	290,000	(140,000)	2,475
Park Impact	253,686	36,000	-	36,000	289,686
General Obligation Bond	1,226	320,000	318,238	1,762	2,988
Stormwater Management	832,650	536,700	648,200	(111,500)	721,150
Water Maintenance	1,322,271	930,000	859,500	70,500	1,392,771
Sewer Maintenance	822,388	1,402,500	1,672,800	(270,300)	552,088
Water Capital Improvement	691,391	70,000	500,000	(430,000)	261,391
Sewer Capital Improvement	361,868	-	-	-	361,868
Stormwater Capital Improvement	204,811	-	-	-	204,811
Equipment Replacement Fund	686,238	140,500	60,000	80,500	766,738
Total	6,765,712	8,826,302	9,689,619	(863,317)	5,902,395

Section 3. The job classifications and salary ranges for 2025 shall be as set forth on pages 13 and 14 of the 2025 budget document, attached as exhibit “A”.

Section 4. The City Clerk is directed to transmit a complete copy of the 2025 budget to the Office of the State Auditor and to the Association of Washington Cities.

Section 5. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision and pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 6. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

Passed by the City Council this 25th day of November 2024.

CITY OF ALGONA

Troy Linnell, Mayor

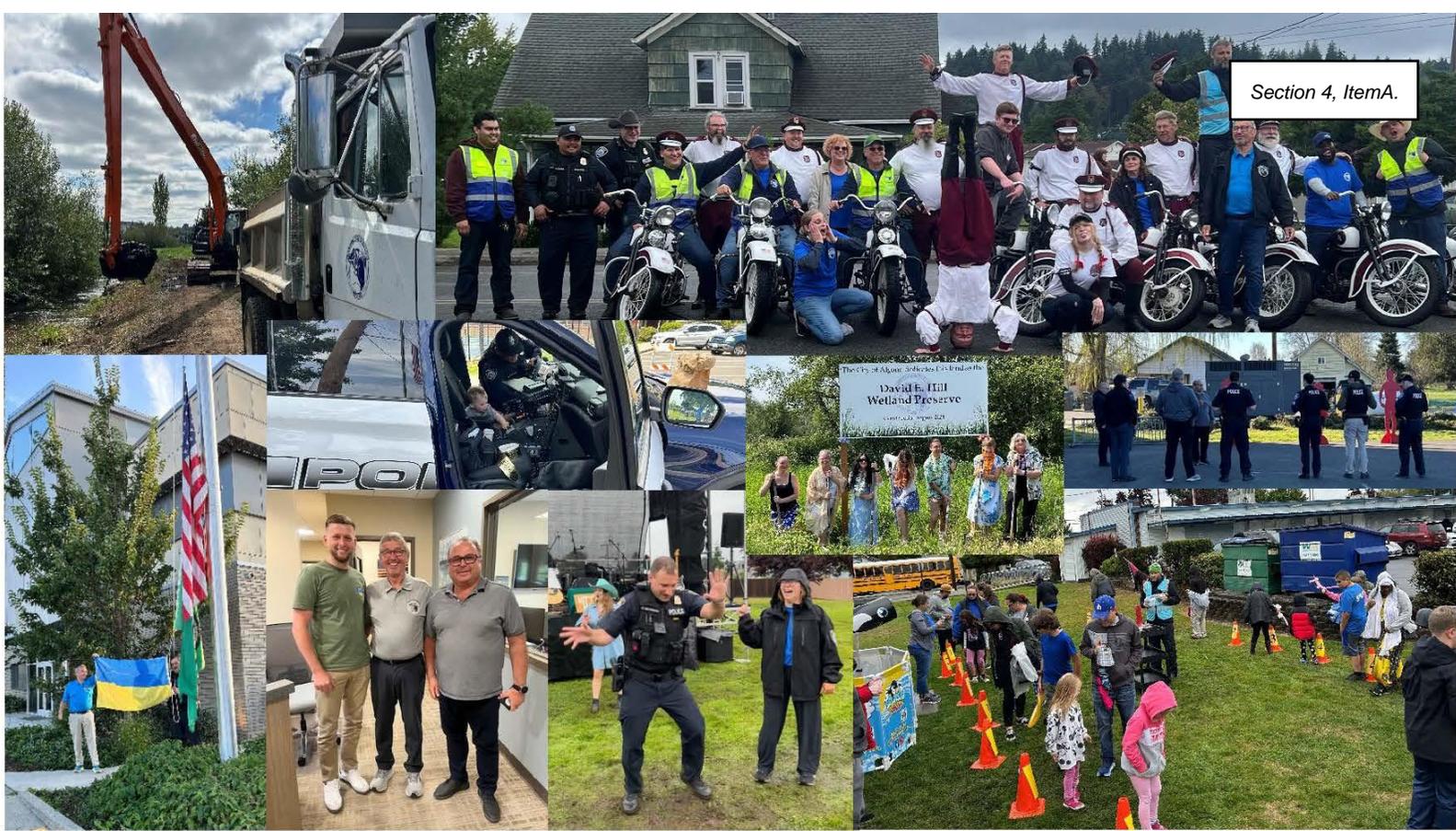
ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

J. Zachary Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: 1246-24
Date of Publication:



City of Algona

2025 Annual Budget



200 Washington Blvd.

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algonawa.gov

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Mayor's Budget Message

October 28, 2024

Honorable Council President and Members of the City Council,

I am pleased to present my second budget as Mayor of our great City. This budget reflects our values and the most pressing needs of our citizens. It also builds on our considerable progress over the past two years to address the more critical issues: infrastructure, flooding, and economic growth.

My goal as Mayor has been to bring meaningful, positive changes to the City and to improve how we do business. One of our mottoes is Remember, we work for our citizens”.

Two of our crowning achievements in 2024 have been cleaning the HWY 167 ditch from the northern border of our City to the southern border and cleaning our stormwater system, which neither has been done for many years. The council's support has been paramount in reducing the flooding risk for our City. On top of that, our police department is fully staffed, so we now have two officers on duty per shift, 24 hours, seven days per week. -all to promote public safety. This last year, we secured over **\$2 million** in project funding. In 2024, our City accomplished all this and more, so I'm very excited about what 2025 will bring to our City.

Next year, our budget process will be even better because of the changes I've proposed. We will have more community engagement and earlier engagement with the council with the budget process. We've strengthened local and state partnerships this last year, and I worked hard to ensure that Algona was represented and present for essential conversations to ensure our voice is heard.

We have made critical financial policy changes that are sensible and responsible and reflect our commitment to good stewardship of tax dollars. In my over ten years of experience in city government, I believe this budget is the most community-informed budget we have ever put together.

Proposed 2025 appropriations compared to budgeted 2024 appropriations (through 2024 budget amendment #1) are as follows:

Fund	2024 Budget (Thru Amend #1)	2025 Proposed Budget	Increase (Decrease)	% Change
General	3,372,579	4,473,181	1,100,602	33%
Drug	-	-	-	--
Street	1,073,275	867,700	(205,575)	-19%
Rainy Day Fund	-	-	-	--
Capital Improvement	315,000	290,000	(25,000)	-8%
Park Impact	-	-	-	--
General Obligation Bond	318,300	318,238	(62)	0%
Stormwater Management	401,668	648,200	246,532	61%
Water Maintenance	833,987	859,500	25,513	3%
Sewer Maintenance	1,144,716	1,672,800	528,084	46%
Water Capital Improvement	-	500,000	500,000	--
Sewer Capital Improvement	-	-	-	--
Stormwater Capital Improvement	-	-	-	--
Equipment Replacement Fund	185,000	60,000	(125,000)	-68%
Total Expenditures and Other Uses	7,644,525	9,689,619	2,045,094	27%

2025 proposed budget amounts include a 3.8% cost of living adjustment, an 8% increase in medical insurance, and a 9.5% increase in liability insurance. Other items of note include:

- The significant increase in the General Fund is due to \$1M for the wetland preserve, which is 100% grant funded.
- The significant decrease in expenditures in the Street fund is due to a decrease in the amount of capital TIB grants received for 2025 vs. 2024.
- The increase in the Stormwater Management fund is due primarily to a \$150,000 capital project, which will be approximately 50% grant funded.
- The increase in the Sewer Maintenance fund includes \$300,000 for a one-time sewer assessment.
- The increase in the Water Capital Improvement fund reflects funding for additional water capacity.
- The decrease in the Equipment Replacement fund reflects the cyclical nature of asset replacement purchases as detailed in later sections of the budget.

Estimated 2025 resources compared to 2024 estimated resources are as follows:

Fund	2024 Budget (Amended)	2025 Proposed Budget	Increase (Decrease)	% Change
General	3,123,630	4,372,902	1,249,272	40%
Drug	1,000	-	(1,000)	-100%
Street	1,065,700	867,700	(198,000)	-19%
Rainy Day Fund	20,000	-	(20,000)	-100%
Capital Improvement	100,000	150,000	50,000	50%
Park Impact	36,000	36,000	-	0%
General Obligation Bond	315,000	320,000	5,000	2%
Stormwater Management	469,200	536,700	67,500	14%
Water Maintenance	911,900	930,000	18,100	2%
Sewer Maintenance	1,326,000	1,402,500	76,500	6%
Water Capital Improvement	85,000	70,000	(15,000)	-18%
Sewer Capital Improvement	35,000	-	(35,000)	--
Stormwater Capital Improvement	20,000	-	(20,000)	-100%
Equipment Replacement Fund	115,100	140,500	25,400	22%
Total Revenues and Other Sources	7,623,530	8,826,302	1,202,772	16%

2025 revenues are projected to be higher than 2024 budgeted revenues due to the following factors:

- General Fund revenue includes \$1M in grant funding for the wetland preserve.
- Year to date 2024 sales tax revenue is significantly higher than budgeted in 2024. The 2025 budget reflects sales tax revenue equal to 2024 projected revenue.
- The 2025 Street fund budget reflects a decrease in capital TIB funding.
- The Stormwater Management fund reflects a \$75,000 capital grant.

Sincerely,

Troy Linnell, Mayor

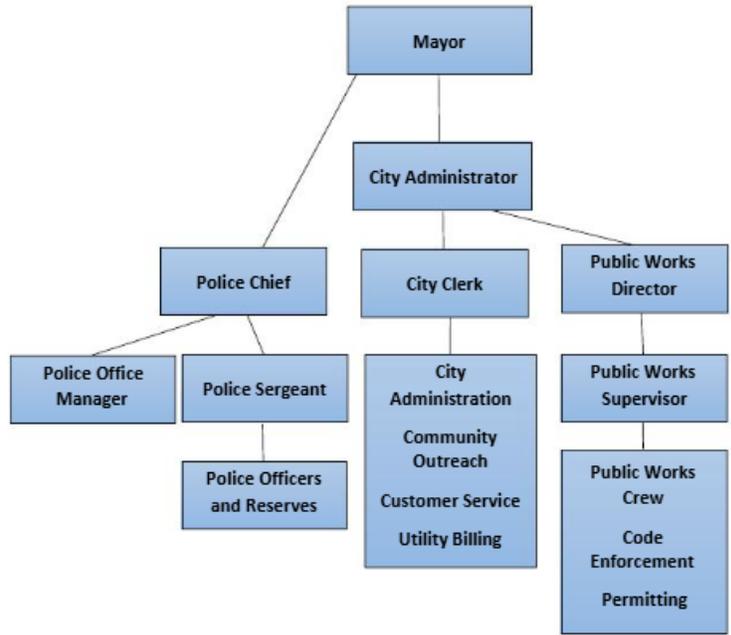
Elected Officials

		<u>Term Expires:</u>
Troy Linnell	Mayor	December 31, 2027
Bill Thomas	Council Position #1	December 31, 2027
David White	Council Position #2	December 31, 2027
Gordon Cook	Council Position #3	December 31, 2025
Lynda Osborn	Council Position #4	December 31, 2025
Tim Fairley	Council Position #5	December 31, 2027

Administrative Staff

Jessica Griess	City Administrator
James Schrimpsher	Police Chief
Vacant	Public Works Director

Organizational Chart



Budget Development Process

The budget includes the financial planning and legal authority to obligate public funds. Additionally, the budget provides policy direction by the City Council to the staff and community.

The budget serves four functions:

It is a Policy Document

The budget functions as a policy document in that the decisions made within the budget will reflect the general principles or plans that guide the actions taken for the future. As a policy document, the budget makes specific attempts to link desired goals and policy direction to the actual day-to-day activities of the City staff.

It is an Operational Guide

The budget of the City reflects its operations. Activities of each City fund or department have been planned, formalized and described in the following sections. This process will help to maintain an understanding of the various operations of the City and how they related to each other and to the attainment of the policy issues and goals of the City Council.

It is a Link with the General Public

The budget provides a unique opportunity to allow and encourage public review of City operations. The budget describes the activities of the City, the purpose of those activities, future implications, and the direct relationship to citizens.

It is a Legally Required Financial Planning Tool

Preparing and adopting a budget is a state law requirement of all cities as stated in Title 35A of the Revised Code of Washington (RCW). The budget must be adopted as a balanced budget and must be in place prior to the beginning of the City’s fiscal year. The budget is the legal authority to expend public funds and controls those expenditures by limiting the amount of appropriation at the fund level. The revenues of the City are estimated, along with available cash carry-forward, to determine funds available.

The City of Algona operates on a calendar-year basis. The City utilizes an incremental budgeting approach that assumes, for most functions of government, that the current year’s budget is indicative of the base required for the following year. Any increases are incremental and based on need defined by budget policies, emerging issues, Council goals and available resources.

Budget Calendar

August 16, 2024 – preliminary estimates due from directors

September 23, 2024 – preliminary revenue estimates presented to Council

October 21, 2024 – Mayor’s proposed budget presented to Council

October 28, 2024 – public hearing on revenue sources; public hearing on preliminary budget; first reading of budget ordinance; first reading of tax levy ordinance.

November 12, 2024 – public hearing on final budget; second reading of budget ordinance; second reading of tax levy ordinance.

November 25, 2024 – third reading of budget ordinance (budget adoption); third (final) read of property tax levy ordinance.

After the budget is adopted, the City enters a budget implementation and monitoring stage. Throughout the year, expenditures are monitored by the City Administrator and department directors to ensure that funds are within the approved budget. As required by RCW 35A.33.140, the City Administrator provides the City Council with quarterly reports to keep them current with the City’s financial condition.

The Mayor is authorized to transfer budgeted amounts within a fund; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, position titles, salary ranges or other conditions of employment must be approved by the City Council.

When the City Council determines that it is in the best interest of the City to increase or decrease the appropriation for a fund, it may do so by ordinance adopted by Council.

Budget Principles

General Principles

- Department directors have primary responsibility for formulating budget proposals in line with City Council and Mayor directions, and for implementing them once they are approved.
- The City Administrator is responsible for coordinating the overall preparation and administration of the City’s budget. This function is fulfilled in compliance with applicable State of Washington statutes governing local government budgeting practices.
- The City Administrator assists department staff in identifying budget problems, formulating solutions and alternatives, and implementing any necessary corrective actions.
- Interfund charges will be based on recovery of costs associated with providing those services.
- Budget adjustments requiring City Council approval will occur through the ordinance process at the fund level prior to the end of the fiscal year.
- The City’s budget presentation will be directed at displaying the City’s budget in a Council and Citizen-friendly format.

Minimum Fund Balances

- The General Fund budget should be such that the budgeted ending fund balance is at least 10% of budgeted expenditures.

Rainy Day Fund

- The balance in the Rainy Day fund should be, at a minimum, 10% of budgeted General Fund expenditures.

Basis of Accounting

- Annual appropriated budgets are adopted for all funds on the cash basis of accounting.
- Budgets are adopted at the fund level that constitutes legal authority for expenditures. Annual appropriations lapse at the end of the fiscal period.
- The **General Fund** is the primary fund of the City. It accounts for all financial resources except those required or elected to be accounted for in another fund.
- **Special Revenue Funds** account for revenue sources that are legally restricted or designated to finance certain activities. Special revenue funds include the following:

- *Drug Fund
- *Street Fund
- *Rainy Day Fund
- *Park Impact Fee Fund
- *Capital Improvement (Real Estate Excise Tax) Fund

- The **Debt Service Fund** accounts for principal and interest payments on long-term debt, related to financing of the City Hall/Community Center.
- **Enterprise Funds** account for operations that provide goods and services to the general public and are supported primarily by user charges. Enterprise funds include the following:
 - *Stormwater Management
 - *Water Maintenance
 - *Sewer Maintenance
 - *Stormwater Capital
 - *Water Capital
 - *Sewer Capital
- The Equipment Replacement **Internal Service Fund** accounts for funding and replacement of vehicles and major equipment.

City-Wide Budget Summary

Fund	Beginning Fund Balance	Revenues	Expenditures	Increase (Decrease)	Ending Fund Balance
General	990,488	4,372,902	4,473,181	(100,279)	890,209
Drug	6,677	-	-	-	6,677
Street	116,224	867,700	867,700	-	116,224
Rainy Day Fund	333,320	-	-	-	333,320
Capital Improvement	142,475	150,000	290,000	(140,000)	2,475
Park Impact	253,686	36,000	-	36,000	289,686
General Obligation Bond	1,226	320,000	318,238	1,762	2,988
Stormwater Management	832,650	536,700	648,200	(111,500)	721,150
Water Maintenance	1,322,271	930,000	859,500	70,500	1,392,771
Sewer Maintenance	822,388	1,402,500	1,672,800	(270,300)	552,088
Water Capital Improvement	691,391	70,000	500,000	(430,000)	261,391
Sewer Capital Improvement	361,868	-	-	-	361,868
Stormwater Capital Improvement	204,811	-	-	-	204,811
Equipment Replacement Fund	686,238	140,500	60,000	80,500	766,738
Total	6,765,712	8,826,302	9,689,619	(863,317)	5,902,395

- Employee salaries and benefits include the following changes:
 - Cost of living (COLA) adjustments:
 - Police – 3.8%
 - Non uniform union – 3.8%
 - Non represented – 3.8%
 - Medical – 8.0%
 - Dental – 0%

Historical Staffing

	Authorized Positions					
	<u>2020 Final</u>	<u>2021 Final</u>	<u>2022 Final</u>	<u>2023 Final</u>	<u>2024</u> <u>(Amended)</u>	<u>2025</u> <u>(Proposed)</u>
Administration:						
City Administrator	1	--	--	1	1	1
City Clerk	1	1	1	--	1	1
Deputy City Clerk	1	1	1	1	--	--
Clerical Assistant	1	1	1	1	1	1
Community Connector	1	1	1	1	1	1
Code Enforcement Officer/Permit Tech	--	--	--	1	1	--
Permit Technician	1	--	--	--	--	--
Total Administration	6	4	4	5	5	4
Police:						
Police Chief	1	1	1	1	1	1
Police Clerk	2	1	1	1	1	--
Police Sergeant	1	1	1	--	--	1
Police Corporal	--	--	1	1	1	--
Police Officer	6	6	5	7	7	7
Police Office Manager	--	--	--	1	1	1
Reserve Officer	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>
Total Police	10	9	9	11	11	10
Public Works:						
Public Works Director	1	1	1	1	1	1
Utility Superintendent	1	1	1	--	--	1
Utility Worker 2	1	1	1	1	--	--
Utility Worker 1	2	3	3	3	4	4
Park Seasonal					<i>part time</i>	<i>part time</i>
Total Public Works	5	6	6	5	5	6
City-Wide Total	21	19	19	21	21	20

Wage Scale

<i>Elected Officials</i>	<u>Annual</u>
Mayor	35,000
Councilmembers	3,600

	Annual Rates				
<i>Non-Represented Full Time Positions</i>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Chief	143,502				
City Administrator	115,763				
Public Works Director	115,619				
City Clerk/Treasurer	94,900				

<i>Non-Represented Part Time/Temp</i>	<u>Hourly</u>
Police Reserve Officers	33.83
Temp EHM/Court Security	30.21

	Annual Rates Per Collective Bargaining Agreement				
<i>Represented - Non-Uniform</i>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Clerk	59,902	62,903	65,889	69,190	72,656
Clerical Assistant	57,141	59,992	62,993	66,144	69,130
Community Connector	73,917	77,608	81,494	85,321	89,582
Utility Superintendent	73,572	77,248	81,104	85,156	89,417
Utility Worker 1	61,312	64,298	67,509	70,886	74,427

	Annual Rates Per Collective Bargaining Agreement				
<i>Represented - Uniform</i>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Sergeant	102,948	108,100	113,511	119,183	125,142
Police Officer	78,532	82,457	86,584	90,913	95,459
Police Officer Manager	83,244	87,404	91,778	96,368	101,186

Indirect Cost Allocation

Background

Indirect cost allocation is a method to determine and assign the cost of central services to the internal users of those services. Cost allocation enables local governments to more accurately account for the complete cost of the services it provides, and to provide a clear/concise method to use in budget development.

Indirect costs include central services costs related to legislative, executive, finance, legal and human resources expenses.

Cost allocation plans share indirect costs across programs, activities, funds and departments. The term “allocation” implies that there is no precise method for charging indirect costs, however cost allocations should be designed to provide a consistent, reasonable and equitable means to allocate costs.

Funds to Be Charged

An indirect cost allocation plan is intended to charge restricted funds for a fair and equitable portion of central services costs. The City has two fund types that could be eligible for indirect cost allocation – special revenue funds and business-type funds.

Special revenue funds must be at least partially funded by an externally restricted or internally assigned revenue source; however, the special revenue funds can be, and many are, subsidized by the general fund. Therefore, there is no benefit to be had by including most special revenue funds in the indirect cost allocation plan (increasing expenses in funds subsidized by the general fund would simply increase the amount of general fund subsidy required).

The City’s business-type funds must be self-supporting and cannot receive general fund support in the form of subsidization or services provided at no charge. An indirect cost allocation plan is the appropriate way to charge business-type funds for services provided by the general fund. The City’s current business type funds subject to allocation are Water, Sewer and Stormwater.

The indirect cost allocation plan shall be developed based on the principle that costs will be split between general government activities (those pertaining to the general fund and special revenue funds) and business-type activities. Business-type activities will be further allocated by fund, based on the criteria described below. General government activities will remain in the general fund.

Costs to Be Allocated

The following costs are subject to allocation:

- ❖ Salaries, benefits, supplies, training, equipment, etc. associated with:
 - Mayor and City Council
 - City Administrator
 - Finance Department
- ❖ Contracted legal, audit and accounting services

All the costs listed above are paid for out of the general fund and primarily exist for the support of the City as a whole. Costs included in the allocation plan should be administrative in nature and must be reasonably perceived to benefit all City funds. Therefore, the cost of services such as public safety, street maintenance, community events, etc. are excluded from the plan and are not subject to allocation.

Activities & Measurement Criteria

The activities on which to base allocations and the measurement criteria for those activities are identified in the following table.

ACTIVITIES <i>(based on June 2024 time study)</i>	MEASUREMENT CRITERIA
Accounts Payable	Non-salary expenses (2023 actual expenditures)
Mayor and Council	# of agenda items (2023 actual)
Payment Processing	Revenue (2023 actual revenue)
Utility Billing	# of accounts (December 2020 actual)
Budget, Accounting, Annual reporting	Total expenses (2023 actual expenditures)

Percentages

Salaries and benefits for the Mayor, Council, City Administrator, City Clerk-Treasurer and Administrative Assistant shall be allocated using the following percentages.

<u>Position</u>	<u>General Government</u>	<u>Water</u>	<u>Sewer</u>	<u>Storm</u>
Council	80.5%	6.8%	4.2%	8.5%
Mayor	80.5%	6.8%	4.2%	8.5%
City Administrator	53.5%	13.8%	15.8%	16.9%
Clerk/Treasurer	53.7%	15.1%	15.0%	16.2%
Admin Assistant	55.4%	14.1%	16.0%	14.4%

Supplies, training, and other expenses associated with the City Council and Mayor shall be directly coded to various funds based on the Council and Mayor allocation percentages shown above. These percentages are based on the allocation of actual council agenda items from 2023.

Supplies, training, and other expenses associated with the Clerk’s Office, including payment of contracted accounting and auditing services shall be directly coded based on the percentages shown below. These percentages are based on 2023 budgeted expenditures. The same percentages shall be used to allocate legal expenses.

	<u>General Government</u>	<u>Water</u>	<u>Sewer</u>	<u>Storm</u>
Contracted services	53.5%	13.8%	15.8%	16.9%

Updates to the Plan

The cost allocation plan should be reviewed annually during budget development. It is not necessary to update the activities or measurement criteria on an annual basis as long as the plan has been reviewed for general reasonableness. If significant changes have been made which may affect the overall allocation percentages, then the plan should be updated. The plan should be updated every three to five years. The current plan fully updated in 2024. The next full review and update of the plan should be performed in 2027 for use in the 2028 budget.

Equipment Replacement Plan

The asset replacement plan includes funding for future replacement of the following assets:

Description	Department	Replacement		Useful Life	Replacement Cost	Allocations							
		Year				Police	Finance	Parks	Streets	Water	Sewer	Storm	
2018 Ford Explorer	Police 3	2026		7	60,000	100.00%							
2020 Ford Explorer	Police 4	2028		7	60,000	100.00%							
2016 Ford Explorer	Police 5	2029		7	60,000	100.00%							
2022 Ford Explorer	Police 6	2030		7	60,000	100.00%							
2020 Ford Fusion	Police 7	2028		7	60,000	100.00%							
2019 Ford Fusion	Police 8	2027		7	60,000	100.00%							
2023 Ford Truck	Police 9	2030		7	60,000	100.00%							
2024 Ford Explorer	Police 10	2031		7	60,000	100.00%							
2015 Chevy Malibu	Admin 1	2028		10	44,000		57.00%			18.00%	16.00%	9.00%	
2012 Ford Escape	Admin 2	2027		15	40,000		57.00%			18.00%	16.00%	9.00%	
2003 Ford Ranger - Parks	PW 2	2025		15	40,000			50.00%	12.50%	12.50%	12.50%	12.50%	
2012 John Deere Tractor	PW 4	2033		10	72,000				100.00%				
2011 Ford F250 utility truck	PW 5	2026		15	70,000			20.00%	20.00%	20.00%	20.00%	20.00%	
2022 Kubota 3400 tractor/brush hog	PW 6	2037		15	66,600				100.00%				
2007 New Holland B95 Backhoe	PW 7	2028		10	100,000			20.00%	20.00%	20.00%	20.00%	20.00%	
2002 Chevy Bucket Truck	PW 10	2029		15	130,000			50.00%	50.00%				
Riding Lawn Mower	PW 11	2027		6	12,500			50.00%	50.00%				
John Deere Gator 2wd	PW 13	2031		20	20,000			50.00%	12.50%	12.50%	12.50%	12.50%	
Flail mower attachment	PW 14	2025		12	20,000				70.00%	10.00%	10.00%	10.00%	
Eagle Jetter Trailer	PW 17	2034		10	35,000			20.00%	20.00%	20.00%	20.00%	20.00%	
New Vactor Trailer	PW 18	2035		10	130,000				25.00%	25.00%	25.00%	25.00%	
John Deere Z920M Parks Mower	PW 16	2030		10	12,000			100.00%					
2021 F550 Dump Truck	PW 15	2035		10	85,000			20.00%	20.00%	20.00%	20.00%	20.00%	
					1,357,100								

The 2025 charges are as follows:

2025 Allocation							
Police	Finance	Parks	Streets	Water	Sewer	Storm	Total
65,100	7,600	21,900	14,400	11,000	10,700	9,800	140,500

General Fund Summary

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	684,304	878,121	1,292,558	904,376	990,488
310	Taxes	1,893,871	2,171,179	2,266,926	2,527,277	2,527,400
320	Licenses & Permits	294,163	310,399	350,396	526,325	381,100
330	Intergovernmental Revenues	651,342	622,545	187,744	371,494	1,186,002
340	Charges For Services	119,420	165,308	52,884	134,532	58,000
350	Fines & Forfeitures	38,682	1,402	-	-	-
360	Misc Revenues	48,996	908,401	301,654	411,880	220,400
380	Non Revenues	2,254	1,874	1,720	-	-
	Total Revenues	3,048,728	4,181,108	3,161,324	3,971,507	4,372,902
511	Legislative	27,521	24,795	40,411	42,062	23,650
512	Judicial	73,426	60,578	131,949	72,010	75,000
513	Executive	28,449	29,771	31,824	41,691	42,073
514	Finance	303,369	281,760	344,519	357,140	311,039
515	Legal Services	47,743	77,525	56,009	97,910	70,000
518	Central Services	107,163	104,875	116,931	149,956	136,700
521	Law Enforcement	1,335,924	1,680,669	1,574,373	1,862,179	1,800,140
523	Jail Costs	33,717	57,967	53,877	47,702	65,000
524	Protective Inspections	79	-	(58)	-	-
528	Communications & Dispatch	182,635	160,218	242,090	158,701	200,000
537	Garbage & Solid Waste Utilities	16,375	15,323	15,334	23,000	16,000
553	Conservation	5,124	50,879	154,159	141,259	3,200
554	Animal Control	14,361	16,461	18,792	29,961	26,680
558	Planning & Community Development	297,462	388,264	428,523	537,420	287,700
560	Social Services	7,694	3,911	6,298	6,716	9,000
570	Culture & Recreation	8,853	64,829	82,882	97,687	100,700
575	Community Center	4,980	4,232	8,224	20,966	12,500
576	Park Facilities	165,209	292,849	127,483	85,800	1,108,900
580	Non Expenditures	112,858	(16,620)	45,568	1,485	-
594	Capital Expenditures	81,970	17,387	-	-	-
597	Interfund Transfers	-	451,000	70,320	111,750	184,900
	Total Expenditures	2,854,911	3,766,672	3,549,505	3,885,395	4,473,181
	Revenues less expenditures	193,817	414,436	(388,181)	86,112	(100,279)
508	Ending Fund Balance Balance	878,121	1,292,558	904,376	990,488	890,209
	Less Restricted Fund Balance - ROW sale	-	-	370,350	331,050	281,000
	Unrestricted Ending Balance	878,121	1,292,558	534,026	659,438	609,209
	Unrestricted Ending Fund Balance as % of Expenditures	31%	34%	15%	17%	14%

The decrease in fund balance includes \$50,050 in match funding for a Street Transportation Improvement Board (TIB) grant. Restricted fund balance related to proceeds from sale of street vacations is being used for this one-time expenditure. Also reflected in the 2025 budget is a transfer of \$30,000 to the debt service fund. In prior years, the city hall debt service was fully funded by real estate excise tax (REET) funds. REET revenues are not projected to meet the debt service requirement in 2025, necessitating contribution from the General Fund.

General Fund – Detail by Department

Legislative

The legislative department represents costs associated with the City Council. The five-member City Council is the legislative branch of the city government and represents the citizens of Algona. The council works with the mayor and city leadership to set community goals and priorities. They gather input from the public through attending community events, advisory boards, commissions, and various communication methods to make sure they understand the community’s needs. The 2025 budget has been decreased to reflect the city’s decision to pause the use of a lobbyist for seeking state funding.

511 - Legislative					
<u>Description</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<u>Change - 2025 Budget vs. 2024 Budget</u>
Salaries & Benefits	13,234	13,600	13,673	15,600	2,000
Supplies	39	-	-	500	500
Services	27,138	31,000	28,388	9,500	(21,500)
Cost Allocation	-	(9,300)	-	(1,950)	7,350
Total	40,411	35,300	42,062	23,650	(11,650)

Municipal Court

512 - Municipal Court					
<u>Description</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<u>Change - 2025 Budget vs. 2024 Budget</u>
Services	131,949	75,000	72,010	75,000	-
Total	131,949	75,000	72,010	75,000	-

Executive

Executive expenditures are those related to the Mayor. The City’s Mayor is elected for a four-year term and services as the City’s chief administrative officer. The Mayor is responsible for overseeing both the City Administrator and the Chief of Police, actively participating in the daily operations of the city. The role is essential in guaranteeing effective governance and community safety.

513 - Executive					
<u>Description</u>	<u>2023 Actual</u>	<u>2024 Budget</u>	<u>2024 Projected</u>	<u>2025 Budget</u>	<u>Change - 2025 Budget vs. 2024 Budget</u>
Salaries & Benefits	22,892	26,400	26,438	30,400	4,000
Supplies	481	500	448	500	-
Services	8,452	7,500	14,805	14,000	6,500
Cost Allocation	-	(2,400)	-	(2,828)	(428)
Total	31,824	32,000	41,691	42,073	10,073

Finance and Administration

The finance and administration department provides financial and administrative services to the City. The department includes a City Administrator, a Clerk-Treasurer, and a Clerical Assistant. Additionally, a portion of the Community Connector position is charged to this department. City administration plays a

vital role in ensuring that citizens' funds are managed in a responsible, efficient, and effective manner, which fosters trust and confidence in our community's financial stewardship.

514 - Finance and Administration					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Salaries & Benefits	266,705	280,825	311,372	273,000	(7,825)
Supplies	269	1,000	-	500	(500)
Services	77,545	65,000	45,768	63,000	(2,000)
Asset Replacement	-	-	-	7,600	7,600
Cost Allocation	-	(28,000)	-	(33,062)	(5,062)
Total	344,519	318,825	357,140	311,039	(7,787)

Legal

This department is used for contracted legal services. Our current contracted legal firm is Ogden Murphy Wallace, PLLC.

515 - Legal					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	56,009	45,000	97,910	70,000	25,000
Total	56,009	45,000	97,910	70,000	25,000

Central Services

Central services is used to account for the General Fund portion of shared expenses, including liability insurance, and expenses related to operation of City Hall (repairs/maintenance, utilities, etc.).

518 - Central Services					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	116,931	117,500	149,956	136,700	19,200
Total	116,931	117,500	149,956	136,700	19,200

Law Enforcement

In the heart of our community, the Algona Police Department stands as a pillar of safety, service, and dedication. Committed to fostering a secure environment for all residents, the department plays a vital role in maintaining public safety, enforcing laws, and engaging with the community to build trust and transparency. Officers are not only tasked with responding to emergencies and investigating crimes but also actively participate in community outreach programs, educational initiatives, and preventative measures aimed at reducing crime and promoting safety.

In a significant move to enhance our law enforcement capabilities, the City of Algona proudly added a much-needed officer to the Police Department in 2023. This strategic addition has allowed the department to meet national standards for coverage for the first time, ensuring that our community is better protected and served. The increased personnel will contribute to quicker response times, improved service delivery, and an overall boost in the morale of our officers, all of which are essential for effectively addressing the safety concerns of our residents.

The cost of this officer will be significantly offset over the next three years thanks to a grant received from the Department of Justice (DOJ) COPS office. This financial assistance not only highlights the federal commitment to local law enforcement but also allows us to allocate resources more effectively across the department, thereby maximizing the impact of every taxpayer dollar.

As we present this budget, we emphasize our commitment to the safety and well-being of the Algona community. The continued support from the City Council and our citizens plays a crucial role in maintaining the effectiveness and efficiency of our police department. Together, we look forward to building a safer, more connected Algona.

521 - Law Enforcement					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Salaries & Benefits	1,241,103	1,338,975	1,445,011	1,419,040	80,065
Supplies	74,698	81,000	96,130	87,000	6,000
Services	210,572	250,149	271,038	229,000	(21,149)
Asset Replacement	48,000	50,000	50,000	65,100	15,100
Total	1,574,373	1,720,124	1,862,179	1,800,140	80,016

Jail Costs

The Algona Police Department's jail services are supported by a guaranteed bed space contract with the SCORE facility in Des Moines, WA. This contract provides essential medical and dental services for incarcerated individuals, ensuring their health needs are addressed while in custody. Additionally, the facility's capability for video court significantly streamlines legal proceedings, reducing transportation costs and the overall expenses associated with incarceration for the city. This strategic partnership not only enhances the efficiency of the judicial process but also promotes community safety through effective management of jail services.

523 - Jail Costs					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	53,877	101,750	47,702	65,000	(36,750)
Total	53,877	101,750	47,702	65,000	(36,750)

Communications/Dispatch

The Algona Police Department relies on the Valley Communication Center for both 911 emergency call handling and dispatch services, ensuring effective and timely responses to incidents throughout the community. In addition to these established services, the implementation of the voter-approved initiative has led to the creation of a countywide emergency services network, known as PSERN. This significant enhancement has resulted in increased communication costs for the department. PSERN is responsible for the maintenance of all radio equipment and manages the network utilized by Valley Com, thereby streamlining operations and improving the overall efficiency of emergency services across the region.

528 - Communications/Dispatch					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	242,090	200,000	158,701	200,000	-
Total	242,090	200,000	158,701	200,000	-

Garbage & Solid Waste

Funded by an annual grant provided by King County, the city holds a recycling event every Spring. This category reflects the costs associated with the event.

537 - Garbage & Solid Waste					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	15,334	18,000	23,000	16,000	(2,000)
Total	15,334	18,000	23,000	16,000	(2,000)

Conservation

This portion of the budget pays for the city’s support in the Puget Sound Clean Air Agency. The contribution supports the health and well-being of our citizens by promoting a cleaner and healthier environment in our region.

553 - Conservation					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	154,159	3,000	141,259	3,200	200
Total	154,159	3,000	141,259	3,200	200

Animal Control

This department is used for contracted animal control services. The city is currently contracted with Metro Animal Services who also services Bonney Lake, Edgewood, Milton, Pacific, Puyallup, and Sumner. The rate for 2025 is increasing by \$1.70 per capita, with the city’s 3,335 population (according to OFM’s website), results in a total cost of \$26,680.

554 - Animal Control					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	18,792	18,000	29,961	26,680	8,680
Total	18,792	18,000	29,961	26,680	8,680

Planning & Community Development

The Planning and Community Development budget category provides for various services, including land use and building permits, environmental reviews, and the development of comprehensive plans and

codes.

558 - Planning & Community Development					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Salaries & Benefits	27,478	104,065	76,870	76,500	(27,565)
Supplies	17	-	-	100	100
Services	401,029	210,100	460,550	211,100	1,000
Total	428,523	314,165	537,420	287,700	(26,465)

Social Services

The city’s Senior Lunch program is funded by this category.

560 - Social Services					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Services	6,298	10,000	6,716	9,000	(1,000)
Total	6,298	10,000	6,716	9,000	(1,000)

Culture & Recreation

Culture and recreation expenses include a portion of the Community Connector salaries and benefits, as well as costs associated with events such as Algona Days and various youth programs.

570 - Culture & Recreation					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Salaries & Benefits	63,381	61,865	66,218	64,700	2,835
Services	19,500	36,000	31,469	36,000	-
Total	82,882	97,865	97,687	100,700	2,835

Community Center

This department is used to track maintenance and operating costs related to the Community Center.

575 - Community Center					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Supplies	3,537	2,500	1,513	2,500	-
Services	4,687	7,500	19,453	10,000	2,500
Total	8,224	10,000	20,966	12,500	2,500

Park Facilities

Park facilities include salaries and benefits related to maintenance of parks, as well as related supplies and maintenance.

576 - Park Facilities					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Salaries & Benefits	63,690	88,100	45,363	63,500	(24,600)
Supplies	6,749	10,000	3,360	5,500	(4,500)
Services	16,022	23,000	13,877	18,000	(5,000)
Asset Replacement	16,400	23,200	23,200	21,900	(1,300)
Capital Outlay	24,622	-	-	1,000,000	1,000,000
Total	127,483	144,300	85,800	1,108,900	964,600

Interfund Transfers

Interfund transfers reflect General Fund contributions and subsidies to other funds.

- The 2025 transfer to the Street Fund includes an operating subsidy of \$96,350 and a grant match of \$50,050. The operating subsidy is funded by unrestricted General Fund resources and the grant match is funded by restricted fund balance from prior Street right of way sales.
- Transfers to the Rainy Day Fund will be made as needed to maintain a fund balance of at least 10% of General Fund expenditures. Transfers are not required in 2025.
- Transfers to the Debt Service Fund are for payment of principal and interest on the City Hall bond. Most of the debt service payment is covered by real estate excise taxes, with the remainder being funded by the General Fund.

597 - Interfund Transfers					
Description	2023 Actual	2024 Budget	2024 Projected	2025 Budget	Change - 2025 Budget vs. 2024 Budget
Street Fund	70,320	111,750	111,750	154,900	43,150
Rainy Day Fund	-	-	-	-	-
Debt Service Fund	-	-	-	30,000	30,000
Total	70,320	111,750	111,750	184,900	73,150

Street Fund

Ten percent of the City’s property tax levy is allocated to the Street Fund. Other funding sources include motor vehicle excise taxes, capital grants, and additional operating subsidies from the General Fund.

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	124,108	115,785	232,541	138,856	116,224
310	Taxes	185,467	192,357	193,338	195,100	197,000
320	Licenses & Permits	360	16,497	2,180	450	450
330	Intergovernmental Revenues	65,713	255,541	92,001	739,050	515,350
360	Misc Revenues	21,584	3,218	40,869	26,568	-
397	Interfund Transfers	-	253,000	70,320	111,750	154,900
	Total Revenues	273,125	720,613	398,708	1,072,918	867,700
542	Streets - Maintenance	220,743	462,602	246,085	297,150	311,200
543	Streets - Admin & Overhead	52,585	63,998	84,397	287,662	56,000
594	Capital Expenditures	8,119	77,258	161,912	510,739	500,500
	Total Expenditures	281,447	603,857	492,393	1,095,551	867,700
	Revenues less expenditures	(8,322)	116,756	(93,685)	(22,633)	-
508	Ending Fund Balance Balance	115,785	232,541	138,856	116,224	116,224

Drug Fund

This fund accounts for seizure of funds related to criminal investigations. Use of funds is restricted to drug enforcement related activities.

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Balances	6,677	6,677	6,677
	TOTAL REVENUES	-	-	-
	TOTAL EXPENDITURES	-	-	-
	REVENUES LESS EXPENDITURES	-	-	-
508	Ending Balance	6,677	6,677	6,677

Rainy Day Fund

The City established a Rainy Day Fund in 2022, for the purpose of providing funds for emergencies and other temporary, one-time, or unanticipated expenditures. Use of funds must be approved by City Council. The minimum target balance of the Rainy Day fund is ten percent of General Fund operating expenditures. In 2025, \$1M of wetland preserve expenses are excluded from the calculation due to being one time and grant funded.

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Balances	321,465	333,320	333,320
360	Misc Revenues	11,854	-	-
	TOTAL REVENUES	11,854	-	-
508	Ending Balance	333,320	333,320	333,320

Capital Improvement Fund

The Capital Improvement fund is used to track proceeds from Real Estate Excise Tax (REET). REET revenues are legally restricted for expenditures related to certain capital improvements, and to debt service payments related to allowable capital improvements. The City is currently utilizing REET revenues to pay for debt service on the City Hall bond.

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Balances	432,155	290,038	142,475
310	Taxes	161,029	167,438	150,000
360	Misc Revenues	11,854	-	-
	TOTAL REVENUES	172,883	167,438	150,000
597	Interfund Transfers	315,000	315,000	290,000
	TOTAL EXPENDITURES	315,000	315,000	290,000
	REVENUES LESS EXPENDITURES	(142,117)	(147,563)	(140,000)
508 80 01 06	Ending Balance	290,038	142,475	2,475

Park Impact Fee Fund

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Balances	170,377	217,686	253,686
310	Taxes	35,415	36,000	36,000
360	Misc Revenues	11,854	-	-
	TOTAL REVENUES	47,309	36,000	36,000
	TOTAL EXPENDITURES	-	-	-
	REVENUES LESS EXPENDITURES	47,309	36,000	36,000
508 80 01 10	Ending Balance	217,686	253,686	289,686

General Obligation Bond Fund

This fund is a required debt service fund used to account for repayment of the general obligation bond which was used for construction of City Hall. The funding source is transfers in from real estate excise tax proceeds and from unrestricted general fund revenue. The City Hall bond matures in 2027.

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Balances	7,764	4,526	1,226
397	Interfund Transfers	315,000	315,000	320,000
591	Debt Service	318,238	318,300	318,238
508	Ending Balance	4,526	1,226	2,988

Stormwater Maintenance Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	1,534,020	1,645,778	1,684,666	879,215	832,650
330	Intergovernmental Revenues	36,464	-	-	-	86,500
340	Charges For Services	427,583	437,496	419,779	445,000	450,000
350	Fines & Forfeitures	596	2,046	1,611	200	200
360	Misc Revenues	-	-	11,854	-	-
	Total Revenues	464,644	439,542	433,245	445,200	536,700
538	Stormwater Operations	352,885	400,654	321,701	489,256	498,200
594	Capital Expenditures	-	-	916,995	2,509	150,000
	Total Expenditures	352,885	400,654	1,238,696	491,765	648,200
	Revenues less expenditures	111,758	38,889	(805,451)	(46,565)	(111,500)
508	Ending Fund Balance Balance	1,645,778	1,684,666	879,215	832,650	721,150

Water Maintenance Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	852,431	972,553	1,143,208	1,212,176	1,322,271
340	Charges For Services	804,041	861,891	801,866	879,900	920,000
350	Fines & Forfeitures	5,052	18,326	11,259	10,000	10,000
360	Misc Revenues	1,587	20,270	14,149	-	-
	Total Revenues	810,679	900,486	827,274	889,900	930,000
534	Water Utilities	690,558	729,831	758,306	777,682	859,500
594	Capital Expenditures	-	-	-	2,123	-
	Total Expenditures	690,558	729,831	758,306	779,806	859,500
	Revenues less expenditures	120,121	170,655	68,968	110,094	70,500
508	Ending Fund Balance Balance	972,553	1,143,208	1,212,176	1,322,271	1,392,771

Sewer Maintenance Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	401,696	523,096	640,628	767,492	822,388
340	Charges For Services	1,147,598	1,223,507	1,275,916	1,373,102	1,400,000
350	Fines & Forfeitures	3,573	11,470	11,274	2,500	2,500
360	Misc Revenues	-	-	11,854	-	-
	Total Revenues	1,151,171	1,234,978	1,299,044	1,375,602	1,402,500
535	Sewer	1,029,771	1,117,445	1,172,181	1,319,451	1,672,800
594	Capital Expenditures	-	-	-	1,255	-
	Total Expenditures	1,029,771	1,117,445	1,172,181	1,320,705	1,672,800
	Revenues less expenditures	121,400	117,533	126,863	54,896	(270,300)
508	Ending Fund Balance Balance	523,096	640,628	767,492	822,388	552,088

Water Capital Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	444,343	512,600	582,454	622,217	691,391
330	Intergovernmental Revenues	-	-	224,158	-	-
340	Charges For Services	68,257	69,854	74,075	69,174	70,000
360	Misc Revenues	-	-	11,854	-	-
	Total Revenues	68,257	69,854	310,088	69,174	70,000
594	Capital Expenditures	-	-	270,324	-	500,000
	Total Expenditures	-	-	270,324	-	500,000
	Revenues less expenditures	68,257	69,854	39,763	69,174	(430,000)
508	Ending Fund Balance Balance	512,600	582,454	622,217	691,391	261,391

Sewer Capital Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	334,470	334,470	334,470	361,868	361,868
340	Charges For Services	-	-	15,544	-	-
360	Misc Revenues	-	-	11,854	-	-
	Total Revenues	-	-	27,398	-	-
594	Capital Expenditures	-	-	-	-	-
	Total Expenditures	-	-	-	-	-
	Revenues less expenditures	-	-	27,398	-	-
508	Ending Fund Balance Balance	334,470	334,470	361,868	361,868	361,868

Stormwater Capital Fund

<u>Account</u>	<u>Description</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	196,071	196,071	196,071	206,749	204,811
330	Intergovernmental	-	-	-	-	-
340	Charges for Services	-	-	15,048	-	-
360	Misc Revenues	-	-	26,903	-	-
	Total Revenues	-	-	41,951	-	-
594	Capital Expenditures	-	-	16,226	1,937	-
	Total Expenditures	-	-	16,226	1,937	-
	Revenues less expenditures	-	-	25,726	(1,937)	-
508	Ending Fund Balance Balance	196,071	196,071	221,797	204,811	204,811

Equipment Replacement Fund

The Equipment Replacement Fund is used to track required contributions from other funds and departments, necessary to allow for future replacement of assets. The 2025 budget includes replacement of two assets (PW2 – Parks Ford Ranger and PW 14 – flail attachment).

<u>Account</u>	<u>Description</u>	<u>2023 Actual</u>	<u>2024 Projected</u>	<u>2025 Budget</u>
308	Beginning Fund Balance	759,709	700,638	686,238
340 00 00 00	Charges For Services	64,400	175,600	140,500
594 10 64 00	Capital Outlay	123,471	190,000	60,000
508	Ending Fund Balance	700,638	686,238	766,738



CITY COUNCIL WORKSHOP MEETING

Monday, October 21, 2024 at 5:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Pro Tem Tim Fairley called the meeting to order at 5:06 PM

2. Roll Call

Council Member Gordon Cook
Mayor Pro Tem Timothy Fairley
Council Member Lynda Osborn
Council Member William Thomas
Council Member David White

Motion made by Mayor Pro Tem Fairley to excuse Council Member Osborn and Council Member White, Seconded by Council Member Cook. Voting Yea: Council Member Cook, Mayor Pro Tem Fairley, Council Member Thomas. Council Member Osborn arrived at 5:20 and Council Member White arrived at 5:30

City Staff Present: City Administrator, Jessica Griess, Chief Schrimpscher, City Clerk, Dana Parker, City Attorney, Zach Lell

3. Approval of Agenda

Motion made by Council Member Cook to approve the agenda, Seconded by Council Member Thomas.
Voting Yea: Council Member Cook, Mayor Pro Tem Fairley, , Council Member Thomas

4. Presentations

5. Discussion

A. 2025 Preliminary Budget

Tara Dunford (via Zoom) went over the 2025 Preliminary Budget with the council.

B. Ordinance 1241-24, Traffic Impact Fee

City Attorney Zach Lell discussed Ordinance 1241-24 Traffic Impact Fee and received input from the council members.

C. Resolution 1286-24, WM Solid Waste Services Contract Amendment and Extension

Jeanette Jurgensen with Bin There Consulting went over 1286-24 WM Solid Waste Services Contract Amendment and Extension with council.

6. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

Chris Gomez - 527 Main Street. Why are we extending the Waste Management Contract for another two years?.

7. Adjournment

Mayor Pro Tem Tim Fairley adjourned the meeting at 6:54 PM

ATTEST:

Dana Parker – City Clerk

Tim Fairley – Mayor Pro Tem



CITY COUNCIL REGULAR MEETING

Monday, October 21, 2024 at 7:00 PM

City Hall

MINUTES

1. Call to Order

Mayor Linnell called the meeting to order at 7:00 PM

2. Flag Salute

3. Roll Call

PRESENT

- Mayor Troy Linnell
- Council Member Gordon Cook
- Council Member Timothy Fairley
- Council Member Lynda Osborn
- Council Member William Thomas
- Council Member David White

City Staff Present: City Administrator, Jessica Griess, Chief Schrimsher, City Clerk, Dana Parker, City Attorney, Zach Lell

4. Presentation

5. Approval of Agenda

Motion made by Council Member Fairley to approve the agenda, Seconded by Council Member Osborn. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

6. Consent Agenda

A. Minutes

Motion made by Council Member Thomas to approve the September 23rd minutes, Seconded by Council Member Osborn. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

B. Audit of Reports

1. Claims #1447 - #1510 = \$676,785.90

October 21, 2024

2. Payroll #1442 - #1446 = \$221,111.81

September 27, 2024 & October 11, 2024

VOID #

7. Reports

Council Member White - None

Council Member Cook - Went to the Pumpkin Launch. It was really good. Paving on 11th looks good.

Council Member Fairley - I also went to Pumpkin Launch. Had a great time. Nice to see the diversity of people that came.

Council Member Osborn - None

Council Member Thomas - Patchwork across from Algona Blvd. I encourage you to look at the damage done by the excavator.

Chief Schrimpscher - Officer Ly has started her training at the Criminal Justice Training Commissions Basic Law Enforcement Academy. She is expected to graduate on March 5th 2025. Congratulations to Officers Rosario and Szathmary who have successfully completed their probationary period. Officer Mozafari and Officer Hardnett are both in phase three of their training and progressing well. I have met with a vendor that provides IT services as the City of Auburn has rejected our proposal.

City Administrator, Jessica Griess - Pumpkin Launch went great. We will order more pumpkins for next year. The street light presentation will be next week. Trunk or Treat will be at ALPAC this Friday. They will be updating the council members laptops on Tuesday.

Mayor Linnell - The lead pipe inspections are completed and no lead pipes were found. We need to have the catch basins completed by the end of December. We are continuing to clean the ditches. We will be setting up Hesco bags on Old Boundry Road. The Ellingson Road paving will start on 10/23. Congratulations to Joe Henderson who received his Eagle Scout badge and to Lee Hardy and Damian Viruete for receiving their Water Operator 1 certification.

8. Audience Participation

The City Council encourages public participation during meetings of the City Council and welcomes your comments. This time is set-aside for you to speak to the City Council on any issue. The Council ordinarily takes non-agenda matters under advisement before taking action. You are also invited to comment on action items as they are considered during the meeting. Individual speakers will be limited to three (3) minutes each in addressing the City Council. When addressing the Council, please speak clearly and audibly and state your name and address for the record.

Rick Connell - 340 Milwaukee - When will we be discussing the speed limits?.

Chris Gomez - 527 Main Street - Instead of raising the water and sewer rates each year why don't you just double them this year. I was on the Domestic Violence committee and it seemed to go by the wayside when Covid hit. Are we bringing it back?

9. Discussion

A. Resolution 1286-24, WM Solid Waste Services Contract Amendment and Extension

City Administrator, Jessica Griess asked the council if they had any further questions on the WM Solid Waste Services Contract Amendment and Extension.

B. 2025 Preliminary Budget

City Administrator, Jessica Griess asked if the council members had any further questions on the 2025 Preliminary Budget.

C. Resolution 1285-24, Setting LGIP Authorized Individual

City Administrator, Jessica Griess discussed with the council Resolution 1285-24 Setting LGIP Authorized Individual. LGIP has our previous mayor David Hill on the account. We would like to change it to just Mayor.

D. Ordinance 1242-24, Water Rates

City Administrator, Jessica Griess notified the the council that Auburn will be raising the water rate by 2.5% in 2025.

E. Ordinance 1243-24, Sewer Rates

City Administrator, Jessica Griess notified the council that King County will be increasing the sewer rates by 5.75% in 2025.

F. Ordinance 1239-24, Public Camping

Chief Schrimpscher went over Ordinance 1239-24, Public Camping.

G. Ordinance 1240-24, Body Worn Camera Redaction Fee

Chief Schrimpscher went over Ordinance 1240-24 Body Worn Camera Redaction Fee.

10. New Business

11. Old Business

12. Ordinances & Resolution

A. Ordinance 1238-24, Speed Limits

Motion made by Council Member Fairley to approve Ordinance 1238-24 Speed Limits, Seconded by Council Member Cook. Voting Yea: Council Member Cook, Council Member Fairley, Council Member Osborn, Council Member Thomas, Council Member White

13. Next Workshop

Streetlights with SeaTac Lighting.

14. Adjournment

Mayor Linnell adjourned the meeting at 7:45 PM.

ATTEST:

Dana Parker – City Clerk

Troy Linnell – Mayor

To: Mayor Troy Linnell and City Council Members

From: Tara Dunford, CPA

Date: October 28, 2024

Re: Ordinance No. 1244-24, Property Tax Levy for 2025

ATTACHMENTS: Ordinance No. 1244-24

TYPE OF ACTION: None. First read.

Discussion: The City must adopt a tax levy ordinance in order to levy property taxes for 2025. The attached ordinance pertains to the regular levy only, exclusive of additional revenue from new construction. The attached ordinance presumes an increase of the maximum allowable (1%). Amounts for this ordinance are provided by King County and are calculated as follows:

Step 1: Calculate 2025 levy based on maximum allowable increase (1%)

Highest lawful regular levy	\$779,259
x 101 percent equals	\$787,052

Step 2: Calculate change from prior year levy

2025 levy	\$787,052	(calculated as shown above)
Less: actual 2024 levy	\$780,473	
Dollar increase equals	\$6,579	
Percent increase equals	.8430%	

Additional revenues related to administrative refunds and new construction are not required to be included in the tax levy ordinance but will be included in the levy certification provided to King County. The percentage increase noted above is less than 1% due to administrative refunds levied in 2024, which are excluded from the highest lawful base levy for 2024. The cost of the 1% increase per \$1,000 of assessed valuation is approximately \$.00782. The annual impact on homes at various assessed valuations is as follows:

- \$300,000 - \$2.35
- \$400,000 - \$3.13
- \$428,000 - \$3.35 (2024 median)
- \$500,000 - \$3.91
- \$600,000 - \$4.69
- \$700,000 - \$5.48
- \$800,000 - \$6.26
- \$900,000 - \$7.04
- \$1,000,000 - \$7.82

The total property tax levy per \$1,000 was \$11.08958 in 2024. Of this, only \$.80804, or 7% was related to the City's property tax levy. 65% of the 2024 property tax levy was for schools, 8% was for fire, and the remaining 20% was for other purposes (county, port, EMS, Sound Transit).

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1244-24

AN ORDINANCE OF THE CITY OF ALGONA, KING COUNTY, WASHINGTON, ESTABLISHING THE REGULAR TAX LEVY FOR THE YEAR 2025; PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Algona City Council has met and considered its budget for calendar year 2025; and

WHEREAS, the City’s actual levy amount from the previous year was \$780,473; and

WHEREAS, the population of the City is less than 10,000; and

WHEREAS, RCW 84.55.120 requires that property tax increases must be adopted by ordinance and specifically identify the dollar and percentage change from the prior year; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. That an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year.

Section 2. The regular property tax levy for calendar year 2025 is hereby authorized to be collected. The dollar amount of the increase from the prior year shall be \$6,579, which is a percentage increase of .8430% from the prior year. This increase is exclusive of additional revenue from the addition of new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, any increase in the value of state assessed property, and annexations that have occurred and refunds made.

Section 3. This Ordinance shall be certified to the proper County Officials, as provided by law, and taxes herein levied shall be collected to pay to the City of Algona at the time and manner provided by the laws of the State of Washington for the collection of taxes.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication.

Passed by the Algona City Council the ____ day of November 2024 and approved by the Mayor, the ____ day of November 2024.

CITY OF ALGONA, WASHINGTON:

Troy Linnell, Mayor

Published: _____

Effective: _____

ATTEST/AUTHENTICATED:

Dana Parker

City Clerk

To: Mayor Troy Linnell and City Council Members

From: Tara Dunford, CPA

Date: October 28, 2024

Re: Ordinance No. 1245-24 2024 Budget Amendment #2

ATTACHMENTS: Ordinance No. 1245-24; Exhibit A – Proposed Budget Amendment; Exhibit B – Authorized Positions; Exhibit C – Wage Scale.

TYPE OF ACTION: Action. Recommended motion: “I move to adopt the attached ordinance 1245-24 amending the 2024 budget as outlined in Exhibits A, B and C.”

Discussion:

This proposed budget amendment includes the following:

General Fund

Expenditure increases:

Wetland Preserve	670,000	\$510K from Dept of Commerce + \$160K from King Co Parks
Transfer out to Street	105,000	To cover Street amendment
Police overtime	100,000	Offset by increase in charges for services
Legal	65,000	Cherry park subdivision, abatement work, flooding
Police Vehicle	60,500	Unbudgeted vehicle replacement
Middle housing	16,750	Covered by Commerce grant
Community center maintenance	7,500	Door control/card reader
Community events	7,000	Algona days
	<u>1,031,750</u>	

Revenue increases:

Intergovernmental	686,750	Wetland preserve + middle housing
Charges for services	100,000	Police charges for services
Sales tax	245,000	Based on year to date actuals
	<u>1,031,750</u>	

Street Fund

Expenditure increases:

Street salaries	45,000	
Street professional services	60,000	FCS - Traffic Impact Fee analysis
	<u>105,000</u>	

Revenue increases:

Transfers in	<u>105,000</u>
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Stormwater Fund

Expenditure increases:

Enhanced maintenance plan	24,050	\$20,451 covered by Dept of Ecology
Water quality pond	65,000	Fully funded by Dept of Commerce
Stormwater salaries	40,000	
	<u>129,050</u>	

Revenue increases:

Intergovernmental	<u>85,450</u>
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<i>Use of fund balance</i>	<u>43,600</u>
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Water

Expenditure increases:

Professional services	27,365	Lead service inventory
Salaries	15,000	Water temp
	<u>42,365</u>	

<i>Use of fund balance</i>	<u>42,365</u>
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Sewer

Expenditure increases:

Sewer treatment costs	<u>180,000</u>
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Revenue increases:

Charges for services	<u>75,000</u>
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<i>Use of fund balance</i>	<u>105,000</u>
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Asset Replacement

Expenditure increases:

Police Vehicle	<u>60,470</u>
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Revenue increases:

Charges for services	<u>60,470</u>
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FTE Schedule & Wage Scale

- Replacing Police Corporal with Police Sergeant
- Adding part-time water temporary position

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1245-24

AN ORDINANCE OF THE CITY OF ALGONA, WASHINGTON, MAKING CERTAIN FINDINGS OF FACT AND AMENDING THE 2024 BUDGET ADOPTED WITH ORDINANCE NO. 1231-23 ON DECEMBER 11, 2023, AND AMENDED WITH ORDINANCE 1235-24 ON MAY 13, 2024, AND PROVIDING FOR SEVERABILITY, AN EFFECTIVE DATE, AND FOR SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Algona City Council adopted the 2024 Budget with Ordinance No. 1231-23 on December 11, 2023; and

WHEREAS, the Algona City Council amended the 2024 Budget with Ordinance No. 1235-24 on May 13, 2024; and

WHEREAS, unplanned and unbudgeted expenditures have been identified; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to authorize a part-time water temporary employee; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to authorize replacing the Police Corporal position with Police Sergeant; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the General Fund budget by \$1,031,750; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Street Fund budget by \$105,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Stormwater Management Fund budget by \$129,050; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Water Maintenance Fund budget by \$42,365; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Sewer Maintenance Fund budget by \$180,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Algona to increase the Equipment Replacement Fund budget by \$60,470; and

WHEREAS, the increase in the General Fund expenditure budget will be covered entirely by revenue increases in intergovernmental, charges for services, and sales tax lines; and

WHEREAS, the increase in the Street Fund expenditure budget will be covered entirely by revenue increases; and

WHEREAS, the increase in the Stormwater Management Fund expenditure budget will be partially offset by a revenue increase of \$85,450 and will decrease ending fund balance by \$43,600; and

WHEREAS, the increase in the Water Maintenance Fund expenditure budget will decrease ending fund balance by \$42,365; and

WHEREAS, the increase in the Sewer Maintenance Fund expenditure budget will be partially offset by a revenue increase of \$75,000 and will decrease ending fund balance by \$105,000; and

WHEREAS, the increase in the Equipment Replacement Fund expenditure budget will be offset by a revenue increase of \$60,470; and

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The above stated recitals are hereby adopted as the council’s findings and reasons for the adoption of this ordinance.

Section 2. The 2024 budget, as adopted with ordinance 1231-23 and amended with ordinance 1235-24 is hereby amended with an increase of \$1,357,670 to revenues and \$1,548,635 to expenditures as detailed in the attached exhibit (Exhibit A – Proposed Budget Amendment) and positions are officially authorized as detailed in the attached exhibit (Exhibit B – Authorized Positions) and the wage scale is modified as detailed in the attached exhibit (Exhibit C – Wage Scale).

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

Section 4. Effective Date. This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Algona City Council the ____ day of November 2024, and approved by the Mayor, the ____ day of November 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

Zach Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:

EXHIBIT A

2024 Budget Amendment #2

Amending Section 2 of Ordinances 1231-23 and 1235-24 and Page 11 of the City of Algona 2024 Budget

Fund	Expenditures		
	<u>Per Amendment #1</u>	<u>Amended</u>	<u>Increase (Decrease)</u>
General	3,377,579	4,409,329	1,031,750
Drug	-	-	-
Street	1,073,275	1,178,275	105,000
Rainy Day Fund	-	-	-
Capital Improvement	315,000	315,000	-
Park Impact	-	-	-
General Obligation Bond	318,300	318,300	-
Stormwater Management	401,668	530,718	129,050
Water Maintenance	833,987	876,352	42,365
Sewer Maintenance	1,144,716	1,324,716	180,000
Water Capital Improvement	-	-	-
Sewer Capital Improvement	-	-	-
Stormwater Capital Improvement	-	-	-
Equipment Replacement Fund	185,000	245,470	60,470
Unemployment Trust	-	-	-
Explorers Program	-	-	-
Total	7,649,524	9,198,159	1,548,635

Fund	Revenues		
	<u>Original</u>	<u>Amended</u>	<u>Increase (Decrease)</u>
General	3,123,630	4,155,380	1,031,750
Drug	1,000	1,000	-
Street	1,065,700	1,170,700	105,000
Rainy Day Fund	20,000	20,000	-
Capital Improvement	100,000	100,000	-
Park Impact	36,000	36,000	-
General Obligation Bond	315,000	315,000	-
Stormwater Management	469,200	554,650	85,450
Water Maintenance	911,900	911,900	-
Sewer Maintenance	1,326,000	1,401,000	75,000
Water Capital Improvement	85,000	85,000	-
Sewer Capital Improvement	35,000	35,000	-
Stormwater Capital Improvement	20,000	20,000	-
Equipment Replacement Fund	115,100	175,570	60,470
Unemployment Trust	-	-	-
Explorers Program	-	-	-
Total	7,623,530	8,981,200	1,357,670

Fund	Ending Fund Balance		
	<u>Per Amendment #1</u>	<u>Amended</u>	<u>Increase (Decrease)</u>
General	815,744	815,744	-
Drug	7,677	7,677	-
Street	127,061	127,061	-
Rainy Day Fund	365,174	365,174	-
Capital Improvement	4,826	4,826	-
Park Impact	244,500	244,500	-
General Obligation Bond	464	464	-
Stormwater Management	911,278	867,678	(43,600)
Water Maintenance	1,303,267	1,260,902	(42,365)
Sewer Maintenance	1,004,402	899,402	(105,000)
Water Capital Improvement	773,165	773,165	-
Sewer Capital Improvement	424,266	424,266	-
Stormwater Capital Improvement	269,877	269,877	-
Equipment Replacement Fund	687,209	687,209	-
Unemployment Trust	3,587	3,587	-
Explorers Program	27,417	27,417	-
Total	6,969,915	6,778,950	(190,965)

EXHIBIT B
2024 Budget Amendment #2
Amending Page 12 of the City of Algona 2024 Budget

	Authorized Positions				
	2020 Final	2021 Final	2022 Final	2023 (Amended)	2024 (Amended)
Administration:					
City Administrator	1	--	--	1	1
City Clerk	1	1	1	--	1
Deputy City Clerk	1	1	1	1	--
Clerical Assistant	1	1	1	1	1
Community Connector	1	1	1	1	1
Code Enforcement Officer/Permit Tech	--	--	--	1	1
Permit Technician	1	--	--	--	--
Total Administration	6	4	4	5	5
Police:					
Police Chief	1	1	1	1	1
Police Clerk	2	1	1	1	1
Police Sergeant	1	1	1	--	1
Police Corporal	--	--	1	1	--
Police Officer	6	6	5	7	7
Police Office Manager	--	--	--	1	1
Reserve Officer	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>	<i>part time</i>
Total Police	10	9	9	11	11
Public Works:					
Public Works Director	1	1	1	1	1
Utility Superintendent	1	1	1	--	--
Utility Worker 2	1	1	1	1	--
Utility Worker 1	2	3	3	3	4
Water Temp					<i>part time</i>
Park Seasonal					<i>part time</i>
Total Public Works	5	6	6	5	5
City-Wide Total	21	19	19	21	21

EXHIBIT C
2024 Budget Amendment #2
Amending Page 13 of the City of Algona 2024 Budget

Wage Scale

<i>Elected Officials</i>	<u>Annual</u>
Mayor	35,000
Councilmembers	3,600

<i>Non-Represented Full Time Positions</i>	<u>Annual Rates</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Chief	138,248				
City Administrator	110,250				
Public Works Director	111,387				
City Clerk/Treasurer	90,350				

<i>Non-Represented Part Time/Temp</i>	<u>Hourly</u>
Police Reserve Officers	32.59
Temp EHM/Court Security	29.11
Water temp	60.00
Park Seasonal	25.00

<i>Represented - Non-Uniform</i>	<u>Annual Rates Per Collective Bargaining Agreement</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Clerk	57,709	60,600	63,477	66,657	69,996
Clerical Assistant	55,049	57,795	60,687	63,722	66,599
Community Connector	71,211	74,767	78,511	82,197	86,303
Utility Superintendent	70,878	74,420	78,135	82,038	86,144
Utility Worker 1	59,068	61,944	65,038	68,291	71,702
Code Enforcement Officer/Permit Tech	70,878	74,420	78,135	82,038	86,144

<i>Represented - Uniform</i>	<u>Annual Rates Per Collective Bargaining Agreement</u>				
	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Sergeant	99,179	104,142	109,356	114,819	120,561
Police Officer	75,657	79,438	83,414	87,585	91,964
Police Officer Manager	80,196	84,204	88,418	92,840	97,482



CITY COUNCIL

AGENDA BILL # AB24-0148

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Ordinance 1242-24, Water Rates	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator	x	
	City Attorney		X
	City Clerk		
	Finance Dept		x
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 10/21/24	Planning Commission		
2nd review – 10/28/24	Civil Service Committee		
3rd review –			

Staff Contact: Jessica Griess, City Administrator

Attachments: Ordinance 1227-23; Auburn Rate Increase Notice and Ordinance

SUMMARY STATEMENT:

The City has received notice that Auburn will be raising the wholesale water rate by 2.5%. The last water rate increase was also for 2.5% and took effective January 2024.

A typical utility bill with no extra consumption is \$140.10. With the 2.5% increase, it would be \$141.09. With a 5.75% sewer rate increase, it would be \$145.92 (See proposed Ordinance 1243-24).

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, AMENDING CHAPTER 2.50 OF THE ALGONA MUNICIPAL CODE TO INCREASE WATER RATES EFFECTIVE JANUARY 1, 2025; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Algona owns and operates a municipal water utility, and has adopted rates and charges for water service that are codified at Chapter 2.50 AMC; and

WHEREAS, the City’s water utility obtains its water supply from the City of Auburn; and

WHEREAS, the City of Auburn will be increasing its own rates for water provided to the City of Algona; and

WHEREAS, it is necessary for the City to increase its own water service charges in order to reflect and account for the increased costs of obtaining water from the City of Auburn;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. AMC Section 2.50.030 Amended. Algona Municipal Code Section 2.50.030 (Water service charges) is hereby amended to provide in its entirety as follows:

2.50.030 Water service charges.

A. The water service charge for each metered and un-metered use per month shall be as follows:

Size of Service	Quantity Allowed Per Month	Monthly Service Charge
3/4-inch metered residential	400 cubic ft.	\$35.66 \$36.55
Multiple residential units (apartments, duplexes, etc.)	400 cubic ft. per unit	\$35.66 \$36.55 per unit

Residential units where water has been disconnected per Section 13.02.200	0 cubic ft.	\$22.55
<u>Metered Bulk Rate</u>		\$64.82 + \$3.40 \$66.44 + \$3.49 per 100 cubic ft.
Commercial/industrial up to one-inch meter	400 cubic ft.	\$37.00 \$37.93

Commercial/industrial one-inch meter	400 cubic ft.	\$41.58 \$42.62
Commercial/industrial two-inch meter	400 cubic ft.	\$46.44 \$47.60
Commercial/industrial three-inch meter	400 cubic ft.	\$50.57 \$51.83
Commercial/industrial four-inch meter	400 cubic ft.	\$54.09 \$55.44

B. For all residential uses, the water service charge shall be billed monthly. Actual water consumption for residential uses shall be billed on a monthly basis for each one hundred cubic feet consumed over the quantity allowed at the following rates: (1) Four hundred and one (401) to one thousand (1,000) cubic feet shall be charged ~~three dollars and forty cents (\$3.40)~~ three dollars and forty nine cents (\$3.49) per cubic foot. (2) One thousand one (1,001) cubic feet to one thousand five hundred (1,500) cubic feet shall be charged ~~three dollars and eighty five cents (\$3.85)~~ three dollars and ninety five cents (\$3.95) per cubic foot, and (3) Each one hundred cubic feet over one thousand five hundred and one (1,501) shall be charged at ~~four dollars and thirty one cents (\$4.31)~~ four dollars and forty one cents (\$4.41) per cubic foot.

C. For all commercial/industrial uses, the water service charge shall be billed monthly. Actual water consumption shall be billed on a monthly basis for each one hundred cubic feet consumed over the quantity allowed at ~~four dollars and twenty cents (\$4.20)~~ four dollars and thirty one cents (\$4.31) per one hundred cubic feet.

D. Multiple Residential Units. Each duplex or apartment unit will be billed as though separately connected to the main.

E. Building lots which have been granted a conditional use permit to allow more than one dwelling on one service will be billed as though separately connected to the main.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication; provided, that the amendments set forth in Section 1 of this ordinance shall take effect January 1, 2025.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____, 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

Zach Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:

ORDINANCE NO. 6912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 13.06.360 OF THE AUBURN CITY CODE (ACC), RELATING TO CITY UTILITY RATES

WHEREAS, pursuant to its powers in RCW 35.92, the City has established a water utility to serve its residents;

WHEREAS, consistent with its responsibilities to operate this utility in a cost-effective manner and in a manner that reflects the City’s actual operating costs, the City periodically reviews its utility rate structure to ensure that its rates are set appropriately;

WHEREAS, in 2022, the City consulted with FCS Group to study the City’s current water utility rates (including wholesale rates) against the City’s cost of service delivery and revenue requirements;

WHEREAS, following the FCS Group utility rate review for wholesale customers conducted at City staff request, City staff recommends that City water utility rates should be adjusted as reflected in this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. Section 13.06.360 of the Auburn City Code is hereby amended to read as set forth in Exhibit A to this Ordinance.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

City Attorney

Published: _____

EXHIBIT A—ORD. 6912

ACC 13.06.360 Water service Rates – Generally.

A. Except as provided in subsections B and C of this section, effective September 1, 2023, the monthly base rate for all water user classifications except interruptible wholesale shall be as set forth in Table 13.06.360-1 below.

Table 13.06.360-1.

Meter Size (inches)	Monthly Charge		
	Effective September 1, 2023	Effective January 1, 2024	Effective January 1, 2025
5/8, 3/4	\$ 19.61	\$ 21.08	\$ 22.66
1 (Single-Family Residential)	\$ 19.61	\$ 21.08	\$ 22.66
1 (All Other Classes)	\$ 22.01	\$ 23.66	\$ 25.43
1-1/2	\$ 23.96	\$ 25.76	\$ 27.69
2	\$ 27.62	\$ 29.69	\$ 31.92
3	\$ 53.13	\$ 57.11	\$ 61.39
4	\$ 66.66	\$ 71.66	\$ 77.03
6	\$ 85.18	\$ 91.57	\$ 98.44
8	\$ 110.05	\$ 118.30	\$ 127.17
10	\$ 156.25	\$ 167.97	\$ 180.57

Charge per 100 cubic feet (ccf)

Customer Class	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
Single-Family Residential:			
0 to 7 ccf	\$ 3.89	\$ 4.18	\$ 4.49
7.01 to 15 ccf	\$ 4.75	\$ 5.11	\$ 5.49
Over 15 ccf	\$ 5.40	\$ 5.81	\$ 6.25
Multifamily Residential	\$ 4.65	\$ 5.00	\$ 5.38
Commercial	\$ 4.90	\$ 5.27	\$ 5.67
Manufacturing/Industrial	\$ 4.79	\$ 5.15	\$ 5.54
Schools	\$ 5.22	\$ 5.61	\$ 6.03
Municipal/City Accounts	\$ 4.83	\$ 5.19	\$ 5.58
Irrigation	\$ 6.46	\$ 6.94	\$ 7.46
Wholesale (Algona)	\$ 2.39	\$ 2.45	\$ 2.51

Fifty percent shall be added to all rates for water service for customers outside the city limits. City of Auburn utility taxes are included in the monthly rate for all customers except wholesale accounts. Wholesale rates exclude the 50 percent out-of-city service charge and state excise taxes.

B. Interruptible wholesale water supply customers shall pay monthly the sum of the following:

1. Standby Service Charge: the cost to maintain, repair, and replace the infrastructure required to provide water utility service to the interruptible wholesale water customer when the customer requests water supply from the city of Auburn. This is a fixed monthly charge and does not include the delivery of any quantity of water.

2. Usage Charge: the cost of water supply. The charge is based on actual water deliveries, if any, during the month times the usage rate.

3. Purchased Water Surcharge: In any month in which water is purchased from Tacoma Public Utilities or other external agency, the interruptible wholesale customer shall pay an additional charge of \$1.82 per ccf, applied to the quantity of water purchased by the city of Auburn during the month to supply the interruptible wholesale customer.

Interruptible Wholesale Rates

Charge	Effective September 1, 2023	Effective January 1, 2024	Effective January 1, 2025
Standby Service Charge (per month)	\$ 1,575.49	\$ 1,583.74	\$ 1,592.61
Usage Charge (per ccf)	\$ 2.13	\$ 2.19	\$ 2.24
Purchased Water Surcharge (per ccf of water purchased)*	\$ 1.82	\$ 1.82	\$ 1.82

* Subject to change if Tacoma Public Utilities updates its wholesale summer season peaking rate.

C. Water customers served by the City’s Braunwood water system. City water customers served by the City’s Satellite Water System for Braunwood Estates (approved by City Resolution 2114) shall be subject to the following monthly water service rates, effective January 1, 2023:

Monthly Charge

Meter Size (inches)	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
3/4"	\$ 19.61	\$ 21.08	\$ 22.66
1"	\$ 19.61	\$ 21.08	\$ 22.66
1-1/2"	\$ 23.96	\$ 25.76	\$ 27.69
2"	\$ 27.62	\$ 29.69	\$ 31.92
3"	\$ 53.13	\$ 57.11	\$ 61.39
4"	\$ 66.66	\$ 71.66	\$ 77.03
6"	\$ 85.18	\$ 91.57	\$ 98.44
8"	\$ 110.05	\$ 118.30	\$ 127.17
10"	\$ 156.25	\$ 167.97	\$ 180.57

Variable Charges based on ccf (100 cubic feet of water used)

Description	Effective January 1, 2023	Effective January 1, 2024	Effective January 1, 2025
B1 (0-7 ccf)	\$3.89	\$4.18	\$4.49
B2 (7.01-15 ccf)	\$4.75	\$5.11	\$5.49
B3 (15.01 – 25 ccf)	\$5.40	\$5.81	\$6.25
B4 (25.01-38 ccf)	\$6.00	\$6.45	\$6.93
B5 (38+ ccf)	\$12.00	\$12.90	\$13.87



CITY COUNCIL

AGENDA BILL # AB24-0149

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Ordinance 1243-24, Sewer Rates	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator	X	
	City Attorney		X
	City Clerk		
	Finance Dept		X
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – 10/21/24	Planning Commission		
2 nd review – 10/28/24	Civil Service Committee		
3 rd review –			

Staff Contact: Jessica Griess, City Administrator
Attachments: Ordinance 1243-24; King County Ordinance and notice

SUMMARY STATEMENT:
 The City has received notice that King County will be raising the sewer rate by 5.75% in 2025. The last sewer rate increase was for 5.75% and took effect January 2024.

 A typical utility bill with no extra consumption is \$140.10. With the 5.75% sewer increase, it would be \$144.93. With the suggested 2.5% water rate increase, it would be \$145.92 (See proposed Ordinance 1242-24).

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, AMENDING CHAPTER 2.50 AMC FEE SCHEDULE; UPDATING AND INCREASING THE CITY'S RATES FOR SANITARY SEWER SERVICE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Algona operates a sanitary sewer utility, and has adopted rates for sewer service that are codified at Chapter 2.50 AMC; and

WHEREAS, in accordance with the City's contract with King County, the City's sewer rates include a component for sewage disposal rates established by King County; and

WHEREAS, pursuant to King County Ordinance No. 1962319782, King County has increased its 2023-2025 sewer rates; and

WHEREAS, it is necessary to update the sewer rates set forth at Chapter 2.50 AMC in order to reflect the amount of the recent King County rate increase;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Amendment of AMC 2.50.040. Section 2.50.040 of the Algona Municipal Code is hereby amended to provide in its entirety as follows:

The following monthly rates shall be charged the following classes of users of properties to which sewer service is available:

Table with 2 columns: Class, Monthly Rate. Row 1: Single-family residences, \$79.32 \$83.88 per mo.

Class	Monthly Rate
Single-family residences, unoccupied with water disconnected	\$26.46 <u>\$27.98</u> per mo.
Multiple-residence buildings	\$79.32 <u>\$83.88</u> per mo. per residential unit
Lots permitted for multi-dwellings on a single service	\$79.32 <u>\$83.88</u> per mo. per residential unit
Business, commercial and industrial units; churches; service organizations; meeting halls; and schools (public and private)	\$79.32 <u>\$83.88</u> per month for the first 750 cubic feet of water used as per meter readings, and \$10.49 <u>\$11.09</u> for each additional 100 cubic feet or fraction thereof

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force January 1, ~~2024~~2025.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 11th DAY OF DECEMBER, 2023.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

Zach Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:



Metropolitan King County Council

Melani Hay, *Clerk of the Council*

King County Courthouse

516 Third Avenue, Room 1200

Seattle, WA 98104-3272

Tel: 206.477.1025

Email: melani.hay@kingcounty.gov

Web: www.kingcounty.gov/council/clerk

June 28, 2024

Jessica Griess, Acting City Clerk

City of Algona

200 Washington Blvd.

Algona, WA 98001

Dear Jessica Griess,

Monetary Requirements for 2025

The Metropolitan King County Council approved the sewer rate for 2025 and the sewage treatment capacity charge for 2025 with the adoption of Ordinance 19782 on June 18, 2024. A copy of Ordinance 19782 is enclosed for your information.

If you have any questions, please call the Clerk of the Council's Office at (206) 477-1020.

Sincerely,

Melani Hay

Clerk of the Council

Enclosure



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Section 9, Item D.

Signature Report

Ordinance 19782

Proposed No. 2024-0146.1

Sponsors Zahilay

1 AN ORDINANCE relating to rates and charges for sewage
 2 treatment and disposal; and amending Ordinance 12353,
 3 Section 2, as amended, and K.C.C. 4A.670.100, Ordinance
 4 18745, Section 2, and Ordinance 11398, Section 1, as
 5 amended, and K.C.C. 28.84.055.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100
 8 are hereby amended to read as follows:

9 A. Having determined the monetary requirements for the disposal of sewage, the
 10 council hereby adopts a ((2024)) 2025 sewer rate of ((fifty-five)) fifty-eight dollars and
 11 ((eleven)) twenty-eight cents per residential customer equivalent per month. Once a sewer
 12 rate ordinance becomes effective, the clerk of the council is directed to deliver a copy of
 13 that ordinance to each agency having an agreement for sewage disposal with King County.

14 B. The King County council approves the application of Statement No. 62 of the
 15 Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets
 16 and liabilities to treat pollution remediation obligations and RainWise Program
 17 expenditures and strategic planning costs as regulatory assets, recovered ratably over the
 18 life of the underlying financing, and to establish a rate stabilization reserve for the
 19 purpose of leveling rates between years.

20 C. As required for GASB-62 application, amounts are to be placed in the rate
21 stabilization reserve from operating revenues and removed from the calculation of debt
22 service coverage. The reserve balance shall be an amount at least sufficient to maintain a
23 level sewer rate between ~~((2023))~~ 2025 and ~~((2024))~~ 2026, and shall be used solely for
24 the purposes of: maintaining the level sewer rate in ~~((2024))~~ 2026; and if additional
25 reserve balance is available, moderating future rate increases beyond ~~((2024))~~ 2026. The
26 estimated amount of the reserve, as shown in the financial forecast, Attachment A to
27 ~~((Ordinance 19447))~~ this ordinance, shall be revised in accordance with the ~~((2023-2024~~
28 ~~Biennial Budget))~~ 2025 Annual Budget Ordinance and financial plan. If the reserve
29 needs to be reduced to meet debt service coverage requirements for ~~((2023))~~ 2024, the
30 county executive shall notify the council of the change by providing an updated financial
31 plan.

32 SECTION 2. Ordinance 18745, Section 2, as amended, is hereby amended to
33 read as follows:

34 Monetary requirements for the disposal of sewage as defined by contract with the
35 component sewer agencies for the fiscal year beginning January 1, ~~((2024))~~ 2025, and
36 ending December 31, ~~((2024))~~ 2025. The council hereby determines the monetary
37 requirements for the disposal of sewage as follows:

38 Administration, operating, maintenance repair and replacement (net of other
39 income): ~~((\$76,762,508))~~ \$98,885,775.

40 Establishment and maintenance of necessary working capital reserves:
41 ~~((\$151,283,097))~~ \$159,207,572.

42 Requirements of revenue bond resolutions (not included in above items and net of
43 interest income): (~~(\$285,003,893)~~) \$290,381,168.

44 TOTAL: (~~(\$513,049,498)~~) \$548,474,514.

45 SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are
46 hereby amended as follows:

47 A. The amount of the metropolitan sewage facility capacity charge adopted by
48 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or
49 residential customer equivalent shall be:

50 1. Seven dollars for sewer connections occurring between and including January
51 1, 1994, and December 31, 1997;

52 2. Ten dollars and fifty cents for sewer connections occurring between and
53 including January 1, 1998, and December 31, 2001;

54 3. Seventeen dollars and twenty cents for sewer connections occurring between
55 and including January 1, 2002, and December 31, 2002;

56 4. Seventeen dollars and sixty cents for sewer connections occurring between
57 and including January 1, 2003, and December 31, 2003;

58 5. Eighteen dollars for sewer connections occurring between and including
59 January 1, 2004, and December 31, 2004;

60 6. Thirty-four dollars and five cents for sewer connections occurring between
61 and including January 1, 2005, and December 31, 2006;

62 7. Forty-two dollars for sewer connections occurring between and including
63 January 1, 2007, and December 31, 2007;

-
- 64 8. Forty-six dollars and twenty-five cents for sewer connections occurring
65 between and including January 1, 2008, and December 31, 2008;
- 66 9. Forty-seven dollars and sixty-four cents for sewer connections occurring
67 between and including January 1, 2009, and December 31, 2009;
- 68 10. Forty-nine dollars and seven cents for sewer connections occurring between
69 and including January 1, 2010, and December 31, 2010;
- 70 11. Fifty dollars and forty-five cents for sewer connections occurring between
71 and including January 1, 2011, and December 31, 2011;
- 72 12. Fifty-one dollars and ninety-five cents for sewer connections occurring
73 between and including January 1, 2012, and December 31, 2012;
- 74 13. Fifty-three dollars and fifty cents for sewer connections occurring between
75 and including January 1, 2013, and December 31, 2013;
- 76 14. Fifty-five dollars and thirty-five cents for sewer connections occurring
77 between and including January 1, 2014, and December 31, 2014;
- 78 15. Fifty-seven dollars for sewer connections occurring between and including
79 January 1, 2015, and December 31, 2015;
- 80 16. Fifty-eight dollars and seventy cents for sewer connections occurring
81 between and including January 1, 2016, and December 31, 2016;
- 82 17. Sixty dollars and eighty cents for sewer connections occurring between and
83 including January 1, 2017, and December 31, 2017;
- 84 18. Sixty-two dollars and sixty cents for sewer connections occurring between
85 and including January 1, 2018, and December 31, 2018;
-

86 19. Sixty-four dollars and fifty cents for sewer connections occurring between
87 and including January 1, 2019, and December 31, 2019;

88 20. Sixty-six dollars and thirty-five cents for sewer connections occurring
89 between and including January 1, 2020, and December 31, 2020;

90 21. Sixty-eight dollars and thirty-four cents for sewer connections occurring
91 between and including January 1, 2021, and December 31, 2021;

92 22. Seventy dollars and thirty-nine cents for sewer connections occurring
93 between and including January 1, 2022, and December 31, 2022;

94 23. Seventy-two dollars and fifty cents for sewer connections occurring between
95 and including January 1, 2023, and December 31, 2023; ~~((and))~~

96 24. Seventy-four dollars and twenty-three cents for sewer connections occurring
97 between and including January 1, 2024, and December 31, 2024; and

98 25. Seventy-six dollars and nine cents for sewer connections occurring between
99 and including January 1, 2025, and December 31, 2025.

100 B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater
101 Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge
102 upon the costs, customer growth and related financial assumptions used in the Regional
103 Wastewater Services Plan.

104 2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services
105 Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as
106 contained in the attached financial plan for ~~((2024))~~ 2025, which is Attachment A to
107 ~~((Ordinance 19447))~~ this ordinance.

Ordinance 19782

Section 9, Item D.

108 3. In accordance with adopted policy FP-15.3.c., King County shall pursue
109 changes in state legislation to enable the county to require payment of the capacity charge
110 in a single payment, while preserving the option for new ratepayers to finance the
111 capacity charge.

Ordinance 19782 was introduced on 5/7/2024 and passed by the Metropolitan King County Council on 6/18/2024, by the following vote:

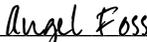
Yes: 7 - Balducci, Barón, Dembowski, Mosqueda, Perry, Upthegrove and Zahilay
No: 2 - Dunn and von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

C267B914088E4A0...
Melani Hay, Clerk of the Council

APPROVED this ____ day of 6/18/2024, ____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. King County Wastewater Treatment Division - Sewer Rate Financial Model

Ordinance 19782

King County WTD - Sewer Rate Financial Model			2023	2024
Wastewater Treatment Division		Actual	Budget	
Attachment A - Financial Forecast		2023	2024	
Operating Financial Forecast - 4611 (\$ '000)				
Monthly Sewer Rate		\$52.11		\$55.11
Rate Increase		5.75%		5.75%
Residential Customer Equivalents (RCEs)		768,447		775,653
Revenue				
Sewer Rate ¹	\$	479,425	\$	512,955
Capacity Charge		90,860		96,060
Industrial Waste		10,769		10,825
Resource Recovery		10,857		9,274
Other Income		4,687		3,392
Investment Income		15,234		19,041
Use (Transfer to) Rate Stabilization Reserve		-		-
Total - Revenue	\$	611,832	\$	651,546
Expenditures & Transfers				
O&M Expenses	\$	(187,185)	\$	(198,208)
Existing Debt Service		(273,545)		(251,743)
New Debt Service		-		(9,350)
Debt Retirement/ Defeasance Use of Cash		(143,000)		-
Minimum Operating Reserve Contribution		(1,082)		(2,520)
Total - Expenditures & Transfers	\$	(604,812)	\$	(461,821)
Net Cash Flow	\$	7,020	\$	189,725
Beginning Balance	\$	42,431	\$	2,520
Net Cash Flow		7,020		189,725
Policy Cash-Funded Capital (Transfer to Capital Fund)		(43,000)		(192,245)
Ending Balance ²	\$	6,451	\$	0
Ending Reserve Balances				
Water Quality Operating Liquidity Reserve	\$	18,718	\$	19,821
Rate Stabilization Reserve Account	\$	46,250	\$	46,250
Debt Service Coverage - Parity Bonds (Senior Lien)		3.07x		3.12x
Debt Service Coverage - All-In Debt Service		1.55x		1.74x
¹ Sewer rate revenue includes a billing adj. of \$1.1m				
² Difference between 2023 ending balance and 2024 beginning balance driven by reconciliation of				

Capital Funding Forecast - 3611 & 3612 (\$ '000)

Beginning Balance	\$	201,482	\$	119,476
WIFIA Proceeds		17,686		-
State Loan Proceeds		133,894		46,571
Variable Rate Debt Proceeds		-		-
Commercial Paper / Interim Financing		-		73,945
Retirement of Interim Financing		(72,100)		(17,953)

Net Bond Proceeds	138,239	94,086
Debt Reserve Contribution/(Requirement)	459	-
Grants, Settlements, and Other	568	-
Capital Expenditures	(361,117)	(316,126)
Ending Balance Before Transfers	\$ 59,111	\$ -
Year-end Transfers from Operating Fund	43,000	192,245
Ending Balance	\$ 102,111	\$ 192,245
Ending Reserve Balances		
Capital Liquidity Reserve	5,000	5,000
Emergency Capital Reserve	15,000	15,000
Revenue Bonds Reserve Account	128,764	130,709
State Revolving Fund Reserve Account	981	219

Note: Bond covenants are written to allow that in any given year, use of the Rates Stabilization Reserve on a month-to-month basis for calculating bond coverage. This allows WTD 1

	2025	2026	2027	2028	2029
Rate Proposal	Projected	Projected	Projected	Projected	Projected
2025	2026	2027	2028	2029	
	\$58.28	\$62.36	\$66.73	\$71.41	\$77.31
	5.75%	7.00%	7.00%	7.00%	8.25%
	784,252	789,176	794,108	799,049	803,999
\$	548,475	\$ 590,556	\$ 635,890	\$ 684,721	\$ 745,886
	102,369	109,517	116,355	122,181	128,032
	10,880	10,936	10,993	11,050	11,107
	7,372	7,593	7,821	8,056	8,297
	3,405	3,419	3,433	3,448	3,463
	20,153	16,153	16,093	16,656	18,590
	-	-	-	-	-
\$	692,654	\$ 738,175	\$ 790,585	\$ 846,112	\$ 915,375
\$	(222,912)	\$ (238,307)	\$ (258,412)	\$ (271,281)	\$ (284,533)
	(249,021)	(259,861)	(274,108)	(244,766)	(257,349)
	(21,009)	(37,179)	(61,754)	(95,291)	(138,481)
	-	-	-	-	-
	(2,470)	(1,539)	(2,011)	(1,287)	(1,325)
\$	(495,413)	\$ (536,886)	\$ (596,285)	\$ (612,625)	\$ (681,689)
\$	197,242	\$ 201,289	\$ 194,300	\$ 233,487	\$ 233,686
\$	0	\$ 0	\$ 0	\$ 0	\$ -
	197,242	201,289	194,300	233,487	233,686
	(197,242)	(201,289)	(194,300)	(233,487)	(233,686)
\$	0	\$ 0	\$ 0	\$ -	\$ -
\$	22,291	\$ 23,831	\$ 25,841	\$ 27,128	\$ 28,453
\$	46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250
	3.19x	2.92x	2.53x	2.67x	2.58x
	1.74x	1.68x	1.58x	1.69x	1.59x

cash and accrual, timing of transfers between funds

\$	192,245	\$	197,242	\$	201,289	\$	194,300	\$	233,487
	-		96,845		111,905		32,690		25,440
	17,856		-		-		-		-
	15,974		16,693		21,519		50,439		77,592
	20,391		21,314		8,032		1,796		-
	(10,548)		(32,149)		(55,000)		(9,828)		-

162,064	174,027	261,507	411,384	536,223
-	-	-	-	-
-	-	-	-	-
(397,982)	(473,971)	(549,251)	(680,782)	(872,741)
\$ -	\$ -	\$ -	\$ -	\$ -
<hr/> 197,242	<hr/> 201,289	<hr/> 194,300	<hr/> 233,487	<hr/> 233,686
\$ 197,242	\$ 201,289	\$ 194,300	\$ 233,487	\$ 233,686
5,000	5,000	5,000	5,000	5,000
15,000	15,000	15,000	15,000	15,000
141,435	157,725	183,996	212,751	249,875
219	176	133	133	133

eserve can be recognized as revenue eligible for inclusion in the bond coverage calculation. In year 2020, we intend to use reserves to smooth rate increases and otherwise manage rate levels without compromisi

	2030	2031	2032	2033	2034
	Projected	Projected	Projected	Projected	Projected
	2030	2031	2032	2033	2034
	\$83.69	\$90.60	\$98.99	\$108.15	\$118.16
	8.25%	8.25%	9.25%	9.25%	9.25%
	808,958	813,925	818,901	823,886	828,880
\$	812,420	\$ 884,899	\$ 972,756	\$ 1,069,239	\$ 1,175,286
	133,148	138,379	142,656	145,937	148,706
	11,164	11,222	11,280	11,339	11,398
	8,546	8,802	9,067	9,339	9,619
	3,479	3,495	3,511	3,528	3,546
	19,673	20,733	22,447	25,160	27,253
	-	-	-	-	-
\$	988,430	\$ 1,067,531	\$ 1,161,717	\$ 1,264,542	\$ 1,375,807
\$	(298,440)	\$ (313,035)	\$ (328,353)	\$ (344,429)	\$ (361,301)
	(273,915)	(273,748)	(249,327)	(258,833)	(240,104)
	(190,216)	(237,433)	(295,159)	(346,532)	(381,526)
	-	-	-	-	-
	(1,391)	(1,459)	(1,532)	(1,608)	(1,687)
\$	(763,962)	\$ (825,675)	\$ (874,370)	\$ (951,401)	\$ (984,618)
\$	224,469	\$ 241,855	\$ 287,347	\$ 313,141	\$ 391,189
\$	-	\$ -	\$ -	\$ -	\$ -
	224,469	241,855	287,347	313,141	391,189
	(224,469)	(241,855)	(287,347)	(313,141)	(391,189)
\$	-	\$ -	\$ -	\$ -	\$ -
\$	29,844	\$ 31,304	\$ 32,835	\$ 34,443	\$ 36,130
\$	46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250
	2.19x	2.06x	2.13x	2.01x	2.07x
	1.49x	1.48x	1.53x	1.52x	1.63x
\$	233,686	\$ 224,469	\$ 241,855	\$ 287,347	\$ 313,141
	9,544	14,547	-	-	-
	-	-	-	-	-
	100,198	118,588	113,204	141,343	131,341
	-	-	-	-	-
	-	-	-	-	-

653,478	582,590	703,018	647,063	434,564
-	-	-	-	-
-	-	-	-	-
(996,906)	(940,193)	(1,058,077)	(1,075,753)	(879,047)
\$ -	\$ -	\$ -	\$ -	\$ -
224,469	241,855	287,347	313,141	391,189
\$ 224,469	\$ 241,855	\$ 287,347	\$ 313,141	\$ 391,189
5,000	5,000	5,000	5,000	5,000
15,000	15,000	15,000	15,000	15,000
295,254	336,512	384,190	429,840	461,395
68	-	-	-	-

ears that WTD contributes to this reserve, that portion of revenue is deducted from the revenue
 ng the ability to meet annual bond coverage targets.

Certificate Of Completion

Envelope Id: C0378226F5C141FF8CF2349DF210981E	Status: Completed
Subject: Complete with DocuSign: Ordinance 19782.docx, Ordinance 19782 Attachment A.xlsx	
Source Envelope:	
Document Pages: 6	Signatures: 3
Supplemental Document Pages: 6	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

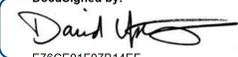
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
6/18/2024 4:08:21 PM	Cherie.Camp@kingcounty.gov	
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Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

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Signature Adoption: Uploaded Signature Image
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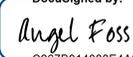
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Signed: 6/18/2024 4:13:29 PM

Electronic Record and Signature Disclosure:

Accepted: 6/18/2024 4:13:15 PM
ID: b22edd0a-5af8-49ce-96e0-5fcd0ae41c7b

Angel Foss
Angel.Foss@kingcounty.gov
Deputy Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

C267B914088E4A0...
Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:

Accepted: 6/18/2024 4:27:27 PM
ID: 193365af-2036-4aad-938a-a278fde53594

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent	Hashed/Encrypted	6/18/2024 4:09:11 PM
Certified Delivered	Security Checked	6/18/2024 4:27:27 PM
Signing Complete	Security Checked	6/18/2024 4:28:13 PM
Completed	Security Checked	6/18/2024 4:28:13 PM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.



CITY COUNCIL

AGENDA BILL # AB24-0145

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1285-24, Setting LGIP Authorized Individual	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator	X	X
	City Attorney		
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Police Dept			
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1 st review – 10/21/24	Civil Service Committee		
2 nd review – 10/28/24			
3 rd review –			

Staff Contact: Jessica Griess, City Administrator
Attachments: Resolution 1285-24; Updated Authorization Form

SUMMARY STATEMENT:

This resolution changes our “Authorized Individual” from former Mayor David Hill to just the title of Mayor. This change allows the current and future Mayors to provide the approval for account changes for LGIP. This update came to light while attempting to change from Umpqua to WaFd in the state system.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1285-24**

**RESOLUTION AUTHORIZING INVESTMENT OF THE
CITY OF ALGONA MONIES IN THE LOCAL
GOVERNMENT INVESTMENT POOL**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Algona, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Administrator, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS, the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Authorization Form (Form) as completed by the City Administrator and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates the Mayor, the “authorized individual” to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual’s instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual’s delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____ 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker
City Clerk

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: 1285-24
Date Posted:



CITY COUNCIL

AGENDA BILL # AB24-0152

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Natural Systems Design Third Contract Amendment	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		X
	City Clerk		
	Finance Dept		
	PW/Utilities		<i>In progress</i>
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 10/28/24	Planning Commission		
2 nd review –	Civil Service Committee		
3 rd review –			

Staff Contact: Jessica Griess, City Administrator

Attachments: Amendment and scope of work

SUMMARY STATEMENT:

With the change in the wetland preserve’s construction schedule, Natural Systems Design has provided a scope of work for the remainder of the project to include the phase 3 bid process and project oversight. This amendment is adding just under \$50,000 to the total project cost.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

SCOPE OF WORK – Amendment 3

Algona Wetland Preserve: 2025 Construction Oversight

Prepared by: Natural Systems Design, Inc.

Prepared for: City of Algona

Mayor Troy Linnell

Jessica Griess

October 2024

This scope of work has been prepared for the City of Algona (the City) and is Amendment 3 to the Final Design contract to support construction and implementation of the Algona Wetland Preserve Project. The final design was completed by Natural Systems Design (NSD) in April 2024, and Phase 1 Construction was completed in October 2024. The remaining planting for Phase 2 will occur in early spring of 2025. Phase 3 will be constructed in summer 2025.

Final Design Scope:

- Task 1: 90% Design
- Task 2: Final Design
- Task 3: Bid Support
- Task 4: Project Management and Coordination
- Task 5: Regulatory Process Support
- Task 6: Management Reserve

Amendment 1:

- Task 7: Construction Oversight
- Task 8: Permit Support
- Task 9: Project Management

Amendment 2:

- Task 10: Cultural Resources Survey [ICF]

Amendment 3:

- Task 11: Phase 3 Bid Support
- Task 12: Phase 3 Construction Oversight
- Task 13: Permit Support
- Task 14: Project Management

The work defined by Amendment 3 will begin in October 2024 and continue through September 2025. Work to be completed by NSD has been divided into the following list of tasks and linked to specific project deliverables:

Task 11: Phase 3 Bid Support

NSD will package the Phase 3 engineering design based off of the previous design work for the Algona Wetland Preserve Project to include the boardwalk and exclude (or clearly define) the Phase 1 and 2 elements, which are not included in the Phase 3 bid package. This effort includes coordination with Gray and Osborn.

NSD will develop and coordinate a full specification package with Gray and Osborn. NSD will coordinate with Gray and Osborn on the Engineer's Cost Estimate. For all deliverables, Gray and Osborn will be responsible for all boardwalk elements, NSD will coordinate the boardwalk construction within the greater project setting. Items

NSD will be responsible for will include (but are not limited to) erosion control and water pollution prevention, temporary work area isolation, fish exclusion, and temporary access and staging.

NSD will be present for a pre-bid site walk for contractors interested in bidding on the project.

Assumptions:

- ▶ No re-design of the project elements is included. The design will remain unchanged from the May 2024 deliverable, but a re-packaging effort is necessary to present the Phase 3 elements to the contractor.
- ▶ No rounds of review and comment will be needed.

Deliverables:

- ▶ Phase 3 Cost Estimate
- ▶ Algona Wetland Preserve - Phase 3 Plan set
- ▶ Phase 3 Specification Package, modified from the Phase 1/2 spec package

Task 12: Phase 3 Construction Oversight

NSD will provide construction oversight to guide the construction and installation of the Algona Wetland Preserve Project Phase 3 work; the boardwalk construction including coordination with Gray and Osborn and notification to PSE when construction is anticipated to begin.

This construction oversight effort includes a pre-construction site walk, the review and response to questions, RFIs, and Submittals from the Contractor. Gray and Osborn will be responsible for all RFIs and Submittals related to the boardwalk. NSD will respond to all RFIs and Submittals related to the site preparation, TESC, and access/staging.

The boardwalk and platforms will be constructed during the specified in-water work window of June 16 to September 30, 2025.

NSD will provide up to 4 days (32 hrs.) of staff engineering oversight for Phase 3; including travel time. This time will likely be split between more partial-day visits to the site, targeting key times during construction.

NSD staff will provide notes and documentation for their time on site but will not be submitting a full as-built plan set; only notes for the times when NSD was present on site.

Assumptions:

- ▶ Contractor will provide as-builts for review and markup by NSD and Gray and Osborn
- ▶ NSD will not be providing any post-construction survey or field work

Deliverables:

- ▶ Email communications with the City, Gray and Osborn, and Contractor
- ▶ Review and response of up to 5 RFIs
- ▶ Review of up to 3 Submittals
- ▶ Field notes during construction

Task 13: Permit Support

Project phasing which was not anticipated when the project's permit applications were prepared, or the subsequent permits issued. This has created a more complex permit compliance process than anticipated. The

regulatory agencies require updates at the conclusion of each Phase and close out notifications and submittals at the end of Phase 3 that will need to encompass the work in all three phases.

NSD will continue to support the permit tracking and compliance process for the project, through the Phase 3 bid process and during/after construction, specifically with regards to supporting the City by identifying and supporting notification and submittal requirements during and post Phase 3 construction.

Deliverables:

- ▶ Support to City in transferring CSWGP to City after Phase 2 is completed.
- ▶ Coordination with Corps, Ecology, and WDFW, Contractor, and City to support the City’s required follow up actions as specified in project permits.

Task 14: Project Management

NSD will set up, manage, and coordinate with the City and Gray and Osborn and with the selected Contractor throughout the duration of construction to maintain clear communications and progress towards project deliverables. NSD will provide monthly invoices with brief progress reports. This task includes email and meeting coordination with the City to maintain clear project communications and manage schedule and deliverables.

Assumptions

- ▶ The duration of the project will be approximately 11 months (October 2024 through September 2025).
- ▶ Up to (6) coordination calls with City staff, at 1 hour each.

Deliverables:

- ▶ Ongoing communications with City staff.
- ▶ Monthly invoicing and progress report.

Project Budget

This budget estimate is made based on the scope of services outlined above and is broken out per task below in Table 1.

Project cost of the Final Design and Amendment 1 and 2 equals \$158,804.24.

Total project cost including Amendment 3 is \$207,977.64.

Table 1. Project Budget by Task and Category for Amendment 3 Only

TASK	HOURS	TOTAL COST
Task 11: Phase 3 Bid Support	84	\$18,066.90
Task 12: Phase 3 Construction Oversight	68	\$15,428.50
Task 13: Permit Coordination and Compliance Support	46	\$10,432.00
Task 14: Project Management	26	\$5,246.00
Total	224	\$49,173.40

THIRD AMENDMENT TO CONSULTANT AGREEMENT

THIS THIRD AMENDMENT is made by and between the City of Algona (hereinafter referred to as “the City”), a Washington municipal corporation, and Natural Systems Design, Inc. (hereinafter referred to as “Consultant”), collectively the “Parties.”

WHEREAS, the Parties executed that certain Consultant Agreement effective October 24, 2023, for final design services related to the Algona Wetland Preserve project (“Agreement”); and

WHEREAS, the Parties subsequently executed a First Amendment to the Agreement, incorporating a new Scope of Work and Fee Schedule specific to construction oversight services for the construction and implementation phase of the Algona Wetland Preserve project, together with corresponding changes to the completion date and maximum amount payable under the Agreement (“First Amendment”); and

WHEREAS, the Parties subsequently executed a Second Amendment to the Agreement, incorporating a new Scope of Work and Fee Schedule specific to cultural resources support for the construction and implementation phase of the Algona Wetland Preserve project, together with a corresponding change to the maximum amount payable under the Agreement (“Second Amendment”); and

WHEREAS, the Parties desire to further amend the Agreement by incorporating a new Scope of Work and Fee Schedule specific to construction oversight, bid support, permit support, and project management, together with corresponding changes to the completion date and maximum amount payable under the Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Scope of Work and Fee Schedule. Attachment A to the Agreement (Scope of Work and Fee Schedule), as previously amended by the First Amendment and Second Amendment, respectively, is hereby amended and supplemented by the addition of Attachment A-3 (Scope of Work and Fee Schedule—Construction Oversight) attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Amendment of Maximum Amount Payable. The Maximum Amount Payable set forth on Page 1 of the Agreement, as previously amended by the First Amendment and the Second Amendment, respectively, is hereby increased from \$158,804.24 to \$207,977.64.

Section 3. Amendment of Completion Date. The Completion Date set forth on Page 1 of the Agreement, as previously amended by the First Amendment, is hereby extended from April 30, 2025, to September 30, 2025.

Section 4. Effect of Amendment. This Third Amendment is in addition to the Agreement. Except as otherwise provided herein, the provisions of this Third Amendment modify, but do not supersede, the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this Third Amendment did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

DATED this _____ day of _____, 2024.

CITY OF ALGONA

NATURAL DESIGN SYSTEMS, INC.

By: _____
Troy Linnell, Mayor

By: _____

ATTEST/AUTHENTICATED:

By: _____
Dana Parker, City Clerk

Attachment A-3

SCOPE OF WORK AND FEE SCHEDULE—CONSTRUCTION OVERSIGHT



CITY COUNCIL

AGENDA BILL # AB24-0151

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1286-24, City of Auburn Decant Facility Agreement	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator	x	
	City Attorney		X
	City Clerk		
	Finance Dept		
	PW/Utilities		x
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1st review – 10/28/24	Planning Commission		
2 nd review –	Civil Service Committee		
3 rd review –			

Staff Contact: Jessica Griess, City Administrator

Attachments: Resolution 1286-24; Agreement

SUMMARY STATEMENT:

The agreement presented is with the City of Auburn to utilize their decant facility on a as needed basis. It is important to have a decant facility available to dispose any contaminated materials from our vactor trailer, street sweeping, etc. We have utilized their facility in the past and they are the closest location we can use.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1286-24**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF AUBURN AND THE CITY OF ALGONA FOR
DECANT FACILITIES USAGE, AND AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT.**

WHEREAS, the City desire to enter into an agreement with the City of Auburn to provide decant facilities usage for the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council approves the agreement between the City of Algona and the City of Auburn, attached to this Resolution as Exhibit A, and authorizes the Mayor to execute the Agreement in substantially the form attached, together with such minor revisions as the Mayor may deem necessary and appropriate.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2024.

CITY OF ALGONA

Troy Linnell, Mayor

ATTEST/AUTHENTICATED:

Dana Parker
City Clerk

APPROVED AS TO FORM:

J. Zachary Lell
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:
Date Posted:

EXHIBIT A

**CONTRACT FOR SERVICES
BETWEEN THE CITY OF ALGONA
AND THE CITY OF AUBURN
FOR DECANT FACILITIES USAGE
AND STREET SWEEPING SERVICES**

THIS AGREEMENT is made and executed by and between the City of Algona, a Washington municipal corporation, hereafter designated as "Algona," and the City of Auburn, a Washington municipal corporation, hereafter designated as "Auburn."

WHEREAS, Algona has inadequate facilities to properly handle the Waste Materials produced as a result of their Public Works street sweeping and Vactor maintenance activities; and

WHEREAS, Auburn has sufficient capacity at their decant facility to handle the Algona Waste Materials.

NOW, THEREFORE, for the consideration stated in this Agreement, Algona and Auburn do agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for proper handling, processing and disposal of Street Sweeper and Vactor truck materials, herein referred to as "Waste Materials" generated by Algona.

2. RESPONSIBILITIES

The City of Algona shall deliver Waste Materials to the decant area of the City of Auburn Maintenance & Operations facility (hereafter, the "Facility"), currently located at 1305 C Street SW, during the hours of 7:00 am and 3:00 pm. The unloading of the Waste Materials by Algona at the Facility is to be done under the supervision of an Auburn employee at the Facility. Algona will only send operators to use the decant facility that have been properly trained by Auburn on the safe and efficient use of the facility and dumping of Waste Materials.

If conditions at the Auburn Facility require, Auburn reserves the right to request Algona to retain its Waste Materials until such time as the conditions at the Facility allow Auburn to accept the Waste Materials again. Auburn will give Algona as much advance notice of these conditions as is practicable. Auburn further reserves the right to reject any individual shipment of Waste Materials.

Auburn will provide for the dewatering and the disposal of the Waste Materials in compliance with all local, state, and federal permits pertaining to the dewatering and disposal of such Waste Materials.

3. VOLUME

Auburn shall accept from Algona’s Waste Materials in the following volumes: not to exceed 20 tons per month or a total of 150 tons per year as measured at Auburn’s truck scale. Auburn may accept Waste Material from Algona that exceeds these volumes upon the review of a written request from Algona. All such requests shall be made to Auburn's Public Works Maintenance and Operations Manager thirty (30) days in advance of proposed delivery of such additional Waste Materials.

4. COST FOR SERVICES

A. Waste Materials.

Algona shall pay Auburn \$30.00 per month base fee for administration costs and \$85.00 per ton of Waste Materials for processing, testing and disposal fee (measured as scale weight). Auburn will bill Algona on a quarterly basis.

B. Sweeping Services.

Auburn will provide street sweeping services on an as needed basis to Algona at the rate of \$126.00 per hour for sweeper and operator; this does not include fees for the handling, processing and disposal of Waste Materials generated from sweeping.

Auburn reserves the right to increase these fees in response to increases in labor, disposal, and regulatory costs. Auburn shall give Algona at least sixty (60) days’ advance written notification of any proposed fee increases.

5. DECANT FACILITY IMPROVEMENTS

Algona recognizes that the capacity of Auburn’s Facility is limited and that additional capacity will need to be provided, as both Cities’ waste disposal needs continue to grow, in order to provide long-term service to Algona.

If Auburn desires to investigate and plan for long-term capacity improvements to the decant process, including but not limited to improvements to the existing facility, Auburn shall endeavor to notify Algona and shall endeavor to include Algona in such investigation and planning, to the extent it is reasonably able to do, in keeping with Auburn’s intended investigation and planning. By way of example only, and not by way of limitation, Algona and Auburn contemplate that subsequent amendments or agreements might address the following types of issues: planning, design and construction costs for potential improvements to the existing Facility or construction of a new decant facility. The parties agree that Auburn will act as lead entity in the all

aspects of any proposed improvement project. Auburn will consult in advance of any final decisions with Algona for the purposes of determining Algona's future needs and Algona's desire to participate in funding for an improved facility or a new facility.

6. TERM AND TERMINATION

This Agreement shall be in effect from October 1, 2020 through December 31, 2023. Either party may terminate this Agreement by giving the other party advance written notice of 120 days.

7. REOPENER

Either party may request that any provision of this Agreement, including proposed increases or decreases to the cost for services in Section 4, can be renegotiated by submitting a written request with fourteen (14) days' advance notice. Any amendment of this Agreement shall be in writing and shall be signed by both parties consistent with Section 13 of this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. Algona shall indemnify and hold Auburn and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to the execution of this Agreement and/or Algona's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Algona; and provided further, that nothing herein shall require Algona to hold harmless or defend Auburn, its agents, employees officers and/or volunteers from any claims arising from the sole negligence of Auburn, its agents, employees, officers and/or volunteers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.

- b. Auburn shall indemnify and hold Algona and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Algona arising out of, in connection with, or incident to the execution of this Agreement and/or Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Algona, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Algona, its agents, employees, officers and/or

volunteers from any claims arising from the sole negligence of Algona, its agents, employees, officers and/or volunteers. No liability shall attach to Algona by reason of entering into this Agreement except as expressly provided herein.

- c. 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 Auburn and Algona, its officers, officials, employees, and volunteers, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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.
- d. AUBURN SHALL HAVE NO LIABILITY FOR, AND SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS RESULTING FROM ALGONA DELIVERIES OR OTHERWISE ATTRIBUTABLE TO ALGONA, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS.

9. RESOLUTION OF DISPUTES AND GOVERNING LAW

a. Alternative Dispute Resolution If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the parties or through King County court procedures. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.

b. Applicable Law and Jurisdiction This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action

arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District

Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

10. WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing. If written notice is provided by electronic mail (e-mail), then such written notice shall become effective one (1) business day after it is successfully sent.

11. NON-DISCRIMINATION

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

12. INSURANCE

A) The Parties shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Waste Disposal described in this Agreement.

B) The Parties shall obtain and maintain, during the effective dates of this Agreement, the following insurance coverage and limits (at a minimum):

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall include a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, and
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Commercial General Liability insurance shall be written with limits no less than

\$1,000,000 per occurrence with a \$2,000,000 general aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, mold, pollution and employer's liability, and

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Employer's Liability insurance, as necessary, shall be written with limits of each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease-Policy limit \$1,000,000.

C) Each party's insurance shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other party.

D) If any coverage is written on a "claims made" basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be given to the other party.

E) Insurance, other than through an insurance pool, is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

13. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 28th day of September, 2020.

CITY OF ALGONA

CITY OF AUBURN

David E. Hill Mayor
200 Washington Blvd.
Algona, WA 98001

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

ATTEST:

Jenny Garnica, City Clerk

Shawn Campbell, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Zach Lell, City Attorney

Kendra Comeau, City Attorney

**INTERLOCAL AGREEMENT CONTRACT FOR SERVICES
BETWEEN THE CITY OF ALGONA
AND THE CITY OF AUBURN
FOR DECANT FACILITIES USAGE
AND STREET SWEEPING SERVICES**

THIS AGREEMENT is made and executed by and between the City of Algona, a Washington municipal corporation, hereafter designated as "Algona," and the City of Auburn, a Washington municipal corporation, hereafter designated as "Auburn."

WHEREAS, Algona has ~~inadequate~~ limited facilities to properly handle the Waste Materials produced as a result of their Public Works street sweeping and Vactor maintenance activities; and

WHEREAS, Auburn has sufficient capacity at their decant facility to handle the Algona Waste Materials.

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act) permits local government units to cooperate with other government entities on the basis of mutual advantage and to provide the use of facilities to each other.

NOW, THEREFORE, for the consideration stated in this Agreement, Algona and Auburn do agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for proper handling, processing and disposal of Street Sweeper and Vactor truck materials, herein referred to as "Waste Materials" generated by Algona.

2. RESPONSIBILITIES

The City of Algona shall deliver Waste Materials to the decant area of the City of Auburn Maintenance & Operations facility (hereafter, the "Facility"), currently located at 1305 C Street SW, during the hours of 7:00 am and 3:00 pm. The unloading of the Waste Materials by Algona at the Facility is to be done under the supervision of an Auburn employee at the Facility. Algona will only send operators to use the decant facility that have been properly trained by Auburn on the safe and efficient use of the facility and dumping of Waste Materials. Use of the Facility shall be governed by and subject to applicable Auburn procedures; provided, that Auburn shall first provide a written copy of such procedures to Algona.

If conditions at the Auburn Facility require, Auburn reserves the right to request Algona to retain its Waste Materials until such time as the conditions at the Facility allow Auburn to accept the Waste Materials again. Auburn will give Algona as much advance notice of these conditions as is practicable. Auburn further reserves the right to reject any individual shipment of Waste Materials.

Auburn will provide for the dewatering and the disposal of the Waste Materials in compliance with all local, state, and federal permits pertaining to the dewatering and disposal of such Waste Materials.

3. VOLUME

Auburn shall accept from Algona’s Waste Materials in the following volumes: not to exceed 20 tons per month or a total of 150 tons per year as measured at Auburn’s truck scale. Auburn may accept Waste Material from Algona that exceeds these volumes upon the review of a written request from Algona. All such requests shall be made to Auburn's Public Works Maintenance and Operations Manager thirty (30) days in advance of proposed delivery of such additional Waste Materials.

4. COST FOR SERVICES

A. Waste Materials.

Algona shall pay Auburn \$100.00 per month base fee for administration costs and \$85.00 per ton of Waste Materials for processing, testing and disposal fee (measured as scale weight). ~~Auburn will bill Algona on a quarterly basis.~~

~~B. Sweeping Services.~~

~~Auburn will provide street sweeping services on an as needed basis to Algona at the rate of \$215.77 per hour for sweeper and operator; this does not include the above fees for the handling, processing and disposal of Waste Materials generated from sweeping.~~

B. Invoicing and Payment.

Auburn will bill Algona on a quarterly basis. Algona shall make payment to Auburn within thirty (30) days of receipt of an invoice. Auburn reserves the right to increase either these fees in response to increases in labor, disposal, and regulatory costs. Auburn shall give Algona at least sixty (60) days’ advance written notification of any proposed fee increases.

5. DECANT FACILITY IMPROVEMENTS

Algona recognizes that the capacity of Auburn’s Facility is limited and that additional capacity will need to be provided, as both Cities’ waste disposal needs continue to grow, in order to provide long-term service to Algona.

If Auburn desires to investigate and plan for long-term capacity improvements to the decant process, including but not limited to improvements to the existing facility,

Auburn shall endeavor to notify Algona and shall endeavor to include Algona in such investigation and planning, to the extent it is reasonably able to do, in keeping with Auburn's intended investigation and planning. By way of example only, and not by way of limitation, Algona and Auburn contemplate that subsequent amendments or agreements might address the following types of issues: planning, design and construction costs for potential improvements to the existing Facility or construction of a new decant facility. The parties agree that Auburn will act as lead entity in the all aspects of any proposed improvement project. Auburn will consult in advance of any final decisions with Algona for the purposes of determining Algona's future needs and Algona's desire to participate in funding for an improved facility or a new facility.

6. TERM

This Agreement shall be in effect from July 1, 2024 through December 31, 2026. Either party may terminate this Agreement by giving the other party advance written notice of 120 days, or upon fourteen (14) days' notice in the event that the other party materially breaches this Agreement.

7. REOPENER

Either party may request that any provision of this Agreement, including proposed increases or decreases to the cost for services in Section 4, can be renegotiated by submitting a written request with fourteen (14) days' advance notice. Any amendment of this Agreement shall be in writing and shall be signed by both parties consistent with Section 13 of this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. Algona shall indemnify and hold Auburn and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Auburn arising out of, in connection with, or incident to ~~the execution of this Agreement and/or~~ Algona's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Auburn, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Algona; and provided further, that nothing herein shall require Algona to hold harmless or defend Auburn, its agents, employees officers and/or volunteers from any claims arising from the sole negligence of Auburn, its agents, employees, officers and/or volunteers. No liability shall attach to Auburn by reason of entering into this Agreement except as expressly provided herein.
- b. Auburn shall indemnify and hold Algona and its agents, employees, officers and/or volunteers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Algona arising out of, in

connection with, or incident to ~~the execution of this Agreement and/or~~ Auburn's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of Algona, its agents, employees, officers and/or volunteers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Auburn; and provided further, that nothing herein shall require Auburn to hold harmless or defend Algona, its agents, employees, officers and/or volunteers from any claims arising from the sole negligence of Algona, its agents, employees, officers and/or volunteers. No liability shall attach to Algona by reason of entering into this Agreement except as expressly provided herein.

c. 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 Auburn and Algona, its officers, officials, employees, and volunteers, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' 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.

d. AUBURN SHALL HAVE NO LIABILITY FOR, AND ALGONA SHALL INDEMNIFY AND HOLD AUBURN AUBURN AND ITS AGENTS, EMPLOYEES, OFFICERS AND/OR VOLUNTEERS SHALL BE HELD HARMLESS FROM AND AGAINST, ALL CLAIMS, DAMAGES, LIABILITIES AND COSTS TO THE EXTENT ARISING OUT OF OR RELATING TO THE PRESENCE, DISCOVERY, OR FAILURE TO DISCOVER, REMOVE, ADDRESS, REMEDIATE OR CLEANUP ENVIRONMENTAL OR BIOLOGICAL HAZARDS RESULTING FROM ALGONA DELIVERIES OR OTHERWISE ATTRIBUTABLE TO ALGONA, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, MOLD, FUNGUS, HAZARDOUS WASTE, SUBSTANCES OR MATERIALS.

9. RESOLUTION OF DISPUTES AND GOVERNING LAW

a. Alternative Dispute Resolution If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration. The arbitrator may be selected by agreement of the parties or through King County court procedures. All

fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence.

b. Applicable Law and Jurisdiction This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

10. WRITTEN NOTICE

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing. If written notice is provided by electronic mail (e-mail), then such written notice shall become effective one (1) business day after it is successfully sent.

11. NON-DISCRIMINATION

Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

12. INSURANCE

- A) The Parties shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Waste Disposal described in this Agreement.
- B) The Parties shall obtain and maintain, during the effective dates of this Agreement, the following insurance coverage and limits (at a minimum):
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. ~~Coverage shall be written on Insurance Services Office (ISO) form AC 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.~~ The Automobile Liability insurance shall

include a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident, and

- 2. Commercial General Liability ~~insurance shall be written on ISO occurrence form CG-00-01 or a substitute form providing equivalent liability coverage and~~ shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 per occurrence with a \$2,000,000 general aggregate.
- 3. Worker’s Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

~~Employer’s Liability insurance, as necessary, shall be written with limits of each accident \$1,000,000, Employer’s Liability Disease each employee \$1,000,000, and Employer’s Liability Disease Policy limit \$1,000,000. A Parties’ membership in the Washington Cities Insurance Authority (WCIA), AWC’s Risk Management Service Agency, or another Washington governmental self-insured risk pool, shall satisfy all conditions set forth in this section.~~

- C) Each party’s insurance shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to other party.
- D) If any coverage is written on a “claims made” basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period shall be given to the other party.
- E) Insurance, other than through an insurance pool, is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

13. Relationship of Parties

~~No joint venture, separate legal entity, agent-principal relationship or partnership is formed as result of this Agreement as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, or representative of Auburn shall be or shall be deemed to be the employee, agent or representative of Algona. No agent, employee or representative of Algona shall be or shall be deemed to be the employee, agent or representative of Auburn. None of the benefits provided by Auburn or Algona to its respective employees including, but not limited to, compensation, insurance, and unemployment insurance are available from Auburn or Algona to the employees, agents or representatives of the other City. Each~~

City will be solely and entirely responsible for its acts and for the acts of its agents, employees and representatives during the performance of this Agreement.

14. Compliance with Law, Right of Inspection

No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law. The parties agree to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the activities described in this Agreement, and to all equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. Each party shall have the right to inspect the records of the other party relating to this Agreement upon reasonable notice to the other party, during working hours.

15. Non-Waiver of Breach

The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

16. Assignment and Modification

Any assignment of this Agreement by either party without the prior written consent of the other party shall be void.

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless agreed to in writing and signed by a duly authorized representative of both parties.

17. Agreement Recording

Copies of this Agreement shall be filed with the [Pierce King County Auditor's Office](#) and the Parties' respective Clerks, provided that as an alternative, the Agreement may be listed by subject on the City's web site.

183. SEVERABILITY

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

194. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this _____ day of _____ 2024.

CITY OF ALGONA

CITY OF AUBURN

Troy Linnell, Mayor

Nancy Backus, Mayor
25 W. Main Street
Auburn, WA 98001

ATTEST:

ATTEST:

~~Deb Bell~~ Dana Parker, City Clerk
Clerk

Shawn Campbell, City

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Zach Lell, City Attorney

Doug Ruth, City Attorney



CITY COUNCIL

AGENDA BILL # AB24-0146

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Ordinance 1241-24, Traffic Impact Fee	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	X
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Police Dept			
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1st review – 10/21/24 (workshop); 10/28/24	Civil Service Committee		
2 nd review –			
3 rd review –			

Staff Contact: Jessica Griess, City Administrator
Attachments: Ordinance 1241-24; draft fee schedule

SUMMARY STATEMENT:

This Ordinance adds a new chapter to our municipal code for a traffic impact fee. The chapter allows the city to collect a fee to ensure new development shares the cost of street improvements. The FCS group has put together a study giving the city a top limit for a fee and now staff is asking for Council’s input on a final fee schedule.

Zach is working out the final changes from the workshop session on the 21st and will have a complete version for the 11/12/24 meeting.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1241-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON; AMENDING THE ALGONA MUNICIPAL CODE BY THE ADOPTION OF A NEW TITLE 21 IMPACT FEES THERETO; ADOPTING A NEW CHAPTER 21.10 AMC TRANSPORTATION IMPACT FEES; ESTABLISHING STANDARDS AND PROCEDURES FOR THE CALCULATION, ASSESSMENT, IMPOSITION, AND COLLECTION OF FEES TO FUND LOCAL TRANSPORTATION SYSTEM IMPROVEMENTS PURSUANT TO CHAPTER 82.02 RCW; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Washington law, including without limitation Chapter 82.02 RCW, authorizes municipalities to adopt local transportation impact fee programs in order to partially finance the construction of new transportation system improvements; and

WHEREAS, the City of Algona has commissioned a professional Transportation Impact Fee Study by FCS Group to inform the City’s preparation and adoption of a local transportation impact fee program, and has prepared standards and procedures therefor to be adopted as a new Chapter 21.10 AMC; and

WHEREAS, the City Council has determined that the public interest will be served by adopting the local transportation impact fee program set forth herein by ensuring that new development will fund an appropriate and proportionate share of the transportation system improvements necessary therefor;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA DO ORDAIN AS FOLLOWS:

Section 1. New Title 21 AMC Adopted. The Algona Municipal Code is hereby amended by the addition of new Title 21 Impact Fees thereto.

Section 2. New Chapter 21.10 AMC Adopted. The Algona Municipal Code is hereby amended by the adoption of a new Chapter 21.10 Transportation Impact Fees thereto, to provide in its entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THIS ____ DAY
OF SEPTEMBER 2024.**

Troy Linnell, Mayor

ATTEST:

Dana Parker, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.: XXXX-XX
Date of Publication:

Exhibit A

**CHAPTER 21.10
TRANSPORTATION IMPACT FEES**

Sections:

- 21.10.010 Purpose.
- 21.10.020 Authority.
- 21.10.030 Definitions.
- 21.10.040 Applicability.
- 21.10.050 Exemptions.
- 21.10.060 Credits.
- 21.10.070 Transportation service area.
- 21.10.080 Appeals.
- 21.10.090 Transportation impact fee fund—Expenditure and encumbrance.
- 21.10.100 Use of funds.
- 21.10.110 Time of payment.
- 21.10.120 Refunds.
- 21.10.130 Calculation of impact fees; fee schedule.
- 21.10.135 Independent fee calculations.
- 21.10.140 Review.
- 21.10.150 Impact mitigation authority preserved.
- 21.10.160 Transportation impact fee fund.

21.10.010 Purpose.

A. The purpose of this chapter is to establish and implement a transportation impact fee program to ensure that new land use development within the city funds a proportionate share of the costs for transportation facilities needed to serve such new development. Without limitation of the foregoing, the purpose of this chapter is to:

1. Develop a program consistent with the city’s comprehensive plan, the six-year transportation program, and the capital improvement program, for joint public and private financing of transportation improvements necessitated in whole or in part by development within the City of Algona;

2. Ensure adequate levels of transportation and traffic service consistent with the level of service identified in the comprehensive plan;

3. Create a mechanism to charge and collect fees to ensure that new development bears its proportionate share of the capital costs of transportation facilities necessitated by new development;

4. Ensure that the impact fees imposed under this chapter represent part, but not all, of the city’s financing strategy for transportation improvements, and that the city’s financing

strategy provides for an appropriate balance between impacts fees and other sources of public funds; and

5. Ensure the fair calculation, assessment, collection, and administration of such transportation impact fees.

C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interests of the public health, safety and welfare. Without limitation of the foregoing, the provisions of this chapter shall be construed and administered in a manner consistent with applicable state and federal law, including without limitation Chapter 82.02 RCW.

21.10.020 Authority.

This chapter is adopted pursuant to applicable state law, including without limitation Chapters 36.70A and 82.02 RCW.

21.10.030 Definitions.

A. The following definitions shall apply for purposes of this chapter:

1. "Applicant" means a person or entity that has submitted a written application to the city for a building permit.

2. "Building permit" means the city's written authorization to commence development activity, as further defined by Title 15 AMC.

3. "City" means the city of Algona, Washington.

4. "City engineer" means the Algona city engineer or his/her designee.

5. "Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

6. "Development activity" means any construction of a new building or structure; or expansion of an existing building, structure, or use; or any substantial change in use of a building or structure, that generates at least one p.m. peak hour trip of additional demand on and/or need for transportation facilities.

7. "Impact fee" means a payment of money imposed by the city upon a building permit or other approval in order to fund system improvements needed to serve new growth and development, that is reasonably related to the new development that creates additional demand and need for transportation facilities, that is a proportionate share of the cost of the transportation facilities, and that is used for transportation facilities that reasonably benefit the new development.

8. "Low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size, for King County, as reported by the United States department of housing and urban development.

9. "AMC" means the Algona Municipal Code.

10. "Owner" means the owner of record of real property; provided, that when real property is purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

11. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project, that are necessary for the use and convenience of the occupants or users of the project, and that are not system improvements. No improvement or facility included in the city's adopted capital facilities plan shall be considered a project improvement.

12. "Proportionate share" means that portion of the cost of transportation facility improvements that is reasonably related to the service demands, impacts, and needs of new development.

13. "Public facilities" means transportation facilities that are owned or operated by the city.

14. "SEPA" means the State Environmental Policy Act, Chapters 43.21C RCW.

15. "Substantial change in use" means a change in the use of a building or structure necessitating or otherwise involving issuance of a building permit for improvements, the value of which exceeds fifty percent of the assessed value of the existing building or structure.

16. "System improvements" means transportation facilities that are included in the city's capital facilities plan and that are designed to provide service to the community at large, in contrast to project improvements.

17. "Transportation facilities" means public streets and roads, including all publicly owned streets, roads, alleys, and rights-of-way within the city, and all traffic control devices, curbs, gutters, sidewalks, facilities, and improvements directly associated therewith.

18. "Transportation Impact Fee Study" means the Final Report prepared for the city by FCS Group dated September 19, 2024, and entitled "Transportation Impact Fee Study—Final Report." A copy of the Transportation Impact Fee Study shall be maintained at Algona city hall and made available for public inspection and copying upon request.

B. The city engineer is authorized to interpret and resolve questions regarding the definitions set forth in this section.

21.10.040 Applicability.

Unless otherwise exempt from the provisions of this chapter, all applicants seeking approval of development activity within the city shall pay transportation impact fees at the time of building permit issuance in the amount and manner set forth in this chapter.

21.10.050 Exemptions.

A. Construction, reconstruction, or remodeling of the facilities identified in this section shall be exempt from the payment of eighty percent of the transportation impact fees under this chapter in accordance with RCW 82.02.060 and shall be exempt, on a first-come, first-serve basis, from the additional twenty percent of the transportation impact fees under this chapter to the extent provided for in the annual budget of the city of Algona in effect at the time of building permit application.

The granting of an exemption is subject to the recording of a covenant or recorded declaration of restrictions, in a form provided by the city and approved by the city attorney, and compliant with RCW 82.02.060, precluding the use of the property for other than the exempt purpose; provided, that if the property is used for a nonexempt purpose, then the transportation impact fees then in effect shall immediately become due and payable. The covenant or recorded declaration shall be an obligation that runs with the land, and shall be recorded against the title of the real property upon which such housing is located in the real property records of King County.

B. Except as provided below, the following shall be exempt from the payment of impact fees under this chapter:

- 1. Replacement of an existing single-family residential structure with a new single-family residential structure upon the same site or lot when such replacement occurs within five years of the demolition or destruction of the existing structure;
- 2. Replacement of an existing non-single-family residential structure with a new non-single-family residential structure of the same size or less and use at the same site or lot when (a) such replacement occurs within five years of the demolition or destruction of the existing structure and (b) the new non-single-family residential structure creates no obligation to pay impact fees as calculated under the change in use provision of AMC 21.10.130(D) as now or hereafter amended;
- 3. Condominium projects in which existing dwelling units are converted into condominium ownership where no new dwelling units are created; and
- 4. Previous mitigation, where the development activity is exempt from the payment of an impact fee pursuant to RCW 82.02.100, due to mitigation of the same system improvement under SEPA.

C. The city engineer is authorized to determine the applicability of any exemption to a particular development activity. All such determinations by the city engineer shall be in writing and shall be subject to appeal pursuant to AMC 21.10.080.

21.10.060 Credits.

A. An applicant may request a credit against the amount of impact fees otherwise applicable to a development activity for the total value of dedicated land, improvements, or construction provided by the applicant as a condition of development approval. Credits will apply only if and to the extent that the land dedicated, improvements provided, and/or facilities constructed are:

- 1. For transportation facilities constituting system improvements that are funded in whole or in part by impact fees; and
- 2. Located at suitable sites and constructed at an acceptable quality level as reasonably determined by the city.

B. The city engineer shall determine if a request for credits satisfies the criteria contained in subsection (A) of this section.

C. The value of credits for structures, facilities or other improvements shall be established by documentation provided to the city engineer by the applicant.

D. The value of a credit for land, including but not limited to right-of-way and easements, shall be determined on a case-by-case basis by an appraiser selected by, or acceptable to, the city engineer.

E. The cost of any appraisal under this section shall in the city's discretion either be (1) borne exclusively by the applicant, or (2) deducted from the otherwise-applicable impact fee credit.

F. After receiving the appraisal and/or improvement cost documentation from the applicant, the city engineer shall provide the applicant with a written statement setting forth the dollar amount of the credit, the basis for the credit, the legal description of any dedicated real property, and a description of the development activity to which the credit shall be applied. The applicant shall sign and date a duplicate copy of said statement indicating his/her consent to the terms thereof, and shall return the signed document to the city engineer prior to application of the impact fee credit. The applicant's failure to sign, date, and return said statement within sixty calendar days may nullify the credit.

G. No credit shall be given for dedications for, contributions toward or construction of project improvements.

H. If the amount of the credit is less than the calculated fee amount, the difference remaining shall be chargeable as an impact fee and paid at the time of application for the building permit. In the event the amount of the credit is calculated to be greater than the amount of the impact fee due, the applicant shall forfeit such excess credit.

I. In the event that the city adopts impact fees that are less than the amount determined in the rate study, and provided that the amount of the reduction is achieved by a discount or similar policy determination to reduce the fee without revising the underlying studies, data, or assumptions, then credits shall be given only in an amount by which the value of the credit exceeds the value of the discount used to adopt the impact fees.

J. Any request for a credit must be submitted in writing to the city engineer within sixty calendar days of the city's receipt of the building permit application for the underlying development activity. An applicant's failure to timely file a request by said deadline shall conclusively waive the applicant's entitlement to any such credit.

K. Determinations made by the city engineer pursuant to this section shall be subject to appeal pursuant to AMC 21.10.080.

21.10.070 Transportation service area.

The boundaries within which transportation impact fees shall be imposed, collected and expended pursuant to this chapter are coextensive with the city's corporate limits and shall include all areas annexed to the city on and after the effective date of the ordinance codified in this chapter. For purposes of this chapter, the entire city shall be considered a single transportation service area.

21.10.080 Appeals.

A. Payment Under Protest. An applicant may pay the impact fees imposed by this chapter under protest in order to obtain a building permit. No appeal shall be permitted unless and until the impact fees at issue have been fully remitted to the city.

B. Standing. Only the applicant for the proposed development activity shall have standing to file an appeal under this section.

C. Request for Review. An applicant seeking to appeal the imposition, allowed credit against, or amount of impact fees pursuant to this chapter shall first file a request for review with the city engineer.

1. The request for review shall be submitted to the city engineer using a form provided by the city. The request for review shall be filed within twenty-one calendar days of payment of the impact fees at issue. Failure to timely file such a request shall conclusively waive the applicant's appeal.

2. No administrative fee will be imposed for the request for review by the city engineer.

3. The city engineer shall issue his/her determination in writing regarding a request for review within thirty calendar days after receiving the request for review.

D. Determinations of the city engineer pursuant to subsection (C) of this section may be appealed by the applicant to the hearing examiner. All appeals of a city engineer determination shall proceed as follows:

1. Within fourteen calendar days of the city engineer's determination, the applicant shall file a written notice of appeal with the city clerk. Failure to timely file such notice of appeal shall conclusively waive the applicant's appeal. The notice of appeal shall be signed by the applicant, shall include a copy of the city engineer determination challenged by the applicant, and shall contain the following information:

- a. The applicant's name and address;
- b. A description of the development activity at issue;
- c. The amount of impact fees imposed by the city upon the development activity; and
- d. A brief explanation as to why the applicant believes the city engineer's determination was erroneous.

2. The city clerk shall transmit the notice of appeal to the hearing examiner, together with all documents constituting the record for the city engineer's determination.

3. The hearing examiner shall schedule a hearing to be conducted within sixty calendar days of the city clerk's receipt of the notice of appeal. Prior to the hearing date, the applicant and the city may submit evidence and/or briefing pursuant to a schedule issued by the hearing examiner.

4. Within ten working days after the close of the hearing, the hearing examiner shall enter written findings, conclusions, and a final decision with respect to the appeal. The hearing examiner may affirm, reverse, modify or remand, in whole or in part, the city engineer's determination; provided, that the hearing examiner shall affirm the city engineer's determination unless the applicant demonstrates that said determination is clearly erroneous; and provided further, that, pursuant to RCW 82.02.070, the hearing examiner may modify the impact fee amount based upon principles of fairness.

5. The decision of the hearing examiner shall be final unless judicially appealed in accordance with Chapter 36.70C RCW, the Land Use Petition Act, as applicable.

21.10.090 Transportation impact fee fund—Expenditure and encumbrance.

A. Impact fees collected pursuant to this chapter shall be deposited in a transportation impact fee fund and shall be earmarked and utilized exclusively for system improvements.

B. Impact fees shall be expended or encumbered within ten years of receipt, unless the city council identifies in written findings extraordinary and compelling reasons for the city to hold the fees beyond the ten-year period. Under such circumstances, the city council shall establish the period of time within which the impact fees shall be expended or encumbered.

21.10.100 Use of funds.

A. Impact fees collected pursuant to this chapter:

1. Shall be used for existing and new system improvements that will reasonably benefit new development;

2. Shall not be used to make up for preexisting system improvement deficiencies that do not benefit new development; and

3. Shall not be used for maintenance or operation of system improvements.

B. Impact fees shall be used for system improvements in conformance with the capital facilities element of the comprehensive plan, including, but not limited to, planning, land acquisition, right-of-way acquisition, site improvements, necessary and related off-site improvements, construction, engineering, architectural, permitting, financing, and administrative expenses, applicable impact fees or mitigation costs, and other associated expenses capable of capitalization, to the extent consistent with Chapter 82.02 RCW.

C. Impact fees may be used to recoup system improvement costs previously incurred by the city to the extent that new growth and development will be served by the previously constructed improvements or incurred costs.

D. In the event that bonds or similar debt instruments are or have been issued for the advanced provision of system improvements for which impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent permissible under state law and to the extent that the system improvements provided are consistent with the requirements of this section and serve new growth or development.

21.10.110 Time of payment.

A. Except as provided for in subsection (B) of this section, impact fees shall be calculated and assessed for each development activity at the time of building permit issuance for each unit within the development, pursuant to the impact fee rates then in effect; provided, that if no building permit is required for the development activity in question, impact fees shall be calculated and assessed for each development activity at the time an occupancy permit or other permit authorizing the underlying use is issued.

B. Deferral of Impact Fee Payment.

1. For single-family detached or attached single-family residential dwelling units only, impact fee payments may be deferred to final inspection or up to eighteen months from the date of issuance of the building permit, whichever occurs first. Deferral shall only be allowed when, prior to issuance of the building permit, the applicant:

a. Submits a deferred impact fee application form for the property which the applicant is requesting deferral of the impact fee payment.

b. Grants and records a deferred impact fee lien against the property in favor of the city in a form as provided by the city and approved by the city attorney. The content, form and procedure for the lien shall also be in accordance with RCW 82.02.050. Recording and release of the deferred impact fee lien shall be at the expense of the applicant.

Applications for an impact fee deferral shall be accompanied by payment of an administrative fee as provided for in the city’s adopted fee resolution.

2. Each applicant for a single-family residential construction permit is entitled to annually receive (per calendar year) deferral for only the first twenty single-family residential construction building permits. For the purposes of this subsection, an “applicant” includes an entity that controls the applicant, is controlled by the applicant, or is under common control with the applicant.

3. The city shall withhold approval of final inspection until the deferred impact fees are paid and collected. For the purposes of this section, “final inspection” shall mean the city’s signed approval of the final inspection for occupancy on the job card.

C. Applicants who have been awarded credits pursuant to AMC 21.10.060 shall, prior to building permit issuance, submit a copy of the statement prepared by the city engineer setting forth the monetary value of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the applicant at the time the building permit is issued for each unit in the proposed development.

D. Except as provided for in subsection (B) of this section, the city shall not issue a building, occupancy or other use permit unless and until the impact fees required pursuant to this chapter have been paid.

21.10.120 Refunds.

A. If the city fails to expend or encumber the impact fees within the time period established pursuant to AMC 21.10.090(B), the current owner of the property for which impact fees have been paid may obtain a refund of such fees. In determining whether impact fees have been expended or encumbered, fees shall be considered expended or encumbered on a first in, first out basis.

B. The city shall notify potential claimants by first class mail, deposited with the United States Postal Service, at the last known address of such claimants. A potential claimant or claimant must be the owner of the property for which the impact fees in question have been paid.

C. Owners seeking a refund of impact fees must submit a written refund request to the city engineer within one year of the date the right to claim the refund arises or the date that notice by the city is provided, whichever is later.

D. Any impact fees for which no application for a refund has been made within this one-year period shall be retained by the city and expended upon appropriate system improvements.

E. Refunds of impact fees under this section shall include any interest earned on the impact fees by the city.

F. When and if the city seeks to terminate any or all components of the impact fee program, all unexpended or unencumbered funds from any terminated component or components, including interest earned, shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the city shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two times and shall notify all potential claimants by first class mail at the last known address of the claimants. All funds available for refund shall be retained for a period of one year. At the end of one year, any remaining funds shall be retained by the city, but must be expended for the appropriate system improvements. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

G. The city shall also refund to the current owner of property for which impact fees have been paid, including interest earned on the impact fees, if the development for which the transportation impact fees were imposed did not occur; however, any associated administrative fee shall not be refunded.

21.10.130 Calculation of impact fees; fee schedule.

A. The transportation impact fee assessed against a development activity shall be based upon the calculation methodology set forth in the Transportation Impact Fee Study. This study includes the list of eligible impact fee projects enumerated in the transportation element of the city's comprehensive plan, a calculation of the share of cost related to new growth and development, the determination of an impact fee rate, and the development of an impact fee schedule.

B. Each applicant for development shall pay its share in accordance with the following fee schedule:

Exception: Permitted accessory dwelling units (as defined in Chapter _____ AMC, Definitions) contained within the structure of the primary dwelling unit or detached from the primary dwelling unit shall be exempt from transportation impact fees.

C. For uses that are not identified in the fees established by subsection (B) of this section, the city engineer shall calculate the impact fee amount using the methodology employed in the Transportation Impact Fee Study based upon the most similar and analogous use.

D. For a substantial change in use of an existing building or dwelling unit, the impact fee shall be the applicable impact fee for the land use category of the new use, less the impact fee under the current rate schedule of the prior use.

E. The city engineer may in his/her sole discretion adjust the standard impact fee at the time the fee is imposed in consideration of unusual circumstances, in specific cases, to ensure that impact fees are imposed fairly.

F. Determinations made by the city engineer pursuant to this section may be appealed to the office of the hearing examiner as set forth in AMC 21.10.080.

21.10.135 Independent fee calculations.

A. City-Initiated Independent Fee Calculations. If, in the judgment of the city engineer, the fee calculation methodology set forth in AMC 21.10.130 does not accurately or fairly describe or capture the impacts of a development activity upon the city’s transportation system, the city engineer may conduct an independent fee calculation and may impose an alternative fee amount based upon that calculation. The alternative fee and calculation shall be set forth in writing and shall be mailed to the permit applicant.

B. Applicant-Initiated Independent Fee Calculations. If an applicant believes that the impact fee amounts set forth in AMC 21.10.130 do not accurately or fairly describe or capture the impacts of a development activity upon the city’s transportation system, the applicant may prepare and submit to the city engineer an independent fee calculation for the development activity at issue.

The city engineer shall consider the independent fee calculation submitted by the applicant, but is not required to accept such documentation or analysis which the city engineer reasonably deems to be inaccurate or unreliable, and may, alternatively, require the applicant to submit additional or different documentation for consideration. The city engineer is authorized, but in no manner obligated, to adjust the impact fee on a case-by-case basis based upon an independent fee calculation, specific characteristics of the development, and/or the demonstrated impact of the development upon the city’s transportation system. Any alternative fee calculation approved by the city engineer shall be set forth in writing and mailed to the applicant.

C. Determinations made by the city engineer pursuant to this section may be appealed to the hearing examiner as set forth in AMC 21.10.080.

21.10.140 Review.

A. The fee calculations set forth in AMC 21.10.130 and fee rates established under this chapter may periodically be reviewed and adjusted by the city council.

B. The cost of administering the impact fee program for traffic impact fees shall be reimbursed through the imposition of administrative fees as set by council ordinance or resolution. The ordinance or resolution may set separate charges for different review

processes specified in this chapter, including but not limited to the imposition of an impact fee, a request for modification of an impact fee, a request for a credit and an appeal of a determination made pursuant to this chapter. The administrative fee shall be deposited into an administrative fee account within the transportation impact fee fund.

C. The administrative fee, in addition to the actual impact fees, shall be paid by the applicant to the city at the same time as the impact fee is paid or at the time a request for an impact fee review or appeal is filed, if a request thereof occurs after payment of the impact fee. No request for review pursuant to this chapter shall be processed until the applicable administrative fee has been paid.

21.10.150 Impact mitigation authority preserved.

Nothing in this chapter shall preclude the city from requiring the mitigation of adverse impacts with respect to a particular development activity pursuant to applicable state and local regulations, including without limitation SEPA and/or Chapter 58.17 RCW.

21.10.160 Transportation impact fee fund.

A. There is hereby established the transportation impact fee fund as a repository for the transportation impact fees collected pursuant to this chapter. Interest earned on the fees shall be allocated to the transportation impact fee fund and expended in furtherance of the purposes for which the impact fees were collected.

B. The city finance department, in conjunction with the director, shall prepare an annual report to the city council showing the source and amount of all monies collected, earned, or received and the fund balance, and the system improvements which were financed in whole or in part by impact fees. The report may be part of an existing annual report or may be a separate report.

21.10.170 Relationship to SEPA.

A. Nothing in this chapter shall be construed as excusing compliance with environmental review pursuant to SEPA, as applicable, and other applicable City ordinances and regulations.

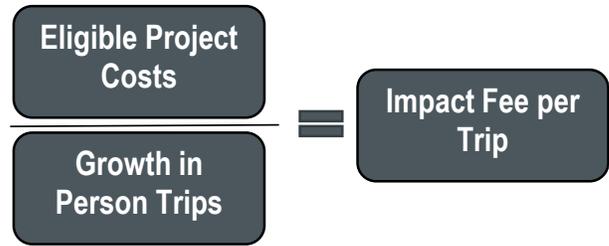
B. An applicant required to pay a fee pursuant to RCW 43.21C.060 for system improvements shall not be required to pay an impact fee under this chapter for those same system improvements.

C. Further mitigation in addition to the impact fee may be required for identified adverse impacts, appropriate for mitigation pursuant to SEPA, that are not mitigated by an impact fee.

D. Nothing in this chapter shall be construed to limit the City’s authority to deny development permits when a proposal would result in significant adverse traffic impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact.

**City of Algona
TIF Study 2023
TIF Calculation**

Eligible Project Costs	\$ 4,680,000
Growth in Person Trips	272
TIF per Trip	3,300



**City of Algona
TIF Study 2023
Trip Generation**

RCW 82.02.060

The schedule shall be based upon a formula or other method of calculating such impact fees. The schedule shall reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionally lower impact fee for smaller housing units.

	ITE Code	Unit of Measure	PM Peak Hour Adjacent		Pass-by Trip	New PM Peak Hour	Person Trip		Transportation TIF
			Street Vehicle Trip Ends	Trips	Reduction Factor	Vehicle Trip Ends	Conversion Factor	New PM Peak Hour Person Trip Ends	
Park-and-Ride Lot with Bus or Light Rail Service	90	Parking Spaces	0.49		1.00	0.49	3.08	1.51	\$4,983
General Light Industrial	110	1,000 SFGFA	0.65		1.00	0.65	1.58	1.03	\$3,397
Industrial Park	130	1,000 SFGFA	0.34		1.00	0.34	1.58	0.54	\$1,777
Manufacturing	140	1,000 SFGFA	0.74		1.00	0.74	1.58	1.17	\$3,868
Warehousing	150	1,000 SFGFA	0.18		1.00	0.18	1.58	0.29	\$941
Mini-Warehouse	151	1,000 SFGFA	0.15		1.00	0.15	1.58	0.24	\$784
High-Cube Transload and Short-Term Storage Warehouse	154	1,000 SFGFA	0.10		1.00	0.10	1.58	0.16	\$523
High-Cube Fulfillment Center Warehouse - Non-Sort	155	1,000 SFGFA	0.16		1.00	0.16	1.58	0.25	\$836
High-Cube Parcel Hub Warehouse	156	1,000 SFGFA	0.64		1.00	0.64	1.58	1.01	\$3,345
High-Cube Cold Storage Warehouse	157	1,000 SFGFA	0.12		1.00	0.12	1.58	0.19	\$627
Utility	170	1,000 SFGFA	2.16		1.00	2.16	1.58	3.42	\$11,290
Specialty Trade Contractor	180	1,000 SFGFA	1.93		1.00	1.93	1.58	3.06	\$10,088
Marijuana Cultivation and Processing Facility	190	1,000 SFGFA	0.64		1.00	0.64	1.58	1.01	\$3,345
Single-Family Detached Housing	210	Dwelling Units	0.94		1.00	0.94	1.58	1.49	\$4,913
Single-Family Attached Housing	215	Dwelling Units	0.57		1.00	0.57	1.58	0.90	\$2,979
Multifamily Housing (Low-Rise, not close to rail transit)	220	Dwelling Units	0.51		1.00	0.51	1.06	0.54	\$1,782
Multifamily Housing (Mid-Rise, not close to rail transit)	221	Dwelling Units	0.39		1.00	0.39	1.58	0.62	\$2,038
Multifamily Housing (High-Rise)	222	Dwelling Units	0.32		1.00	0.32	1.58	0.51	\$1,673
Affordable Housing	223	Dwelling Units	0.46		1.00	0.46	1.58	0.73	\$2,404
Residential Townhome/Plex	230	Dwelling Units	0.36		1.00	0.36	5.28	1.90	\$6,270
Mobile Home Park	240	Dwelling Units	0.58		1.00	0.58	1.58	0.92	\$3,032
Senior Adult Housing - Detached	251	Dwelling Units	0.30		1.00	0.30	1.58	0.48	\$1,568
Senior Adult Housing - Attached	252	Dwelling Units	0.25		1.00	0.25	1.58	0.40	\$1,307
Congregate Care Facility	253	Dwelling Units	0.18		1.00	0.18	2.44	0.44	\$1,452
Assisted Living	254	1,000 SFGFA	0.48		1.00	0.48	1.58	0.76	\$2,509
Continuing Care Retirement	255	Units	0.19		1.00	0.19	1.58	0.30	\$993
Recreational Homes	260	Dwelling Units	0.29		1.00	0.29	1.58	0.46	\$1,516
Timeshare	265	Dwelling Units	0.63		1.00	0.63	1.58	1.00	\$3,293
Residential Planned Unit Development	270	Dwelling Units	0.69		1.00	0.69	1.58	1.09	\$3,606
Hotel	310	Rooms	0.59		1.00	0.59	1.58	0.93	\$3,084
Motel	320	Rooms	0.36		1.00	0.36	1.58	0.57	\$1,882
Campground/Recreational Vehicle Park	416	Acres	0.48		1.00	0.48	1.58	0.76	\$2,509
Golf Course	430	Acres	0.28		1.00	0.28	1.58	0.44	\$1,463
Multipurpose Recreational Facility	435	1,000 SFGFA	3.58		1.00	3.58	1.58	5.67	\$18,712

Multiplex Movie Theater	445	1,000 SFGFA	6.17	1.00	6.17	1.58	9.77	\$32,249
Ice Skating Rink	465	1,000 SFGFA	0.17	1.00	0.17	1.58	0.27	\$889
Amusement Park	480	Acres	3.95	1.00	3.95	1.58	6.26	\$20,646
Soccer Complex	488	Fields	16.43	1.00	16.43	1.58	26.02	\$85,876
Health/Fitness Club	492	1,000 SFGFA	3.45	1.00	3.45	1.58	5.46	\$18,032
Recreational Community Center	495	1,000 SFGFA	2.50	1.00	2.50	1.40	3.49	\$11,517
Elementary School	520	Students	0.16	1.00	0.16	1.58	0.25	\$836
Middle School/Junior High School	522	Students	0.15	1.00	0.15	1.58	0.24	\$784
High School	525	Students	0.14	1.00	0.14	1.58	0.22	\$732
Junior/Community College	540	Students	0.11	1.00	0.11	1.58	0.17	\$575
Church	560	1,000 SFGFA	0.49	1.00	0.49	1.58	0.78	\$2,561
Day Care Center	565	1,000 SFGFA	11.12	0.56	6.23	1.58	9.86	\$32,548
Prison	571	Beds	0.08	1.00	0.08	1.58	0.13	\$418
Fire and Rescue Station	575	1,000 SFGFA	0.48	1.00	0.48	1.58	0.76	\$2,509
Library	590	1,000 SFGFA	8.16	1.00	8.16	1.58	12.92	\$42,651
Hospital	610	1,000 SFGFA	0.86	1.00	0.86	1.58	1.36	\$4,495
Nursing Home	620	1,000 SFGFA	0.59	1.00	0.59	1.58	0.93	\$3,084
Clinic	630	1,000 SFGFA	3.69	1.00	3.69	2.21	8.15	\$26,895
Animal Hospital/Veterinary Clinic	640	1,000 SFGFA	3.53	1.00	3.53	1.58	5.59	\$18,451
General Office Building	710	1,000 SFGFA	1.44	1.00	1.44	1.04	1.50	\$4,950
Small Office Building	712	1,000 SFGFA	2.16	1.00	2.16	1.58	3.42	\$11,290
Single Tenant Office Building	715	1,000 SFGFA	1.76	1.00	1.76	1.58	2.79	\$9,199
Medical-Dental Office Building	720	1,000 SFGFA	3.93	1.00	3.93	1.58	6.22	\$20,541
Government Office Building	730	1,000 SFGFA	1.71	1.00	1.71	1.58	2.71	\$8,938
State Motor Vehicles Dept.	731	1,000 SFGFA	5.20	1.00	5.20	1.58	8.24	\$27,179
United States Post Office	732	1,000 SFGFA	11.21	1.00	11.21	1.58	17.76	\$58,592
Office Park	750	1,000 SFGFA	1.30	1.00	1.30	1.58	2.06	\$6,795
Research and Development Center	760	1,000 SFGFA	0.98	1.00	0.98	0.53	0.52	\$1,716
Business Park	770	1,000 SFGFA	1.22	1.00	1.22	1.58	1.93	\$6,377
Tractor Supply Store	810	1,000 SFGFA	1.40	1.00	1.40	1.58	2.22	\$7,317
Construction Equipment Rental Store	811	1,000 SFGFA	0.99	1.00	0.99	1.58	1.57	\$5,175
Building Materials and Lumber Store	812	1,000 SFGFA	2.25	1.00	2.25	1.58	3.56	\$11,760
Free-Standing Discount Superstore	813	1,000 SFGFA	4.33	0.71	3.07	1.58	4.87	\$16,069
Variety Store	814	1,000 SFGFA	6.70	0.66	4.42	2.19	9.68	\$31,929
Free-Standing Discount Store	815	1,000 SFGFA	4.86	0.80	3.89	1.58	6.16	\$20,322
Hardware/Paint Store	816	1,000 SFGFA	2.98	0.74	2.21	1.58	3.49	\$11,526
Nursery (Garden Center)	817	1,000 SFGFA	6.94	1.00	6.94	1.58	10.99	\$36,274
Nursery (Wholesale)	818	1,000 SFGFA	5.24	1.00	5.24	1.58	8.30	\$27,388
Shopping Center	820	1,000 SFGLA	3.40	0.78	2.65	1.58	4.20	\$13,861
Factory Outlet Center	823	1,000 SFGFA	2.29	1.00	2.29	1.58	3.63	\$11,969
Automobile Sales (New)	840	1,000 SFGFA	2.42	1.00	2.42	2.12	5.13	\$16,929
Automobile Sales (Used)	841	1,000 SFGFA	3.75	1.00	3.75	1.58	5.94	\$19,600
Recreational Vehicle Sales	842	1,000 SFGFA	0.77	1.00	0.77	1.58	1.22	\$4,025
Automobile Parts Sales	843	1,000 SFGFA	4.90	0.57	2.79	0.29	0.82	\$2,709
Tire Store	848	1,000 SFGFA	3.75	0.75	2.81	1.58	4.45	\$14,700

Tire Superstore	849	1,000 SFGFA	2.11	1.00	2.11	1.58	3.34	\$11,029
Supermarket	850	1,000 SFGFA	8.95	0.76	6.80	1.56	10.61	\$35,012
Convenience Market	851	1,000 SFGFA	49.11	0.49	24.06	1.58	38.11	\$125,777
Discount Club	857	1,000 SFGFA	4.19	0.66	2.77	1.58	4.38	\$14,454
Wholesale Market	860	1,000 SFGFA	1.76	1.00	1.76	1.58	2.79	\$9,199
Sporting Goods Superstore	861	1,000 SFGFA	2.14	1.00	2.14	1.41	3.01	\$9,933
Home Improvement Superstore	862	1,000 SFGFA	2.29	0.58	1.33	1.65	2.19	\$7,235
Electronics Superstore	863	1,000 SFGFA	4.25	0.60	2.55	1.58	4.04	\$13,328
Toy/Children's Superstore	864	1,000 SFGFA	5.00	1.00	5.00	1.58	7.92	\$26,134
Baby Superstore	865	1,000 SFGFA	1.82	1.00	1.82	1.58	2.88	\$9,513
Pet Supply Superstore	866	1,000 SFGFA	3.55	1.00	3.55	1.58	5.62	\$18,555
Office Supply Superstore	867	1,000 SFGFA	2.77	1.00	2.77	1.58	4.39	\$14,478
Book Superstore	868	1,000 SFGFA	15.83	1.00	15.83	1.58	25.07	\$82,740
Discount Home Furnishing Superstore	869	1,000 SFGFA	1.57	1.00	1.57	1.58	2.49	\$8,206
Bed and Linen Superstore	872	1,000 SFGFA	2.22	1.00	2.22	1.58	3.52	\$11,603
Department Store	875	1,000 SFGFA	1.95	1.00	1.95	1.58	3.09	\$10,192
Apparel Store	876	1,000 SFGFA	4.12	1.00	4.12	1.58	6.53	\$21,534
Arts and Crafts Store	879	1,000 SFGFA	6.21	1.00	6.21	1.58	9.84	\$32,458
Pharmacy/Drugstore without Drive-Through Window	880	1,000 SFGFA	8.51	0.47	4.00	1.58	6.34	\$20,906
Pharmacy/Drugstore with Drive-Through Window	881	1,000 SFGFA	10.25	0.51	5.23	1.58	8.28	\$27,323
Marijuana Dispensary	882	1,000 SFGFA	18.92	1.00	18.92	1.58	29.97	\$98,891
Furniture Store	890	1,000 SFGFA	0.52	0.47	0.24	1.58	0.39	\$1,277
Medical Equipment Store	897	1,000 SFGFA	1.24	1.00	1.24	1.58	1.96	\$6,481
Liquor Store	899	1,000 SFGFA	16.62	1.00	16.62	1.75	29.16	\$96,228
Walk-in Bank	911	1,000 SFGFA	12.13	1.00	12.13	1.58	19.21	\$63,401
Drive-in Bank	912	1,000 SFGFA	21.01	0.65	13.66	0.40	5.53	\$18,233
Hair Salon	918	1,000 SFGFA	1.45	1.00	1.45	1.58	2.30	\$7,579
Copy, Print, and Express Ship Store	920	1,000 SFGFA	7.42	1.00	7.42	1.58	11.75	\$38,783
Food Cart Pod	926	Food Carts	6.16	1.00	6.16	1.58	9.76	\$32,197
Fast Casual Restaurant	930	1,000 SFGFA	12.55	1.00	12.55	1.58	19.88	\$65,596
Quality Restaurant	931	1,000 SFGFA	7.80	0.56	4.37	1.58	6.92	\$22,831
High-Turnover (Sit-Down) Restaurant	932	1,000 SFGFA	9.05	0.57	5.16	2.02	10.42	\$34,385
Fast-Food Restaurant without Drive-Through Window	933	1,000 SFGFA	33.21	1.00	33.21	1.58	52.60	\$173,581
Fast-Food Restaurant with Drive-Through Window	934	1,000 SFGFA	33.03	0.45	14.86	2.11	31.34	\$103,415
Fast-Food Restaurant with Drive-Through Window and No In	935	1,000 SFGFA	59.50	0.69	41.06	1.58	65.03	\$214,586
Coffee/Donut Shop without Drive-Through Window	936	1,000 SFGFA	32.29	1.00	32.29	1.58	51.14	\$168,773
Coffee/Donut Shop with Drive-Through Window	937	1,000 SFGFA	38.99	1.00	38.99	0.77	29.97	\$98,901
Coffee/Donut Shop with Drive-Through Window and No In	938	1,000 SFGFA	15.08	0.02	0.30	1.58	0.48	\$1,576
Quick Lubrication Vehicle Shop	941	1,000 SFGFA	8.70	1.00	8.70	1.58	13.78	\$45,473
Automobile Care Center	942	1,000 SFGFA	3.11	1.00	3.11	1.58	4.93	\$16,255
Automobile Parts and Service Center	943	1,000 SFGFA	2.06	1.00	2.06	1.58	3.26	\$10,767
Gasoline/Service Station	944	Vehicle Fueling Po	13.91	0.37	5.15	1.58	8.15	\$26,901
Convenience Store/Gas Station	945	Vehicle Fueling Po	18.42	0.44	8.10	1.58	12.84	\$42,362
Self-Service Car Wash	947	Wash Stalls	5.54	1.00	5.54	1.58	8.77	\$28,956
Automated Car Wash	948	Car Wash Tunnels	77.50	1.00	77.50	1.58	122.75	\$405,076

Car Wash and Detail Center	949	Wash Stalls	13.60	1.00	13.60	1.58	21.54	\$71,084
Truck Stop	950	Vehicle Fueling Po	15.42	1.00	15.42	1.58	24.42	\$80,597
Winery	970	1,000 SFGFA	7.31	1.00	7.31	1.58	11.58	\$38,208
Brewery Tap Room	971	1,000 SFGFA	9.83	1.00	9.83	1.58	15.57	\$51,379
Drinking Place	975	1,000 SFGFA	11.36	1.00	11.36	1.58	17.99	\$59,376

Source: ITE, Trip Generation Manual, 11th edition; Abbreviations: ITE = Institute of Transportation Engineers.



CITY COUNCIL

AGENDA BILL # AB24-0150

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Resolution 1286-24, WM Solid Waste Services Contract Amendment and Extension	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator	X	X
	City Attorney		X
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline: 1 st review – ongoing	Planning Commission		
2 nd review – 10/21/24	Civil Service Committee		
3 rd review – 10/28/24			

Staff Contact: Jessica Griess, City Administrator
Attachments: Resolution 1286-24; Fourth Amendment to the Contract for Solid Waste Services; WM Solid Waste Services Contract Amendment and Extension Presentation

SUMMARY STATEMENT:

The City’s current 10-year solid waste collection contract with WM expires on October 31, 2026, but allows for up to two two-year extensions by mutual agreement. Upon Council direction at the March 22, 2204 meeting, City staff and the City’s consultant, Bin There Consulting, worked with WM to negotiate additional contract features in conjunction with the extension at no additional cost above the contract-allowed annual adjustments. Updates were provided to Council during workshops on July 8, 2024 and September 23, 2024.

- Thorough review of the contract was performed to determine contract requirements that did not align with current operations. Five items will be corrected in the proposed amendment:
- Residential collection hours will be changed from starting at 6 AM to 7 AM in the contract to align with current operations.
 - Compostable service will be changed from biweekly collection to every-other-week collection in the contract to align with the current service schedule.
 - Correct the CPI series index to match the description for the annual service component adjustment.
 - Call center operations have been updated from all calls needing to be answered by a live agent to allowing for the current system of customers navigating through an automated phone system prior to reaching a live agent.
 - The City Hall address has been updated for which contract notices should be sent.

- WM also agreed to seven contract enhancements at no additional cost. These enhancements will be effective upon Council approval of the amendment:
- Increase senior discount from 10% to 25% to match City code.
 - No extra charges to customers whose cart lids are open less than 6".
 - Clarification and enhancements to inclement weather policies. The current recovery collection remains with collection of double material on the next service day which means two weeks later for recyclables and compostables. However, the City has the option of requesting recyclables to be collected instead of compostables the following week, and can request drop-boxes to collect recycling or yard debris.

ITEM INFORMATION

SUMMARY STATEMENT CONTINUED:

- Move the annual rate adjustment period for CPI increases from November 1 to January 1 to align with the King County disposal increases, so there is only one rate increase to customers each year. There will be a one-time additional 16.67% increase of the CPI component to make up for the two-month shift.
- Annual service mailers will be sent to MF/commercial customers instead of just residential customers, and all annual service mailers will include rates.
- Increase reporting frequency on customer complaints, missed pick-ups, missed deliveries from annual to monthly reporting.
- Eliminating the change in disposal component adjustment that was introduced in the last amendment related to the King County disposal increase. This will save residential customers approximately \$0.01 per month.

Attached to this agenda bill is the fourth amendment to the Contract for Solid Waste Services, pending legal review.

COMMITTEE REVIEW AND RECOMMENDATION:

Staff recommends the City Council adopt proposed Resolution authorizing the Mayor to execute the WM Solid Waste Services Contract amendment and 2-year extension.

RECOMMENDED ACTION:

Make a motion to approve Resolution 1286-24.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

**CITY OF ALGONA
WASHINGTON
RESOLUTION NO. 1286-24**

**A RESOLUTION OF THE CITY OF ALGONA, WASHINGTON, AUTHORIZING THE WM
SOLID WASTE SERVICES CONTRACT AMENDMENT AND 2-YEAR EXTENSION**

WHEREAS, the City’s Contract for Solid Waste Services with WM is set to expire on October 31, 2026; and

WHEREAS, the Parties wish to extend the current Contract for two-years; and

WHEREAS, the City and Contractor wish to revise the Contract wording to align with current operations; and

WHEREAS, the Contractor has agreed to provide a variety of early-start contract enhancements at no additional cost.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Council hereby authorizes the Mayor, or his designee, to sign the Fourth Amendment to the Contract for Solid Waste Services with WM in a form substantially similar to that attached hereto as Attachment A.

Section 2. Effective Date. This resolution shall take effect immediately upon passage and shall remain in effect until the content hereof is amended, superseded, or repealed by subsequent action of the City Council.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this ____ day of _____, 2024.

CITY OF ALGONA, WASHINGTON

Troy Linnell, Mayor

(SEAL)
ATTEST:

Dana Parker, City Clerk

FOURTH AMENDMENT TO THE CONTRACT FOR SOLID WASTE SERVICES

This FOURTH AMENDMENT TO THE CONTRACT FOR SOLID WASTE SERVICES (this “Amendment”) is entered into and made as of the ___ day of _____, 2024, by and between the City of Algona, a municipal corporation of the State of Washington (“City”) and Waste Management of Washington, Inc. (“Contractor”). City and Contractor shall each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- WHEREAS, the Parties entered into that certain Contract for Solid Waste Services Between the City of Algona, Washington and Waste Management of Washington, Inc. effective as the Date of Commencement of Service, November 1, 2016; as amended by the Letters of Understanding effective November 1, 2016, July 12, 2017, and July 1, 2019; and Third Amendment dated October 16, 2023 (the “Contract”); and
- WHEREAS, the Parties mutually agree to extend the Contract for two (2) years past the current Contract expiration date of October 31, 2026 as provided for in Section 1.2 of the Contract; and
- WHEREAS, the hours of operation are inconsistent with current operations and the Parties wish to revise Section 2.1.2 of Exhibit C for consistency; and
- WHEREAS, the Contractor’s call center has modernized during the term of the Contract through the use of automated phone answering system guides and self-service options which is inconsistent with the requirements in Section 2.5 of the Contract; and
- WHEREAS, the Parties agree to more frequent reporting requirements in Section 3.1 of the Contract; and
- WHEREAS, the Parties agree to adjusting the criteria for extra charges based upon the amount of the Cart lid opening in Section 5.1.1 of the Contract; and
- WHEREAS, the frequency of Compostables Collection is inconsistent with current operations and the Parties wish to revise Article VII of the Contract to reflect of current Compostables Collection frequency; and
- WHEREAS, the Parties wish to increase the low-income senior discount and extend such discounted rate to qualified disabled residents discount rate in Section 8.1 and Exhibit B of the Contract to be consistent with AMC 8.04.050; and
- WHEREAS, the Parties agree to adjust the date of the annual collection component of the Customer rate to align with the King County disposal component adjustment and correct the discrepancy between the CPI index description and series number in Section 8.1.1 of the Contract; and
- WHEREAS, the Parties agree to distributing the Annual Service Update mailer to all Customers in Section 9.4 of the Contract; and
- WHEREAS, the Parties agree to eliminate the excise tax adjustment from the Annual CCR component adjustment set forth in Exhibit E.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the Parties do hereby agree as follows:

1. The Contract shall be amended by revising sections of the Contract as set forth and attached hereto as Appendix A, Appendix B, and Appendix C.
2. Except as otherwise set forth herein and attached hereto, all other terms and conditions of the Contract shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first set forth above.

WASTE MANAGEMENT OF
WASHINGTON, INC.

CITY OF ALGONA

By: _____

Name: Jason Rose

Its: President

By: _____

Name: Troy Linnell

Its: Mayor

Attested By: _____

Name: Jessica Griess

Its: City Administrator

Approved as to Form:

By: _____

Name: Greg Rubstello

Its: City Attorney

Contract Amendment #4 (2024) – Appendix A

1. Definitions. The definition of “Adjustment Date” shall be amended as follows:

Adjustment Date: The date that occurs annually on ~~November~~ January 1st during this contract.

2. The first sentence of Section 2.1.2 Collection Schedule and Hours of Operation shall be amended as follows:

Collection from Residential Customers shall be between the hours of ~~€~~7:00 a.m. and 6:00 p.m., Monday through Friday.

3. The second paragraph of Section 2.5 Contractor’s Office: Service Line shall be amended as follows:

Contractor shall maintain a local access telephone number or a toll-free number for use as a Customer and City service line. The service line shall be open and available to Customers and the City between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays as recognized by King County Transfer Stations (hereafter, “operational hours”; currently Thanksgiving, Christmas Day, New Year’s Day). ~~The service line must be staffed by as many employees as may be necessary to answer and handle incoming telephone calls. All incoming telephone calls shall be answered promptly and shall be taken by a person, not by voice mail.~~

Customers shall be able to talk directly with a live customer service representative when calling the Contractor’s customer service phone number during office hours after an automated phone answering system guides Customers through available self-service options. If the self-service options do not resolve or address a Customer’s issue, the Customer will be transferred to a live Customer Service representative no later than two (2) minutes from the time the Customer is placed in queue to speak with a Customer Service representative. Self-service options shall be available to Customers twenty-four hours per day, seven days per week (24/7) through an automated phone answering system and the Contractor’s website.

Contractor shall provide multilingual support to non-English speaking Customers. Contractor shall keep a service log of all complaints. Contractor shall provide a copy of the complaint log in an electronic format to the City ~~upon request~~ as part of monthly program reports pursuant to Section 3.1.2. For non-operational hours, Contractor shall provide an automated voice mail service or phone answering system.

4. Contract Section 2.10.1 Disruption of Collection Due to Weather and/or Road Conditions shall be amended as follows:

When weather conditions are such that continued operation of Contractor’s equipment would result in danger to the Contractor’s staff, area residents, or property, or when road conditions such as flooding or weight restrictions affect road use, Contractor shall collect only in areas that do not pose a danger to residents and Contractor employees and equipment, or are not subject to road use restrictions. Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.-

Contractor shall collect Garbage, Recyclables and Compostables from Multi-Family Premises and Commercial Customers as soon as safely possible.

If collection services are interrupted for one (1) week or more from Single-Family Premises Customers, Contractor shall collect Garbage, Recyclables and Compostables from those Customers with interrupted service on their next regular collection day. At the City's request, the Contractor may postpone Compostables Service in order to recover Recyclables that were missed the previous week on account of inclement weather. For example, if Recyclable Customers were missed due to inclement weather, then the City may request the Contractor to provide recovery collection of Recyclables the following week in lieu of Compostables collection, then return to the regular collection schedule the subsequent week.

At the City's request, the Contractor shall provide one (1) drop-box Container for Customers to drop-off Recyclables or Yard Debris that were not collected on account of inclement weather. The drop-box Container shall be placed in the parking lot adjacent to City Hall, or another mutually agreed upon location within the Service Area. Weather and road conditions permitting, the Contractor shall replace the drop-box Container within twenty-four (24) hours with an empty drop-box Container upon notice from the City that the Container is reaching maximum capacity. The drop-box Containers shall be monitored by City employees. Dates of collection, communications, and other details shall be mutually agreed upon between the City and the Contractor. The Contractor shall provide this service to the City at no cost.

If collection services are interrupted for two (2) or more weeks for Single-Family Premises Customers, Contractor shall provide up to two (2) drop-box Containers for Customers to drop-off Garbage and/or Recyclables that were not collected on account of inclement weather or road conditions at no more than two (2) locations to be mutually agreed between the City and the Contractor. The drop-box Containers shall be staffed by Contractor employees. Dates of collection, communications and other details shall be mutually agreed upon between the City and the Contractor. The Contractor shall provide this service to the City at no cost.

For all Customers, Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

Following notification to the City, Contractor will be provided temporary authorization to perform collection services after 6:00 p.m. and/or on Saturdays following disruptions due to weather in order to finish collection routes.

5. Contract Section 3.1.1 Annual Program Reports shall be amended as follows:

Contractor shall submit annual program reports during the term of this Contract. These reports shall be completed by February 15 regarding data for the previous calendar year. The annual program reports shall clearly indicate totals for both Residential and Commercial Customer categories. At a minimum, the annual program reports shall include:

- a. Annual summary of Recyclables and Compostables tonnage collected and recovered (not disposed of at landfill), by Customer category.
- b. Annual summary of Garbage tonnage collected, by Customer category.
- c. Annual summary of Customer complaint report, missed pick-ups, missed deliveries.

6. Contract Section 3.1.2 Monthly Program Reports shall be amended as follows:

The Contractor shall submit monthly program reports during the term of this Contract. These reports shall be completed at the end of the month for the month prior. These reports shall clearly indicate totals for both Residential and Commercial Customer categories. At a minimum, the reports shall include:

- a. Monthly summary of Recyclables and Compostables tonnage collected and recovered (not disposed of at landfill), by Customer category.
- b. Approximate resident participation rates in terms of monthly set-out counts.
- c. Monthly summary of Garbage tonnage collected, by Customer category.
- d. Monthly summary of Customer complaints received by the Contractor, missed pick-ups, missed deliveries.

7. Contract Section 5.1.1 Carts; Containers shall be amended as follows:

For Residential Premises with Cart-based Solid Waste Services, Garbage will be collected in Contractor provided Carts. Extra materials which do not fit neatly within the Customer's primary Cart/can shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Cart in customer provided plastic bags which can be safely collected by Contractor's personnel and equipment. All Garbage from Commercial Premises, City Facilities and Multi-Family Premises with Container-based services will be collected in Contractor provided Containers, and extra materials which do not fit neatly within the Customer's primary Container shall be collected for an additional fee as set forth in Exhibit B and may be placed adjacent to the primary Container in Customer provided plastic bags, which can be safely collected by Contractor's personnel and equipment. Extra charges may be assessed if Cart or Container contents lift the Cart or Container lid in excess of six inches (6") from the normally closed position.

8. Contract Article VII – Compostable Collection shall be amended as follows:

Compostables shall be collected from Single-Family Premises who choose to subscribe for such service on an every-other-week bi-monthly basis (on the same days as Garbage collection), at the rates set forth in Exhibit B. All Single-Family Customers with Cart-based Solid Waste Services who sign up for Compostables collection will be provided a 35, 64, or 96 gallon (default) Compostables Cart, if requested. Yard Debris and Food Waste may be commingled by such Residential Customers in the Compostables Cart. Small Commercial and Multi-Family Premises Customers with Container-based Solid Waste Services may participate in the Compostables collection program for the fees set forth in Exhibit B. Such Customers shall be provided a 96 gallon Cart(s).

Contractor becomes the owner of Compostables when they are placed in the Contractor's collection vehicle and, thereafter, the Contractor may market or manage them in any manner the Contractor deems to be economically feasible. Contractor shall be responsible for all marketing and sale of Compostables collected hereunder and shall be entitled to all proceeds therefrom.

In the event of visually observed contamination, Contractor shall not make collection and instead shall tag relevant containers with a notice informing Customers of the contamination. If Customer removes the contamination and request a return trip, Contractor shall have full

discretion to perform, and in the event a return trip is made, Contractor shall charge Customer for such return trip at the rates set forth in Exhibit B.

9. Contract Section 8.1 Contractor Rates shall be amended as follows:

The Contractor shall charge the rates set forth in Exhibit B, as adjusted over time under this Contract, for all service performed (excluding those for which this Contract allows direct negotiation with Customers). The Contractor shall be responsible for billing and collecting funds from Residential and Commercial Customers in accordance with the rates listed in Exhibit B. There shall be a ~~ten percent (10%)~~ twenty-five percent (25%) senior discount on residential rates for Customers who are age sixty-five (65) or older and/or disabled; provided, that such Customer(s) are the legal owner or lessee/tenant of their Residence and that their combined disposable income from all sources does not exceed the U.S. Department of Housing and Urban Development standards for the Seattle-Everett area for the current and preceding calendar year. The City shall be responsible for certifying to the Contractor that such applicants conform to the specified criteria per Algona Municipal Code 8.04.050, offered to qualifying seniors and the Parties shall mutually agree upon the qualification definition. Contractor may occasionally provide services outside the scope of this Contract which are related to Solid Waste collection in the City. If pricing for such services are set forth in the otherwise applicable WUTC tariff, such WUTC rates shall apply. Otherwise, Contractor shall propose to the City a customer rate for the service. Upon approval of the City, Contractor may proceed to offer that service.

10. Contract Section 8.1.1 CPI Adjustments to Collection Component shall be amended as follows:

On January 1, 2025, the collection component of Contractor's rates set forth in Exhibit B shall be increased by one hundred sixteen and sixty-seven one hundredths percent (116.67%) of the annual percent increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection service ("CPI") (Series CUUR0000SEHG), as published by the Bureau of Labor Statistics for the twelve (12)-month period ending in June 2024.

~~Commencing on November 1, 2017~~ Starting January 1, 2026 and on the Adjustment Date annually thereafter, the collection component of Contractor's rates set forth in Exhibit B (as adjusted hereunder) shall be automatically increased by one hundred percent (100%) of the annual percent increase in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection service ("CPI") (Series ~~CW~~UUR0000SEHG), as published by the Bureau of Labor Statistics for the twelve-month period ending in June. At least forty-five (45) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to Contractor's rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall neither be negative nor greater than eight percent (8%). In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment. In the event the CPI index series increases year-on-year more than eight percent (8%), that portion of the CPI adjustment exceeding eight percent (8%) shall not carry forward to the next year.

11. Contract Section 9.4 Promotion, Education and Outreach shall be amended as follows:

Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for the Single-Family, Multi-Family, and Commercial sectors, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Single-Family Customers, Multi-Family Property Managers, and Commercial Customers, and, at a minimum, shall include an informational brochure indicating all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar, rates, and other useful Customer information.

Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be delivered in a manner agreeable to the City to every new Residential Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information.

12. Contract Section 12.2 Notices shall be amended as follows:

Any notices to be sent to the City shall be sent to the Contract Administrator at the following address:

Public Works Director
City of Algona
402 Warde Street 200 Washington Blvd.
Algona, WA 98001

Any notices sent to Waste Management of Washington, Inc. shall be sent to:

Mary S. Evans, Area Director of Public Sector Solutions
Waste Management of Washington, Inc.
720 4th Avenue, Suite 400
Kirkland, WA 98033

13. The single asterisk under Exhibit B Service Rate Schedule shall be amended as follows:

*Senior discount of ~~40~~25% on the above rates

14. The third item on Exhibit C Liquidated Damages shall be amended as follows:

Action or Omission	Liquidated Damages
--------------------	--------------------

Commencement of residential collection prior to 6:00 a.m. or after 6:00 p.m. Also applies in other areas within 300 feet of residential sections.	\$100.00 per incident (each truck on each route is a separate incident).
---	--

- 15. Exhibit B Service Rate Schedule shall be deleted and replaced in its entirety with Appendix C hereto.**

- 16. Exhibit E Rate Modification Examples shall be deleted and replaced in its entirety with Appendix B hereto.**

Contract Amendment #4 (2024) – Appendix B

EXHIBIT B: SERVICE RATE SCHEDULE

	Rates Effective 01/01/2025		
	Disposal	Service	Total
Single Family Garbage Service* (includes 1-64 gallon Recycle Cart, EOW service)			
35 gal. Cart 1x per month service	\$2.38	\$21.06	\$23.44
20 gal. Mini-cart weekly service	\$5.22	\$19.31	\$24.53
35 gal. Cart weekly service	\$8.36	\$28.81	\$37.17
64 gal. Cart weekly service	\$16.77	\$38.61	\$55.38
96 gal. Cart weekly service	\$25.19	\$43.16	\$68.35
Garbage Extras (32gal. Equivalent)	\$1.88	\$9.61	\$11.49
Extra Recycling Cart (64 gallon, contractor provided)			\$2.70
Cart Delivery Service (new, replacement or redelivered carts)			\$25.30
Carry-out/roll-out service			\$3.28
Compostables Service (EOW Service)*			
35, 64, or 96 gal. Cart (96 gal. default size)			\$13.10
Compostables Extras (32gal. Equivalent)			\$7.15
* Senior discount of 25% on the above rates			
Multi-Family & Commercial Permanent Garbage Service (includes 2-96 gallon Recycle Carts, EOW service)			
35 gal. Cart weekly service */**	\$9.76	\$29.00	\$38.76
64 gal. Cart weekly service */**	\$17.91	\$30.67	\$48.58
96 gal. Cart weekly service */**	\$26.88	\$33.75	\$60.63
1 yard weekly service */**	\$56.62	\$109.44	\$166.06
1.5 yard weekly service */**	\$84.94	\$152.93	\$237.87
2 yard weekly service */**	\$113.28	\$205.03	\$318.31
3 yard weekly service */**	\$169.94	\$262.15	\$432.09
4 yard weekly service */**	\$226.59	\$341.83	\$568.42
6 yard weekly service */**	\$339.91	\$471.83	\$811.74
8 yard weekly service */**	\$453.21	\$594.25	\$1,047.46
* Extra Lift: Additional service on scheduled pickup day while driver is on site. Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333)			
** Extra Service: Additional service on a non-scheduled pickup day requiring a specially dispatched driver Rate is calculated by dividing monthly service rate by number of pickups in a month (4.333) plus return trip fee (Current UTC)			
Garbage Extras per yard	\$13.04	\$15.61	\$28.65
Garbage Extras (32gal. Equivalent)	\$2.22	\$6.20	\$8.42
Extra Recycle Cart (96 gallon, contractor provided; limit 2 extras;			\$3.37
Commercial Temporary Garbage Service (includes service & disposal)			
1 yard (per pick-up)	\$13.04	\$21.86	\$34.90
1.5 yard (per pick-up)	\$19.57	\$30.79	\$50.36
2 yard (per pick-up)	\$26.09	\$41.47	\$67.56
3 yard (per pick-up)	\$39.18	\$53.54	\$92.72
4 yard (per pick-up)	\$52.26	\$69.84	\$122.10
6 yard (per pick-up)	\$78.42	\$94.88	\$173.30
8 yard (per pick-up)	\$104.53	\$117.98	\$222.51
Delivery, 1 -8 yard			\$32.68
Temp. Rent, 1-4 yard per day			\$3.01
Temp. Rent, 6 yard per day			\$4.58
Temp. Rent, 8 yard per day			\$5.41
Haul Rates			
10 - 50 yard, non-compacted (per haul)			\$149.98
10 - 50 yard, temporary (per haul)			\$186.44
10 - 50 yard, compacted (per haul)			\$221.57
Delivery, 10 - 50 yard			\$79.53
Hourly rate (tandem axle)			\$214.10
Hourly rate - extra man			\$93.06
Permanent Monthly Rent			
10 yard			\$142.21
15 yard			\$153.23
20 yard			\$159.44
25 yard			\$148.84
30 yard			\$176.73
40 yard			\$193.95
Temporary Rent			
10 - 40 yard (per day)			\$16.86
The Contractor shall invoice drop-box container Garbage Customers the Annual UCR (as described in Section 8.1.2) based on the applicable Container weight increased by fifteen percent (15.0%).			
			\$234.40

Contract Amendment #4 (2024) – Appendix C

EXHIBIT E: RATE MODIFICATION EXAMPLES

Collection Component Adjustment

The collection component listed in Exhibit D will be increased or decreased by the amount of the CPI change: $NCC = PCC \times [1 + \frac{(nCPI - oCPI)}{oCPI}]$

Where

NCC	=	The new collection charge component of the Customer rate for a particular service level
PCC	=	The previous collection charge component of the Customer rate for a particular service level
nCPI	=	The most recent CPI value
oCPI	=	The previous period's CPI value

Using a collection component rate of \$15.00 as an example, if the previous CPI is 143.2, the new CPI is 149.3 the collection component of the rate will increase from \$15.00 to \$15.63 on January 1, 2025.

New Collection Component = $\$15.00 \times [1 + \frac{(149.3 - 143.2)}{143.2}] = \mathbf{\$15.63}$

Annual CCR Component Adjustment

The Annual CCR component of the Customer charges listed in Exhibit B reflects the combination of the Per-Ton FAC and the County Tipping Fee. Any increase or decrease in the Annual CCR will not become effective until the new Annual CCR charges become effective and are actually charged to the Contractor. The Annual CCR component of each service level will be adjusted as follows:

- Step 1: $nFAC = FAC / TONS$
- Step 2: $nCCR = nFAC + NTF$
- Step 3: $NDC = ODC \times \frac{(nCCR)}{oCCR}$

Where

nFAC	=	The new Per-Ton FAC
FAC	=	The new overall King County FAC
TONS	=	The King County estimated commercial garbage tonnage for the upcoming year
nCCR	=	The new Annual CCR for the upcoming year, dollars per ton
NTF	=	The new County Tipping Fee, dollars per ton

ODC	=	The old Annual CCR component of the Customer rate for a particular service level;
oCCR	=	The old Annual CCR, dollars per ton
NDC	=	The new Annual CCR component of the Customer rate for a particular service level

For example, using an arbitrary one 35-gallon cart rate of \$20.00 per month with a collection component of \$15.00 and a disposal component of \$5.00:

If the 2025 King County FAC is \$22,614,181 and the estimated 2025 tonnage is 656,580, then the new Per-Ton FAC would be \$34.44. If the new County Tipping Fee is \$150.83 per ton, then the new Annual CCR would be \$185.27 per ton starting January 1, 2025.

If the old disposal component is \$5.00, the old Annual CCR is \$168.68 per ton, the new Annual CCR component of the Customer rate will be \$5.49.

$$\text{New Per-Ton FAC} = \$22,614,181 / 656,580 = \$34.44 \text{ per ton}$$

$$\text{New Annual CCR} = \$34.44 + \$150.83 = \$185.27 \text{ per ton}$$

$$\text{New Annual CCR Component} = \$5.00 + (\$185.27 / \$168.68) = \$5.49$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside would be \$15.63 plus \$5.49, equaling \$21.12 per month.

WM Solid Waste Services Contract Amendment and Extension

City of Algona Council Workshop & Meeting
October 21, 2024



1

Purpose

Receive Council direction on approving the WM solid waste services contract amendment and extension.



2

Background



City's 10-year solid waste services contract with WM expires on 10/31/26.



Contract allows 2 extensions of 2 years each, by mutual agreement.



Council directed staff to explore contract extension.



Updates presented at Council Workshops on 7/8/24 and 9/23/24.

3

Extension Details

- ▶ WM agreed to 2-year extension at no additional cost.
- ▶ Adjust contract wording to match current operations.
- ▶ Early-start contract enhancements added at no additional cost.



4

Contract Language Adjustments

-  Residential Collection Hours
-  Compostable Service Schedule
-  CPI Index Number
-  Call Center
-  Address for Notices

5

Contract Enhancements

-  Senior Discount
-  Cart Lid Opening
-  Inclement Weather
-  Jan. 1 Rate Adjustment
-  Annual Mailers
-  Reporting
-  Excise Tax Adjustment

6



Recommendation

Staff recommends the City Council adopt proposed Resolution #1286-24 authorizing the Mayor to execute the WM Solid Waste Services Contract amendment and 2-year extension.

7

Options

1

Approve Resolution #1286-24

2

Do Not Approve Resolution #1286-24

3

Take Other Action

8



9



10



CITY COUNCIL

AGENDA BILL # AB24-0143

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Ordinance 1239-24, Public Camping	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		X
Fund Source:	Finance Committee		
Timeline: 1st review – 9/23/24	Planning Commission		
2 nd review – 10/21/24	Civil Service Committee		
3 rd review – 10/28/24			

Staff Contact: James Schrimpsheer, Chief of Police
Attachments: Ordinance 1239-24

SUMMARY STATEMENT:

In light of what surrounding cities are doing with public camping, the ordinance presented similarly addresses the topic. The new city code chapter defines and prohibits camping in public areas.

COMMITTEE REVIEW AND RECOMMENDATION:

RECOMMENDED ACTION:
Make a motion to approve Ordinance 1239-24.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1239-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, AMENDING TITLE 9 AMC BY THE ADDITION OF A NEW CHAPTER 9.46 PROHIBITED CAMPING THERETO; ADOPTING STANDARDS, PROCEDURES, AND PENALTIES WITH RESPECT TO CAMPING AND CAMPSITES ON CERTAIN PUBLIC PROPERTY WITHIN THE CITY; SETTING FORTH LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, unauthorized camping and campsites on public property implicate numerous risks related to pedestrian and vehicular safety, including without limitation obstructing and impairing visibility on roadways, sidewalks, and trails; and

WHEREAS, unauthorized camping and campsites on public property interfere with, impede, and obstruct the lawful and intended use of such property by other members of the public, including without limitation accessibility to and use by disabled persons; and

WHEREAS, unauthorized camping and campsites pose numerous health and safety risks to encampment residents and members of the public due to the lack of appropriate sanitation, waste disposal, and food storage facilities; and

WHEREAS, unauthorized camping and campsites on public property pose numerous other threats to the public health, safety, and welfare; and

WHEREAS, the Algona City Council wishes to protect the public health, safety, and welfare by establishing the restrictions on camping and campsites set forth in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Amendment of Title 9 AMC—New Chapter 9.46 AMC Adopted. Title 9 of the Algona Municipal Code is hereby amended by the addition of a new Chapter 9.46 Prohibited Camping thereto to provide in its entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

{JZL2344976.DOC;1/13150.000002/ }

{JZL4874-1409-1493;1/13150.000004/ }

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF SEPTEMBER, 2024.

CITY OF ALGONA

Mayor Troy Linnell

ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

J. Zachary Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication:

Exhibit A

Chapter 9.46

PROHIBITED CAMPING

Sections:

- 9.46.005 Purpose; Construction.
- 9.46.010 Definitions.
- 9.46.020 Sleeping on sidewalks, streets, alleys, or within doorways prohibited.
- 9.46.030 Camping prohibited.
- 9.46.050 Removal of campsite on public property.
- 9.46.060 Disposition and release of personal property.
- 9.46.070 Mitigation.
- 9.46.080 Penalty.

9.46.005 Purpose; Construction.

The purpose of this chapter is to protect the public health, safety, and welfare by ensuring that camping on public property occurs only in the locations and in the manner specifically authorized by the city. The provisions of this chapter shall be reasonably construed and administered in accordance with such purpose, subject to applicable state and federal law.

9.46.010 Definitions.

Unless the context requires otherwise, the following definitions apply to this chapter:

- A. "To camp" means to set up or to remain in or at a campsite.
- B. "Campsite" means any place where bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

9.46.020 Sleeping on sidewalks, streets, alleys, or within doorways prohibited.

- A. No person may sleep on public sidewalks, streets, or alleyways at any time as a matter of individual and public safety.
- B. No person may sleep in any pedestrian or vehicular entrance to public or private property abutting a public sidewalk.
- C. In addition to any other remedy provided by law, any person found in violation of this section may be immediately removed from the premises.

9.46.030 Camping prohibited.

No person may occupy a campsite in or upon any public sidewalk, street, alley, lane, public right-of-way, park, bench, or any other publicly owned property or under any bridge or viaduct, unless: (i) otherwise specifically authorized by this code; (ii) by a formal declaration of the mayor in emergency circumstances; (iii) upon city council resolution; or (iv) as otherwise specifically authorized by applicable law. The council may exempt a special event from the prohibitions of this section if the council finds such exemption to be in the public interest and consistent with council goals and notices and in accordance with conditions imposed by the public works director. Any conditions imposed will include a condition requiring that the applicant provide evidence of adequate insurance coverage and agree to indemnify the city for any liability, damage or expense incurred by the city as a result of activities of the applicant. Any findings by the city council shall specify the exact dates and location covered by the exemption.

9.46.050 Removal of campsite on public property.

Upon discovery of a campsite on public property, removal of the campsite by the Algona police department may occur under the following circumstances:

- A. Prior to removing the campsite, the city shall post a notice no less than 72 hours in advance.
- B. At the time a 72-hour notice is posted, the city shall inform a local agency (delivering social services to homeless individuals) of the location of the campsite.
- C. After the 72-hour notice period has passed, the police department is authorized to remove the campsite and all personal property related thereto.

9.46.060 Disposition and release of personal property.

For purposes of this chapter, “personal property” means any item reasonably recognizable as belonging to a person and having apparent utility or monetary value. Items having no apparent utility or monetary value and items in an unsanitary condition may be immediately discarded. Weapons, drug paraphernalia, items appearing to be stolen, and evidence of a crime may be retained as evidence by the police department until an alternate disposition is determined. All personal property removed from the campsite which is not retained, disposed of, or held as evidence (as provided above) shall be stored by the police department for a minimum of 60 days, during which time it shall be reasonably available for and released to an individual confirming ownership.

9.46.070 Mitigation.

Upon conviction for a violation of this chapter, in addition to any other factors deemed appropriate by the court, the court shall consider in mitigation whether or not the person immediately removed all personal property and litter, including but not limited to bottles, cans, and garbage, from the campsite after being informed it was in violation of the law.

9.46.080 Penalty.

Any person found to be in violation of the terms of this chapter may be cited for a civil infraction and

may be barred from city parks and facilities for a period of 30 days.



CITY COUNCIL

AGENDA BILL # AB24-0144

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION

SUBJECT: Ordinance 1240-24, Body Worn Camera Redaction Fee	Agenda Date: October 28th, 2024		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney	X	
	City Clerk		
	Finance Dept		
	PW/Utilities		
	Planning Dept		
	Community Services		
Police Dept		X	
Cost Impact:	Finance Committee		
Fund Source:	Planning Commission		
Timeline: 1 st review – 9/23/24	Civil Service Committee		
2 nd review – 10/21/24			
3 rd review – 10/28/24			

Staff Contact: James Schrimpsheer, Chief of Police
Attachments: Ordinance 1240-24

SUMMARY STATEMENT:
 This ordinance amends AMC 2.10.060 *Costs of providing copies of public records* to include a new fee for body worn camera redactions.

COMMITTEE REVIEW AND RECOMMENDATION:
RECOMMENDED ACTION:
Make a motion to approve Ordinance 1240-24.

RECORD OF COUNCIL ACTION

<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>

CITY OF ALGONA, WASHINGTON

ORDINANCE NO. 1240-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, AMENDING CHAPTER 2.10 AMC PUBLIC RECORDS; ADOPTING A FEE FOR THE REDACTION OF BODY WORN CAMERA FOOTAGE AS PART OF THE CITY'S PUBLIC RECORDS DISCLOSURE PROCEDURES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is an agency as defined by Chapter 42.56 RCW, the Public Records Act (PRA), and is subject to the public records disclosure requirements of that statute; and

WHEREAS, the City has adopted local procedures for responding to public records disclosure requests under the PRA, inclusive of a fee schedule therefor, and has codified the same at Chapter 2.10 AMC; and

WHEREAS, the City Council desires to amend the fee schedule set forth in Chapter 2.10 AMC to provide for recovery of the City's actual staff time costs incurred in the redaction of body worn camera footage as authorized by RCW 42.567.240(14) and RCW 42.56.120; and

WHEREAS, the per-minute redaction fee for body worn camera footage established by this ordinance is based on, and reflects, a reasonable estimate of the City's actual incurred costs for staff time as delineated in the _____, 2024, memorandum entitled _____;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Findings. The above recitals are hereby adopted by reference as legislative findings in support of this ordinance.

Section 2. Amendment of AMC 2.10.060. Section 2.10.060 of the Algona Municipal Code is hereby amended to provide in its entirety as follows:

2.10.060 Costs of providing copies of public records.

A. Standard Costs. Calculating the actual costs to provide public records would be unduly burdensome given the city's limited staff and resources. Therefore, the city has adopted the standard charges for copying public records outlined in RCW 42.56.120, which are as follows:

1. Fifteen cents for standard (eight and one-half inches by eleven inches and eight and one-half inches by fourteen inches) black-and-white photocopies.

2. Ten cents per page for public records scanned into an electronic format.

3. Five cents per each four electronic files or attachments uploaded to email, cloud-based data storage service, or other means of electronic delivery.

4. Ten cents per gigabyte for the transmission of public records in electronic format or for the use of city equipment to send the records electronically.

5. The actual cost of any digital storage media or device provided by the city.

B. Inspection. There is no fee for inspecting public records.

C. Flat Fee. The city may charge a flat fee of up to two dollars for any request, as an alternative to the standard fees, when the public records officer reasonably estimates and documents that the costs allowed are clearly two dollars or more. An additional flat fee will not be charged for any installment after the first installment of a request produced in installments.

D. Customized Service Charge. The public records officer may impose a customized service charge when the public records officer 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 city purposes. The amount of the charge may not exceed the actual cost of providing the service. The customized service charge shall not be assessed unless the public records officer has first notified the requestor of the customized service charge, including an explanation of why it applies, a description of the expertise, and a reasonable estimated cost of the charge. The requestor shall have the opportunity to amend his or her request to avoid or reduce the cost of the customized service charge.

E. Off-Site Vendor Copying. The public records officer may send a request for copying of public records in nonstandard formats, including but not limited to photographs, blueprints or tape recordings, to an off-site vendor. If the public records officer determines it is reasonable to send a request to an off-site vendor for copying, the public records officer may: (1) arrange for the requestor to pay the vendor directly for copies made; or (2) charge the requestor the actual

amount charged by the off-site vendor to the city for the copies made.

F. Deposit. Before beginning to make the copies, the public records officer may require a deposit of up to ten percent of the estimated cost of copying all the public records selected by the requestor, including the customized service charge, if applicable. The public records officer may also require the payment of the remainder of the copying costs before providing all the public records, or the payment of the costs of copying an installment before providing that installment. The public records officer shall not charge sales tax when making copies of public records, unless required by law to do so.

G. Facsimile/Mail. The city shall charge actual costs of long distance facsimile transmission and/or mailing, including postage and the cost of the shipping container.

H. Certified Copies. The public records officer may charge for a certified copy of public records, in the amount of five dollars, to cover the additional expense and time required for certification.

I. Summary of Charges. If requested by the requestor, the public records officer shall provide a summary of applicable charges before making copies. After receiving the summary, the requestor may revise the request to reduce the number of copies to be made and reduce the applicable charges.

J. Payment Methods. The requestor shall pay for copies of public records by cash, check, or money order payable to the city.

K. Waiver of Charges. The public records officer, in consultation with the city administrator or city clerk/treasurer, may waive applicable charges for requests by state or local agencies, or officers or employees thereof, to copy city public records, where the city's response to the request will not be unduly burdensome on city staff and resources.

L. Body Worn Camera Recordings. For redaction of body worn camera recordings, the city shall charge requesters not exempted pursuant to RCW 42.56.240(14) the cost of the city's actual staff time incurred at the rate of \$0.80 per minute.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
___ DAY OF OCTOBER 2024.**

CITY OF ALGONA

Mayor Troy Linnell

ATTEST/AUTHENTICATED:

Dana Parker, City Clerk

Approved as to form:

J. Zachary Lell, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.:
Date of Publication: