

## **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARK PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this 22nd day of September, 2021, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF SULTAN, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

### **RECITALS**

**A.** The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

**B.** The County Executive and the County Council have determined that it is consistent with the General Policy Plan and in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

**C.** The County Council approved Amended Ordinance 20-071, adopted November 10, 2020, which adopted the 2021-2026 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and which Amended Ordinance is included as Attachment A, incorporated herein by this reference; and

**D.** The County Council adopted the 2021 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Sultan’s Osprey Park Improvements project in an amount up to Twenty Five Thousand and no/100 Dollars (\$25,000) in County REET 2 funds (the “Funds”). These Funds will be used for what is titled “City of Sultan Osprey Park Improvements” project (specifically for the children’s play structure), included as Attachment B, incorporated herein by this reference; and

**E.** The parties desire to ratify each party’s conduct consistent with this Agreement prior to its execution; and

**F.** The City of Sultan has provided the following: a written request to the County for the funds (Attachment C, incorporated herein by this reference); a description of the project (Attachment D, incorporated herein by this reference); a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference); a description of the City’s involvement and on-going role in planning, design, development, maintenance, and operation of the Project (Attachment F, incorporated herein by this reference); Proof of Insurance (Attachment G, incorporated herein by this reference); and relevant portions of the City’s Capital Facilities Plan including the property and project; 2021-2022 City Budget and 2015 Parks, Recreation, and Open Space Master Plan), as further described herein (Attachment H, incorporated

herein by this reference); and

G. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept the above-described Funds from the County.

## **AGREEMENT**

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

### **1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the Funds to the City for the City of Sultan's Osprey Park Improvements project (the "Project") located at 814 1<sup>st</sup> St, Sultan WA 98294 (the "Property").

### **2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

### **3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

#### **County's Initial Administrator:**

Tom Teigen, Director  
Snohomish County Department of  
Conservation & Natural Resources  
6705 Puget Park Drive  
Snohomish, Washington 98296  
(425) 388-6617 phone  
(425) 388-6645 facsimile  
Tom.Teigen@snoco.org

#### **City's Initial Administrator:**

Will Ibershof, City Administrator  
City of Sultan  
P.O. Box 1199  
Sultan, WA 98294  
(360) 793-1149 phone  
Will.Ibershof@ci.sultan.wa.us

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

#### **4. Project Performance.**

4.1 Certification of Real Property Interest. The City represents to the County that the City owns the property upon which the Project shall be executed, and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 31, 2022, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Property, whichever comes first, the City shall install at the Property a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Property and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or the Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project, except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the park improvements at the Property accomplished through execution of the Project available to all County residents on the same terms as to residents of the City.

#### **5. Invoicing and Payment.**

5.1 Invoicing. Prior to December 31, 2022, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide

line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Twenty Five Thousand and no/100 Dollars (\$25,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.6 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.6.1 If overpayments are made; or

5.6.2 If an audit of the Project by the State or the County determines that the Funds have been expended for the purposes not permitted by the REET statute, the State, the County, or this Agreement.

In the case of 5.6.1 or 5.6.2, the County shall make a written demand upon the City for repayment and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds

required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

**6. Independent Contractor.**

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

**7. Indemnification/Hold Harmless.**

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and the execution of the Project contemplated by this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

**8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

## **9. Insurance.**

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4 In lieu of the insurance required in this Section 9, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

## **10. Compliance with Laws.**

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

## **11. Default and Remedies.**

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-



Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

## **12. Early Termination.**

12.1 30 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2022, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

## **13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

## **14. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

## 15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.



15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

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

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

15.14 Ratification. The parties hereby ratify any performance pursuant to this Agreement undertaken on or after the Effective Date but prior to recording or posting of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

By Lacey Harper Digitally signed by Lacey Harper  
Date: 2021.09.22 11:51:15 -07'00'

Name: Dave Somers  
Title: Executive

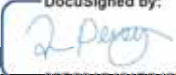
**CITY:**

City of Sultan, a Washington municipal  
corporation

By   
DocuSigned by: 78379EAB08484E8

Name: Russell Wiita  
Title: Mayor

**Attest/Authenticate**

By   
DocuSigned by: 05FC34C8E9FC02E

Name: Tammi Pevey  
Title: City Clerk

COUNCIL USE ONLY	
Approved	<u>9/22/2021</u>
ECAF #	<u>2021-0520</u>
MOT/ORD	<u>Motion 21-299</u>

**Approved as to Form:**

*/s/ Sean Reay DPA*

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Deputy Prosecuting Attorney

**Approved as to Form:**

DocuSigned by:  
*HR*

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Office of the City Attorney

**ATTACHMENT A**  
**Amended Ordinance 20-071**

1 ADOPTED: 11/10/20  
2 EFFECTIVE: 12/03/20

3  
4 SNOHOMISH COUNTY COUNCIL  
5 SNOHOMISH COUNTY, WASHINGTON

6  
7 AMENDED ORDINANCE NO. 20-071

8  
9 RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2021-2026  
10 CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY  
11 CAPITAL FACILITIES PLAN  
12

13  
14 WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to  
15 adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a  
16 six-year plan providing for the financing of capital facilities within projected funding capacities and  
17 clearly identifying sources of public money for such purposes; and  
18

19 WHEREAS, Snohomish County (the "County") addresses this requirement by annually  
20 adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and  
21

22 WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services,  
23 addresses the need to ensure the adequacy of public facilities and services to serve the  
24 development at the time the development is available for occupancy and without decreasing the  
25 current levels of service below locally established minimum standards; and  
26

27 WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more  
28 frequently than once per year if the amendment is to the capital facilities element and occurs  
29 concurrently with the adoption or amendment of the County's budget; and  
30

31 WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and  
32 associated policies require the County to develop a six-year financing program for capital facilities  
33 that meets the requirements of the GMA; and  
34

35 WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first  
36 adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,  
37 along with other mandatory elements of Snohomish County's GMACP; and  
38

39 WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan  
40 Update, which included reassessment and updates to the Land Use Element, Transportation  
41 Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,  
42 and regulations and policies; and  
43

44 WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level  
45 of service ("LOS") standards for those capital facilities necessary to support development and  
46 provides an inventory of capital facilities and a forecast of future facility needs; and  
47



1  
2 WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to  
3 support development: fire protection services, surface transportation, park land and recreational  
4 facilities, surface water management, electric power, schools, public wastewater systems, and  
5 public water supply; and  
6

7 WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County  
8 Executive, on an annual basis, to prepare a six-year capital improvement program for the next six  
9 fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and  
10

11 WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-  
12 year CIP as an adjunct to the annual budget, including a balance of proposed expenses and  
13 potential revenue sources; and  
14

15 WHEREAS, the six-year CIP is the document developed by the County to detail the funding  
16 sources for County capital projects over the next six years and assess whether funding sources  
17 and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities  
18 necessary to support development; and  
19

20 WHEREAS, on November 12, 2019, the County adopted the 2020-2025 Capital Improvement  
21 Program by Amended Ordinance 19-072, and has adopted regular updates to the capital  
22 improvement program since 1995; and  
23

24 WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and  
25 update its six-year CIP concurrently with the 2021 budget process; and  
26

27 WHEREAS, on September 22, 2020, the Snohomish County Planning Commission (the  
28 "Planning Commission") held a public hearing to consider the County's 2021-2026 Capital  
29 Improvement Program ("2021-2026 CIP"); and  
30

31 WHEREAS, on September 24, 2020, the Planning Commission sent a letter that stated that at  
32 the conclusion of the public hearing, the Planning Commission voted to recommend approval of  
33 the 2021-2026 CIP; and  
34

35 WHEREAS, on November 10, 2020, the County Council held a public hearing to consider the  
36 Planning Commission's recommendations as well as public testimony on the 2021-2026 CIP; and  
37

38 WHEREAS, the County Council considered the 2021-2026 CIP, which is attached as Exhibit A,  
39 concurrently with the 2021 budget; and  
40

41 WHEREAS, the County Council considered the entire hearing record including the Planning  
42 Commission's recommendation and written and oral testimony submitted during the public  
43 hearings;  
44

1  
2 NOW, THEREFORE, BE IT ORDAINED:

3  
4 Section 1. The County Council adopts the following findings in support of this ordinance:

5  
6 A. The foregoing recitals are adopted as findings as if set forth in full herein.

7  
8 B. The ordinance adopts the County's 2021-2026 CIP.

9  
10 C. The 2021-2026 CIP was developed for compliance with the following GMA requirements:

- 11  
12 1. RCW 36.70A.070(3) "A capital facilities plan element consisting of: (a) An inventory  
13 of existing capital facilities owned by public entities, showing the locations and  
14 capacities of the capital facilities; (b) a forecast of the future needs for such capital  
15 facilities; (c) the proposed locations and capacities of expanded or new capital  
16 facilities; (d) at least a six-year plan that will finance such capital facilities within  
17 projected funding capacities and clearly identifies sources of public money for such  
18 purposes; and (e) a requirement to reassess the land use element if probable  
19 funding falls short of meeting existing needs and to ensure that the land use  
20 element, capital facilities plan element, and financing plan within the capital facilities  
21 plan element are coordinated and consistent. Park and recreation facilities shall be  
22 included in the capital facilities plan element." The 2021-2026 CIP includes a six-  
23 year financing plan for all of the County's capital facilities. The 2021-2026 CIP also  
24 assesses the adequacy of funding and regulatory mechanisms for those public  
25 capital facilities necessary to support development to maintain their respective  
26 minimum level of service (LOS).  
27
- 28 2. GMA planning Goal 12 (RCW 36.70A.020(12)) "Public facilities and services.  
29 Ensure that those public facilities and services necessary to support development  
30 shall be adequate to serve the development at the time the development is available  
31 for occupancy and use without decreasing current service levels below locally  
32 established minimum standards." The 2021-2026 CIP specifies proposed funding  
33 sources for the planned capital facilities and contains a "statement of assessment"  
34 which addresses the need for a reassessment of land use or other comprehensive  
35 plan elements if there is a projected shortfall in revenue (between 2021 and 2026)  
36 that causes the LOS for a facility classified as necessary to support development to  
37 fall below the minimum level identified in the capital facilities plan. The statement of  
38 assessment portion of the 2021-2026 CIP finds that there are no funding shortfalls  
39 or regulatory inadequacies that would affect the ability to maintain the minimum LOS  
40 for those capital facilities necessary to support development.  
41

42 D. The 2021-2026 CIP was developed for consistency with Puget Sound Regional Council  
43 Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase  
44 services and facilities to guide growth and development in a manner that supports the  
45 regional vision." The County's CIP and the 2021-2026 CIP align with the regional vision to  
46 direct growth into urban areas where adequate public infrastructure and services are  
47



1 available or can be provided in an efficient manner by establishing minimum LOS for those  
 2 public capital facilities necessary to support development and by ensuring that adequate  
 3 funding and regulatory mechanisms are in place to maintain those minimum LOS.  
 4

5 E. The 2021-2026 CIP was developed for consistency with Snohomish County Countywide  
 6 Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and  
 7 coordinate with other service providers, to provide the appropriate level of service to  
 8 support planned growth and development in Urban Growth Areas." The 2021-2026 CIP, a  
 9 component of the County's CFP, is developed through a coordinated and collaborative  
 10 process between the County and non-County service providers of public capital facilities  
 11 such as schools, water and sewer infrastructure and services, and electric power.  
 12

13 F. The 2021-2026 CIP was developed to comply with and implement the following County  
 14 directives:  
 15

16 1. Section 6.50 of the County Charter "...The county council in considering the budget  
 17 ordinance proposed by the county executive, may delete or add items, may reduce  
 18 or increase the proposed appropriations and may add provisions restricting the  
 19 expenditure of certain appropriations, provided that the county council shall adopt a  
 20 six (6) year capital improvement program as an adjunct to the budget, including a  
 21 balance of proposed expenses and potential revenue sources." The County's  
 22 annual capital improvement program, including the 2021-2026 CIP, is considered  
 23 and adopted as part of the annual budget.  
 24

25 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital  
 26 improvement program for the next six fiscal years pursuant to the county charter  
 27 and chapter 36.70A RCW." The County's annual capital improvement programs,  
 28 including the 2021-2026 CIP, are developed for compliance with state and local  
 29 requirements, and is considered and adopted as part of the annual budget.  
 30

31 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities  
 32 that meets the requirements of the GMA, achieves the county's levels-of-service  
 33 objectives for county roads and is within its financial capabilities to carry out." The  
 34 2021-2026 CIP contains: 1) an adequate financing plan for all County capital  
 35 facilities, including those necessary to support development, 2) the minimum LOS  
 36 for those capital facilities necessary to support development, including roads and  
 37 transit, and 3) a statement of assessment that finds adequate funding and  
 38 regulatory mechanisms in place to maintain the minimum LOS for those capital  
 39 facilities necessary to support development.  
 40

41 G. The 2021-2026 CIP will comply with and implement the following goals, objectives, and  
 42 policies of the GPP because it is developed in coordination with other providers of public  
 43 capital facilities and it provides: 1) a six-year financing plan for all County and non-County  
 44 capital facilities that identifies the funding sources, projects, and schedule, and 2) an  
 45 assessment of the adequacy of funding and regulatory mechanisms for those public capital  
 46 facilities necessary to support development to maintain their established minimum LOS:  
 47

1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."
4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."
5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

#### H. Procedural requirements.

1. The proposal is a Type 3 legislative action under SCC 30.73.010.



2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 9, 2020, of Addendum No. 21 to the FEIS for the 2015 Comprehensive Plan Update.
3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was received by the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 31, 2020.
4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.
5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September of 2018 entitled "Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.
- I. This ordinance is consistent with the record as set forth in PDS staff reports relating to this proposal dated August 10, 2020, and September 9, 2020.

Section 2. The County Council makes the following conclusions:

- A. The 2021-2026 CIP is consistent with and complies with the procedural and substantive requirements of the GMA.
- B. The 2021-2026 CIP is consistent with and implements the MPPs, CPPs, and GPP.
- C. All SEPA requirements with respect to this non-project action have been satisfied.
- D. This proposal does not result in an unconstitutional taking of private property for a public purpose and does not violate substantive due process guarantees.

Section 3. The County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

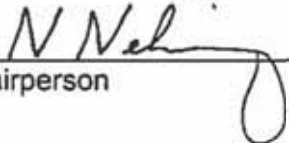
Section 4. The 2021-2026 CIP, attached hereto as Exhibit A and incorporated by reference to this ordinance, is hereby adopted as the six-year capital improvement program required by the GMA, County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and conclusions.

Section 5. The 2021-2026 CIP adopted by this ordinance supersedes all other County capital improvement programs. The 2021-2026 CIP shall control in the event of any inconsistency between the 2021-2026 CIP and any other capital improvement program adopted by the County.

Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board") or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

PASSED this 10th day of November, 2020.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
Chairperson

ATTEST:

  
Clerk of the Council

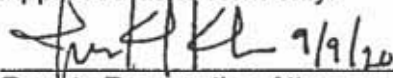
( X ) APPROVED      DATE: 11/23, 2020  
( ) VETOED  
( ) EMERGENCY

  
Snohomish County Executive

ATTEST:

  
Melissa Geraghty

Approved as to form only:

 7/9/20  
Deputy Prosecuting Attorney

D-18

AMENDED ORDINANCE NO. 20-071

RELATING TO THE GROWTH MANAGEMENT ACT,  
ADOPTING THE 2021-2026 CAPITAL IMPROVEMENT  
PROGRAM AS PART OF THE SNOHOMISH COUNTY  
CAPITAL FACILITIES PLAN - 7

## **AMENDMENTS to CIP #1 and 2**

### **Ordinance No. 20-071**

#### **Adopting the 2021-2026 Capital Improvement Program as a Part of Snohomish County's Growth Management Act Comprehensive Plan**

**TITLE:** Revisions to the proposed 2021-2026 Capital Improvement Program (herein "Proposed CIP") for consistency between the Proposed CIP and Council's Proposed Amended 2021 Budget.

**Brief Description:** The following two (2) amendments provide for consistency between the Proposed Amended 2021 Budget and the Proposed CIP:

**AMENDMENT 1:** *Revise the narrative related to City Partnership Projects in Community Parks with specific project list.* Revisions involve the narrative on pages 39-44 and the table on page 44 of the Proposed CIP.

**AMENDMENT 2:** *Revise the funding related to the SR 530 Memorial Project under Regional Parks.* Revisions involve the funding listed on page 24 as well as the table on page 28.



## **AMENDMENT 1**

**Name:** Revise the narrative in the CIP related to City Partnership Projects in Community Parks

**Brief Description:** Revising the narrative related to City Partnership Projects in Community Parks including a project list.

### **A. Revise the narrative on pages 39-44 of the Proposed CIP as follows:**

#### **ADD the following:**

**CITY OF ARLINGTON EVANS FIELD IMPROVEMENTS:** Restore and repair the backstop and bleachers

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF STANWOOD OLD PACIFIC HWY/102<sup>ND</sup> AVE:** SR 532 roundabout and bypass for Old Pacific Hwy/102nd

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF GRANITE FALLS JIM HOLM PARK IMPROVEMENTS:** Improvements to the Basketball Court

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF ARLINGTON HALLER PARK:** Veteran's memorial on the bridge

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021



**CITY OF DARRINGTON: Improvements related to building of historic industry equipment**

Prior Year Balance: \$0  
2021: \$10,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MARYSVILLE OLYMPIC VIEW PARK IMPROVEMENTS: Development of Olympia View Park**

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MUKILTEO ROAD IMPROVEMENTS: Improvements to the 76<sup>th</sup> Street bike and pedestrian paths**

Prior Year Balance: \$0  
2021: \$40,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EVERETT WALKWAY IMPROVEMENTS: Improvements to the Silver Lake Walk Way**

Prior Year Balance: \$0  
2021: \$80,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**COUNCIL DISTRICT 2: City Partnership Project**

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF EDMONDS CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the**

perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0  
2021: \$150,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MILL CREEK SILVER CREST PARK IMPROVEMENTS:** Improvements to include basketball court repair, irrigation, fence repair and replacement of benches and picnic tables

Prior Year Balance: \$0  
2021: \$100,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF MOUNTLAKE TERRACE BICENTENNIAL PARK IMPROVEMENTS:** Playground equipment at Bicentennial Park

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SULTAN OSPREY PARK IMPROVEMENTS:** Improvements to play structure

Prior Year Balance: \$0  
2021: \$25,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF SNOHOMISH AVERILL FIELD PARK IMPROVEMENTS:** upgrades to park

Prior Year Balance: \$0  
2021: \$30,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

**CITY OF LAKE STEVENS FRONTIER HEIGHTS PARK:** upgrades to park

Prior Year Balance: \$0  
2021: \$20,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF MONROE: Structural Improvements to Monroe Senior Center

Prior Year Balance: \$0  
2021: \$25,000 (REET 1)  
Future Years: \$0

Project Start/End Date: 2021

CITY OF LAKE STEVENS TRAIL: 1.3 mile trail connection between Lake Stevens and Centennial Trail

Prior Year Balance: \$0  
2021: \$50,000 (REET 2)  
Future Years: \$0

Project Start/End Date: 2021

- B. Revise the table on page 44 of the Proposed CIP to be consistent with the following information:**

**CIP - Capital:**

Fund	SubFund	Division	Program				
309	001	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community		
Object	2021	2022	2023	2024	2025	2026	
Capital Outlays	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000	
Program Subtotal:	\$444,964	\$570,000	\$670,000	\$1,070,000	\$70,000	\$70,000	
309	309	Parks Construction Fund	985 Parks And Recreation - Ad	944	Community		
Object	2021	2022	2023	2024	2025	2026	
Capital Outlays	\$373,454	\$0	\$0	\$0	\$0	\$0	
Program Subtotal:	\$373,454	\$0	\$0	\$0	\$0	\$0	
309	309	Parks Construction Fund	985 Parks And Recreation -	946	Regional	042	City Parks
Object	2021	2022	2023	2024	2025	2026	
Pass Thru Funds	\$750,000	\$0	\$0	\$0	\$0	\$0	
Program Subtotal:	\$750,000	\$0	\$0	\$0	\$0	\$0	
Other	Object	2021	2022	2023	2024	2025	2026
Prior Year Funds		\$19,873,701	\$0	\$0	\$0	\$0	\$0
Future Year Funds		\$0	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
Program Subtotal:		\$19,873,701	\$1,101,000	\$901,000	\$776,600	\$2,171,400	\$2,701,000
CIP-Capital Totals:		\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

**CIP - Funding Source:**

Funding Source	2021	2022	2023	2024	2025	2026
REET II	(\$5,000)	\$0	\$0	\$275,600	\$570,400	\$1,000,000
REET I	\$25,000					
Prior Year Funds	\$19,873,701	\$0	\$0	\$0	\$0	\$0
Parks Mitigation	\$1,174,964	\$1,671,000	\$1,571,000	\$1,571,000	\$1,671,000	\$1,771,000
Other Funds	\$373,454	\$0	\$0	\$0	\$0	\$0
Funding Sources Total:	\$21,442,119	\$1,671,000	\$1,571,000	\$1,846,600	\$2,241,400	\$2,771,000

- C. Amend all related text and summary tables in the final ordinance attachment, Exhibit A, to reflect the changes made by this amendment.

Council Disposition: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**  
**Priority Package Details**

**Snohomish County 2021 Budget - Council Adopted 11/10/2020**  
**Priority Package Detail**

**Priority:** **Department:** 09 Parks, Recreation & Tourism  
**Short Name:** Revenue Only - City/Council Partnerships **Package ID #:** 606

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a revenue only package providing \$750,000 in funding for City/Council Partnership Projects.  
\$150,000 per Council District. See corresponding PP: 608 and 607

**Justification:**

**SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:**

<b>Revenues Summary</b>	
FUND 309	\$750,000
<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

**EXPENDITURE/NEW REVENUE DETAIL:**

**NEW Revenue:**

Distribution Code	Description/Explanation	Amount
309.310985449901	OpT-REET 1	\$25,000
309.310985449902	OpT-Parks Projects-REET 2	\$725,000
<u>309 001 Parks Construction Fun</u>	<u>985 Parks And Recreation 944 Community</u>	<u>\$750,000</u>
<u>FUND309</u>	<u>SUB TOTAL - PRIORITY PACKAGE REVENUES:</u>	<u>\$750,000</u>
	<u>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</u>	<u>\$750,000</u>



## Snohomish County 2021 Budget - Council Adopted 11/10/2020

### Priority Package Detail

**Priority:** **Department:** 09 Parks, Recreation & Tourism  
**Short Name:** Funds for City/Council Partnerships **Package ID #:** 608

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** This is a CIP package to add \$750,000 for City/Council Partnership Projects. The total amount for the 2020 CIP and 2020 Budget year will be \$750,000, or \$150,000 per Council District. Please refer to Revenue PP #606 for revenue detail. This package is in addition to package "Parks 309-Community Parks".

**Justification:**

#### SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

#### EXPENDITURE/NEW REVENUE DETAIL:

##### CIP - Capital:

Fund:	SubFund:	Division:	Program:	SubProgram:					
<u>309</u>	<u>001</u>	<u>Parks Construction</u>	<u>985</u>	<u>Parks And Recreation -</u>	<u>944</u>	<u>Community</u>	<u>033</u>	<u>City Parks Bond</u>	
Category:		2021	2022	2023	2024	2025	2026		
309.51094403316501	City Parks-REET1-Constr	\$25,000	\$0	\$0	\$0	\$0		\$0	
309.51094403326501	City Parks-REET2-Constr	\$725,000	\$0	\$0	\$0	\$0		\$0	
Program Totals:		\$750,000	\$0	\$0	\$0	\$0		\$0	
GRAND TOTAL - CIP EXPENDITURES:		\$750,000	\$0	\$0	\$0	\$0		\$0	

##### CIP - Funding Source:

Funding Source	2021	2022	2023	2024	2025	2026
REET I	\$25,000	\$0	\$0	\$0	\$0	\$0
REET II	\$725,000	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL - CIP REVENUES:	\$750,000	\$0	\$0	\$0	\$0	\$0

## Snohomish County 2021 Budget - Council Adopted 11/10/2020

### Priority Package Detail

**Priority:** **Department:** 16 Nondepartmental

**Short Name:** Allocating funds to City/Council Partnerships

**Package ID #:** 607

**Special Factor:** **Percent of Package Driven by Factor:**

**Description:** Adding \$750,000, or \$150,000 per Council District for City/Council Partnership Projects. See corresponding PP#'s 606 and 608

**Justification:**

#### SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

Expenditures Package Summary		Revenues Summary	
FUND 191	\$750,000	FUND 191	\$750,000
<b>TOTAL - EXPENDITURES</b>	<b>\$750,000</b>	<b>TOTAL - REVENUES</b>	<b>\$750,000</b>

#### EXPENDITURE/NEW REVENUE DETAIL:

##### Expenditures:

Distribution Code	Description/Explanation	Amount
191.5169905514	OpT-Park Projects	\$25,000
	<b>191 001 1st Qtr % REET</b> <b>648 Sb 4972 Capital Impr</b> <b>990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.5167005514	OpT-Park Projects	\$725,000
	<b>191 002 2nd Qtr % REET (ESH</b> <b>651 Shb 2929 Capital Imp</b> <b>700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE EXPENDITURES:</b>	<b>\$750,000</b>

##### NEW Revenue:

Distribution Code	Description/Explanation	Amount
191.3169900800	Fund Balance	\$25,000
	<b>191 001 1st Qtr % REET</b> <b>648 Sb 4972 Capital Impr</b> <b>990 SB 4872 -- REET 1</b>	<b>\$25,000</b>
191.3167000800	Fund Balance	\$725,000
	<b>191 002 2nd Qtr % REET (ESH</b> <b>651 Shb 2929 Capital Imp</b> <b>700 SHB 2929 -- REET 2</b>	<b>\$725,000</b>
	<b>FUND 191 SUB TOTAL - PRIORITY PACKAGE REVENUES:</b>	<b>\$750,000</b>
	<b>GRAND TOTAL - PRIORITY PACKAGE "NEW REVENUES":</b>	<b>\$750,000</b>

## ATTACHMENT C

Written Request for Funding from City to County



## *City of Sultan*

*Russell Wiita, Mayor*

### **ATTACHMENT C: Written Request for Funding from City to County**

Tom Teigen, Director  
Snohomish County Parks, Recreation and Tourism  
6705 Puget Park Drive  
Snohomish WA 9829

Dear Mr. Teigen,

The City of Sultan is requesting \$25,000.00 from Snohomish County's REET 2 funds within the 2021 budget. The funds would be used for improvements to Osprey Park Playground, the largest park within the City. The City of Sultan only has two city parks that currently have play equipment. The equipment at Osprey Park was originally installed in 1997 and was constructed of Cedar that is now rotting and creating a safety hazard. The funds were used to purchase the new structure that was constructed in 2020.

The City knows how challenging funding can be for different projects and we appreciate the support the County has with the City, and we look forward to many more years of a strong partnership.

Will Ibershof  
City Administrator



## ATTACHMENT D

### Description of Project



*City of Sultan*

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**ATTACHMENT D:**

Description of Project - Osprey Park Improvements

The city made improvements to Osprey park these improvements included:

- Removal and disposal of the old play structure.
- Installing of a concrete boarder between the play surface and the grass 80'x100'
- Installing an new play structure for 3- 12 year old's
- Installing a 80' zip line
- Installing a swing set that includes a ADA swing.

The work was completed by the Public works staff and the playground company .

## ATTACHMENT E

### Confirmation of Ownership of Project/Location



## City of Sultan

### ATTACHMENT E:

#### Confirmation of Ownership of Project/Location - Osprey Park Improvements

Osprey Park is located at 814 First street near the intersection of 1<sup>st</sup> Street and High Ave in Sultan, WA it is made up of many parcels, but the improvements will be focused on 2 parcels. Parcel # 28083100400300 houses the sports fields where most of the work will occur. The second parcel is parcel # 28083100402400 which houses the Playground and bathrooms.







## ATTACHMENT F

Description of City's involvement in the planning, design, construction, maintenance, operation and ongoing role with project



*City of Sultan*

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**ATTACHMENT F:**

Description of City's involvement in the planning, design, construction, maintenance, operation, and ongoing role with project- Osprey Park Improvements

In 2020 the city updated the pro's plan. This document is used to Plan and guide the city with all upgrades and park additions in their parks system. In this process the city found that our citizens wanted to have improvements to the old dilapidated play structure.

In 2020, the city purchased and installed the new equipment using the State of Washington Department of Enterprise Services Contract with All play Systems. The Play structure cost was \$157,227.23 and the city staff installed the concrete boarder and placed the engineered wood fiber footing.

## ATTACHMENT G

### Proof of Insurance





451 Diamond Drive | Ephrata, WA 98823

**TO:** CIAW Members and Brokers  
**FROM:** CIAW Board of Directors  
**DATE:** November 6, 2020  
**SUBJECT:** Renewal 2020-21

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On behalf of the Cities Insurance Association of Washington (CIAW) Board of Directors, we want to thank you for your continued support and shared vision of our mission to ensure the availability of stable and affordable insurance protection for Washington's cities, fire districts, and special districts. We recognize the budgetary constraints you may be facing and are committed to providing excellent value to our membership.

The Board has approved a premium increase to the program this year for coverage costs. This rate increase is due to the following factors:

- Loss development
- The insurance market as a whole has experienced significant losses nationwide due to weather and fire

As the CIAW begins its 32<sup>nd</sup> year, we are pleased to provide the following benefits to the membership:

- The flexibility of a Memorandum of Coverage (MOC), which meets the unique needs of public entities and is continuously improved with input from both our membership and brokers. It is reinsured by fiscally sound, A-rated insurance carriers.
- A fully-funded Aggregate Stop Loss Policy is purchased to protect your program's assets and secure future unreserved equity.
- Underinsured Motorist Coverage will be offered on an optional basis for each member.
- Quality risk management services and educational trainings are available to all members at no additional cost. New services and trainings are developed each year. Visit [www.ciaw.us](http://www.ciaw.us) for details.
- Competitive premium financing options are available through Imperial PFS. Please contact us for information on how to obtain a quote. Multiple payment structures are available, including options for 12 equal monthly installments or quarterly payments.

The CIAW Board approved an overall rate increase this year of approximately 8%, as well as an increase to the Self Insured Retention (SIR) to \$100,000 for all lines of coverage except crime. The health of the pool is what ensures long-term stability for the entities that rely on us for risk management and coverage solutions. Securing coverage and rate stability have been primary focuses for the Board of Directors during this renewal cycle due to hardening market conditions and many unknowns in the insurance marketplace. Thank you for your confidence in our efforts during such an uncertain time.

#### **Coverage Changes:**

In addition to general clean-up items currently being discussed, the following changes will be made as of December 1, 2020. The specific details of the clean-up items and language changes are being finalized.

1. The Miscellaneous Professional Liability endorsement and Schedule of Professional Services will be amended to clarify the coverage intent regarding nurses and ARNPs. ARNPs or similar Nurse Practitioners are not covered under the Miscellaneous Professional Liability endorsement. The CIAW MOC provides liability coverage for incidental medical malpractice within the general liability form while

acting in the scope of their duties as a nurse. The MOC does not provide medical malpractice coverage for the professional services of an ARNP.

2. The MOC will include an exclusion for losses arising out of the actual or alleged transmission of a communicable disease or virus, or caused by or resulting from a communicable disease or virus. This exclusion is a common and rapidly evolving issue in all insurance markets. However, the staff at Clear Risk Solutions is working on alternate options for the CIAW Board to consider in early 2021.
3. The MOC will include an industry standard OFAC Sanction Limitation Exclusion to clarify coverage intent.
4. The MOC will include an industry standard Cyber Liability Exclusion to clarify coverage intent. Cyber Liability is placed separately for the pool.
5. Language will be added to the property exclusion for underground pipes to clarify that the limited carve back coverage extends to water or sewer lift stations/pumps.
6. Language will be added to the Definition of Flood to include Surge and Storm Surge.

In order to maintain the benefit of replacement cost property valuation for all members, the Board approved a minimum building value of \$125 per square foot on all buildings. Members are expected to adhere to the Board approved minimum, unless adequate documentation was provided for a variance. If no variance was approved, then the location(s) have been scheduled at the minimum recommended value. Your total renewal premium reflects any changes in property values, vehicles, and liability exposures that you have requested in the past year in addition to the rate increase noted above.

The enclosed Coverage Confirmation provides a detailed outline of your new coverage and deductibles for the 2020-21 coverage period. Please contact Stacy Lyon at [slyon@chooseteclear.com](mailto:slyon@chooseteclear.com) or 800-407-2027, ext. 4077, with questions regarding your enclosed renewal documents. Any corrections or changes to exposures should be reported to our office by November 17, 2020, to allow sufficient time to finalize coverage and issue renewal certificates prior to December 1, 2020. We will be unable to process any changes for the 2019-20 coverage term after this date.

Please mail premiums directly to the Administration Office (Clear Risk Solutions), made payable to the Cities Insurance Association of Washington, prior to January 1, 2021. Any unpaid premium after January 1, 2021, will be subject to a 2% per month late fee. The invoice is being held five (5) days before being sent to members to allow brokers time to contact members prior to receiving their renewal email.

The CIAW Board of Directors is proud to be working with qualified partners who share the philosophy of risk management, responsibility, and community within a member-owned and directed program. If you have any questions or concerns, please feel free to contact our program administrator, Clear Risk Solutions at 800-407-2027. For additional information, please visit our website at [www.ciaw.us](http://www.ciaw.us).

Thank you for your continued participation. We look forward to providing quality service to your entity in the future.

Sincerely,



Laura Koenig, CIAW Board Chair  
Finance Director, City of Sultan





## CITIES INSURANCE ASSOCIATION OF WASHINGTON COVERAGE CONFIRMATION

*The terms, conditions, and exclusions shown here are brief overviews included in, but not limited to, the coverages provided by the Cities Insurance Association of Washington. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. Information represented in this Coverage Confirmation is subject to the exclusions, terms, limitations, and conditions of the Memorandum of Coverage. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. In the event of differences, the Memorandum of Coverage will prevail. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. Clear Risk Solutions will process all surplus lines filings on any excess and surplus lines policies, if applicable, on behalf of CIAW. The Memorandum of Coverage is subject to audit. Defense costs are outside the limits, unless excess limits are purchased. Defense costs are inside the limits for members with excess liability limits scheduled on file with the company. For claims made coverages, a copy of the Extended Reporting Period MOC language is available upon request.*

*It is the responsibility of the broker or Covered Member to review this document to confirm its accuracy. Companies are subject to change prior to December 1.*

**Notice of Cancellation for Non-Payment**

*We may cancel coverage within 60 days in the event of non-payment of premium. Notice of cancellation will be mailed to the Covered Member's last known address and will indicate the date on which coverage is terminated. If applicable, a copy will be mailed to the broker of record on file.*

**Covered Member:**

City of Sultan  
PO Box 1199  
Sultan, WA 98294

**Broker:**

A&R Insurance and Financial Services LLC

**Coverage Period:** 12/01/2020 to 12/01/2021

**Coverage Confirmation Expiration Date:** 03/01/2021, at 12:01 a.m.

**Member Since:** 01/22/1989

**Authorized Signature:**

**Administered by Clear Risk Solutions**

Coverage #: CIAW202134565  
Covered Member: City of Sultan

## COVERAGE CONFIRMATION

### PROPERTY COVERAGE PART

**Item 1. CIAW Program Retention:**

Real and Personal Property                      Each Occurrence \$100,000

**Item 2. Limit of Coverage:**

Real and Personal Property                      Each Occurrence and Group Aggregate \$100,000,000  
(excluding Earthquake and Flood)

**Item 3. Sublimits of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

- 1a. **EXCLUDED**      Sublimit for Earthquake per Occurrence and in the annual aggregate.
- 1b.      \$15,000,000      Annual Group Aggregate for Earthquake.
- 2a. **EXCLUDED**      Sublimit for Flood per Occurrence and in the Annual Aggregate except that covered Property located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood sublimits:  
  - \$ 1,000,000      per occurrence and Annual Aggregate, and
  - \$15,000,000      Annual Group Aggregate.
- 2b.      \$15,000,000      Annual Group Aggregate for Flood.
- 3.      \$1,000,000      Sublimit for combined Transit and off Premises Extension per occurrence.
- 4.      \$5,000,000      Sublimit for combined Business Interruption and Extra Expense per occurrence.
- 5.      \$1,000,000      Sublimit for Accounts Receivable per occurrence.
- 6.      \$5,000,000      Sublimit for Rental Income per occurrence.
- 7.      \$1,000,000      Sublimit for Valuable Papers per occurrence.
- 8.      \$2,500,000      Sublimit for Additionally Acquired Property per occurrence.
- 9.      \$250,000      Sublimit for Newly Built or Constructed Property per occurrence.
- 10.      \$10,000,000      Sublimit for Electronic Data Processing per occurrence.
- 11.      \$25,000      Sublimit for Random Attack of Computer Hack or Virus per occurrence
- 12.      \$25,000      Sublimit for Re-keying Expense per occurrence and annual aggregate.
- 13.      \$1,000,000      Sublimit for Fine Arts per occurrence.
- 14.      Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per occurrence.
- 15.      Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the Company per Occurrence.
- 16.      Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the Company per Occurrence.
- 17.      Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the Company, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per Occurrence
- 18.      \$50,000      Sublimit aggregate Temporary Safeguard of Property Extension per Occurrence.
- 19a.      \$100,000      Sublimit for Mold or Other Fungi as a result of covered losses.
- 19b.      \$300,000      Annual Group Aggregate for Mold or Other Fungi as a result of covered losses.
- 20.      \$100,000      Sublimit for Walkways, Roadways, Courts, and other similar paved or artificial surfaces per Occurrence.



Coverage #: CIAW202134565  
Covered Member: City of Sultan

**Item 4. Deductible:**

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Real and Personal Property (except Earthquake, Flood, and Auto Physical Damage for Scheduled Automobiles)	Per Schedule on file with Company
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Automobile Physical Damage for Scheduled Automobiles	Per Schedule on file with Company
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Rental Vehicles Physical Damage	Each Occurrence: <ul style="list-style-type: none"><li>• \$250 Fire Districts/Special Districts</li><li>• \$1,000 Cities</li></ul>
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Earthquake: The greater of 2% of the total value of all Property at the Locations suffering loss or \$50,000 loss per occurrence. Total value of all Property means the total value of all Property shown in the statement of values on file with the Company at the time of loss. A Location means a single street address or if no street address, single legal description.

Flood: \$25,000 each loss per occurrence except that covered Property located at the time of loss in a flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/a, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following Flood Deductibles:

- \$500,000 per occurrence applying to each building damaged, and
- \$500,000 per occurrence applying to Personal Property within a building, and
- \$500,000 per occurrence applying to all other covered Property.

Coverage #: CIAW202134565  
Covered Member: City of Sultan

## COVERAGE CONFIRMATION

### LIABILITY COVERAGES DECLARATIONS

**Item 1. CIAW Program Retention:**

General Liability	Each Occurrence	\$100,000
Wrongful Act Liability	Per Claim	\$100,000
Automobile Liability	Each Accident	\$100,000

**Item 2. Deductible:**

The CIAW Program Retention listed above is in addition to the deductibles listed below.

a.	General Liability Coverage Part	Each Occurrence	\$250
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$1,000
c.	Miscellaneous Professional Liability	Each Wrongful Act	\$1,000
d.	Automobile Liability Coverage Part	Each Accident	See schedule
e.	Uninsured/Underinsured Motorist Coverage		
	Property Damage	Each Accident	EXCLUDED
	Bodily Injury	Each Accident	EXCLUDED
f.	Employee Benefits Liability Coverage Part	Each Employee Benefits Incident	\$250
g.	Stop Gap Employer's Liability	Each Accident	\$250
h.	Sexual Abuse Liability	Each Sexual Abuse	\$250
i.	Law Enforcement Liability	Each Occurrence	\$250
		Each Accident	See schedule

**Item 3. Limit of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed for Liability Coverages.

a.	General Liability Limit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000
	<u>Sublimits:</u>		
	Products and Completed Liability Sublimit	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
	Premises Liability Sublimit	Each Occurrence and Annual Aggregate	\$1,000,000
	Garage Liability Sublimit	Each Occurrence and Annual Aggregate	\$10,000,000
	Sewer Back-up Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Failure to Supply Sublimit	Each Occurrence and Annual Aggregate	\$2,000,000
	Unmanned Aircraft Liability Sublimit	Each Occurrence and Annual Aggregate	\$10,000,000
	Unmanned Aircraft – under 30 lbs. total weight and FAA Compliant		
	Stop Gap Employer's Liability Sublimit	Each Accident	\$10,000,000
		Annual Aggregate	\$20,000,000

Coverage #: CIAW202134565  
 Covered Member: City of Sultan

	Employee Benefit Liability Sublimit	Each Employee Benefits Incident	\$10,000,000
		Annual Aggregate	\$20,000,000
	Sexual Abuse Liability Sublimit	Each Sexual Abuse	\$10,000,000
		Annual Aggregate	\$10,000,000
		Group Aggregate	\$30,000,000
	Law Enforcement Liability Sublimit	Each Occurrence/	
		Each Accident	\$10,000,000
		Annual Aggregate	\$20,000,000
	Traumatic Event Response Coverage Crisis Expense Sublimit Crisis Property Improvements Sublimit	Each Traumatic Event	\$100,000
		Each Traumatic Event	Included
		Group Aggregate	\$300,000
b.	Wrongful Act Liability Limit	Each Wrongful Act	\$10,000,000
		Annual Aggregate	\$10,000,000
		Group Aggregate	\$50,000,000
	<u>Sublimits:</u>		
	Miscellaneous Professional Liability Sublimit	Each Wrongful Act	\$10,000,000
c.	Automobile Liability Limit	Each Accident	\$10,000,000
	<u>Sublimits:</u>		
	Limited Garagekeepers Sublimit	Each Accident	\$1,000,000
	Uninsured/Underinsured Motorist Sublimit	Each Accident	EXCLUDED
d.	Defense Costs (all liabilities)	Each Occurrence/ Each Wrongful Act	\$2,000,000

Item 4. **Retroactive Date:**

Wrongful Act Liability – Primary	\$10,000,000	09/01/1991
Miscellaneous Professional Liability – Primary	\$10,000,000	09/01/1991
Employee Benefit Liability – Primary	\$10,000,000	09/01/1991

Coverage #: CIAW202134565  
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## COVERAGE CONFIRMATION CRIME COVERAGE PART

**Item 1. CIAW Program Retention:**

Crime Coverage Part	Each Occurrence	\$25,000
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**Item 2. Deductible:**

The CIAW Program Retention listed above is in addition to the deductibles listed below.

Employee Theft	Each Occurrence	\$1,000
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities Inside / Outside	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer	Each Occurrence	EXCLUDED

**Item 3. Limit of Coverage:**

Crime Coverage Part	Each Occurrence and Annual Aggregate	\$1,000,000
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The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Coverage Agreements	Sublimits of Coverage
Employee Theft - Per Loss Coverage	\$1,000,000
Employee Theft - Per Employee Coverage	EXCLUDED
Forgery or Alteration	\$1,000,000
Inside the Premises - Money and Securities	\$250,000
Inside the Premises - Robbery or Safe Burglary of Other Property	\$250,000
Outside the Premises - Money and Securities	\$250,000
Computer Fraud	\$250,000
Funds Transfer Fraud	EXCLUDED
Money Orders Counterfeit Paper Currency	EXCLUDED
Faithful Performance	Included in Employee Theft sublimit



Coverage #: CIAW202134565  
 Covered Member: City of Sultan

## COVERAGE CONFIRMATION

### EQUIPMENT BREAKDOWN COVERAGE PART

**Item 1. CIAW Program Retention:**

Equipment Breakdown Coverage Part	"One Accident"	\$0	Combined, All Coverages
All Motors and Pumps		\$25,000	

**Item 2. Deductible:**

The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.

Equipment Breakdown Coverage Part:

Equipment Breakdown:	One Accident	\$2,500	Combined, All Coverages
All Motors and Pumps (All Member Deductible):		\$10,000	

**Item 3. Limit of Coverage:**

Equipment Breakdown Coverage Part	One Accident	\$100,000,000
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**Item 4. Sublimits of Coverage:**

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

Property Damage:	Included
Business Income:	Included
Extra Expense:	Included
Service Interruption:	Included
Perishable Goods:	\$500,000
Data Restoration:	\$100,000
Computer Equipment:	Included
Off Premises Property Damage:	EXCLUDED
Contingent Business Income:	Included
Demolition:	25% of building or tenant's improvements or betterments value
Ordinance or Law:	25% of building or tenant's improvements or betterments value
Expediting Expenses:	Included
CFC Refrigerants:	Included
Hazardous Substances:	\$5,000,000
Extended Period of Restoration:	30 days
Newly Acquired Locations:	Included; 365 days
Service Interruption Waiting Period:	24 hours

Coverage #: CIAW202134565  
Covered Member: City of Sultan

## COVERAGE CONFIRMATION

### PRIVACY & NETWORK LIABILITY AND DATA BREACH POLICY

**Item 1. CIAW Program Retention:**

Privacy & Network Liability	Per Claim / Occurrence	\$25,000
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**Item 2. Deductible:**

The deductibles listed below are part of and not in addition to the CIAW Program Retention listed above.

All Coverages	\$10,000 per Claim
Except Loss of Business Income	10 Hours waiting period

**Item 3. Limit of Coverage:**

Member Annual Policy Aggregate	\$5,000,000
Group Combined Policy Aggregate	\$10,000,000

The Sublimits of Coverage shown below do not increase the overall Limits listed above.

a. Cyber, Privacy and Network Security Liability	Per Claim and Aggregate	\$5,000,000
b. Payment Card Loss Coverage	Per Claim and Aggregate	\$5,000,000
c. Privacy Regulatory Proceedings	Per Claim and Aggregate	\$5,000,000
d. Electronic, Social and Printed Media Liability	Per Claim and Aggregate	\$5,000,000
e. Business Interruption and Extra Expense	Each Occurrence and Aggregate	\$5,000,000
f. Business Interruption System Failure	Each Occurrence and Aggregate	\$5,000,000
g. Contingent Business Interruption and Extra Expense	Each Occurrence and Aggregate	\$5,000,000
h. Contingent Business Interruption System Failure	Each Occurrence and Aggregate	\$5,000,000
i. Digital Data Recovery	Each Occurrence and Aggregate	\$5,000,000
j. Network Extortion	Each Occurrence and Aggregate	\$5,000,000
k. Data Breach Response (Utilizing Chubb Data Breach Service Team)	Each Occurrence and Aggregate	\$5,000,000
l. Data Breach Response (not utilizing Chubb Data Breach Service Team)	Each Occurrence and Aggregate	\$500,000
m. Social Engineering Financial Fraud	Each Occurrence	\$250,000
	Group Aggregate	\$500,000
n. Bricking Coverage	Each Occurrence	\$1,000,000
	Group Aggregate	\$5,000,000
o. Voluntary Shutdown	Each Occurrence and	
	Group Aggregate	\$1,000,000
p. Customer Attrition Loss	Each Occurrence	\$1,000,000
	Group Aggregate	\$5,000,000

**Item 4. Retro Active Date:** (Coverages a., b., c., and d. above)

Full Prior Acts

Coverage #: CIAW2021 34565  
Covered Member: City of Sultan

## PARTICIPATING CARRIERS

### THE FOLLOWING CARRIERS REINSURE THE DESIGNATED PORTIONS OF THE MOC:

#### Property Coverage:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted	\$10,000,000 Per Occurrence, subject to sublimits listed on Declarations Page
Hallmark Specialty Insurance Company	(A- VIII) Non-Admitted	\$10,500,000 (70%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
Underwriters at Lloyds's, London – Brit Syndicate 2987	(A XV) Non-Admitted	\$1,500,000 (10%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
Certain Underwriters at Lloyd's, London Syndicate HCC	(A XV) Non-Admitted	\$3,500,000 (20%) part of \$15,000,000 Per Occurrence excess of \$10,000,000
Great American Insurance Company of New York	(A+ XV) Admitted	\$75,000,000 Per Occurrence excess of \$25,000,000

#### General Liability Coverage:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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#### Automobile Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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#### Wrongful Acts Liability:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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#### Crime Coverage:

Pennsylvania Manufacturers' Association Insurance Company (Old Republic)	(A+ XV) Admitted
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#### Equipment Breakdown Coverage:


Hartford Steam Boiler Inspection and Insurance Company of Connecticut	(A++ X) Admitted
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### THE CARRIERS BELOW PROVIDE COVERAGE FOR THE FOLLOWING LINES OF BUSINESS ON A SEPARATE MASTER POLICY:


#### Privacy & Network Liability and Data Breach:

Illinois Union Insurance Company (Chubb)	(A++ XV) (Non-Admitted)
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 <b>Cities Insurance Association of Washington</b> Vehicle Insurance Identification Card	
<b>COVERED MEMBER:</b>	City of Sultan
<b>EFFECTIVE:</b>	12/1/2020 to 12/1/2021
<b>STATE:</b>	Washington
<b>COMPANY:</b>	CIAW
<b>POLICY NUMBER:</b>	CIAW202134565
<b>VEHICLE IDENTIFICATION NUMBER:</b>	Fleet
<b>CARD ISSUED BY:</b>	Cities Insurance Association of Washington
451 Diamond Drive • Ephrata, WA 98823 (509) 754-2027 • TOLL FREE (800) 407-2027 • FAX (509) 754-3406 <a href="http://www.ciaw.us">www.ciaw.us</a> • Program Administrator: Clear Risk Solutions	

 <b>Cities Insurance Association of Washington</b> Vehicle Insurance Identification Card	
<b>COVERED MEMBER:</b>	City of Sultan
<b>EFFECTIVE:</b>	12/1/2020 to 12/1/2021
<b>STATE:</b>	Washington
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 <b>Cities Insurance Association of Washington</b> Vehicle Insurance Identification Card	
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## ATTACHMENT H

Relevant portions of the City's Capital Facilities Plan  
including property and project and relevant portions of the City's  
budget regarding the project



**2021-2022 CAPITAL PROJECTS**

CAPITAL IMPROVEMENTS	Capital Improvement Project Total	Impact or Reserves	Operating Fund Transfer	Grants or Bonds	2021 Budgeted Projects Total
ADA ramp at River park gazebo	3,000	3,000			3,000
Auto locks Reese Park bathrooms	5,000	5,000			5,000
Dog Water Fountain	3,000	3,000			3,000
Osprey Play Area Repair - EWF	5,000	5,000			5,000
Osprey Play Equipment Repair parts	5,000	5,000			5,000
New park entrance signs	55,000	45,000		10,000	55,000
Sprinkler repairs for Osprey/ Reese	8,000		8,000		8,000
One Pc. of Agility Equip.	3,000	3,000			3,000
Picnic Tables	2,000	2,000			2,000
Cover dougouts at Osprey	4,000	4,000			4,000
Replace roof at River park gazebo	10,000		10,000		10,000
Build covered seating and Gazebo's at Osprey	60,000	35,000		25,000	60,000
Chief sultan Foundation	3,500			3,500	3,500
Hammer park aquisition	95,000	95,000			95,000
Snow gutter for osprey park Bball court	5,000	5,000			5,000
<b>Parks Improvements</b>	<b>266,500</b>	<b>210,000</b>	<b>18,000</b>	<b>38,500</b>	<b>266,500</b>
Paving 135th Water Main Project	430,000	430,000			430,000
Water Plant Design \$246,962 Grant spent in 2020	596,962	400,000		-	400,000
Water plant construction Management	600,000				-
Water Plant construction	5,630,000				-
Water Meters and backflow devices	7,000		3,500		3,500
<b>Water System Improvements</b>	<b>7,263,962</b>	<b>830,000.00</b>	<b>3,500.00</b>	<b>0.00</b>	<b>833,500.00</b>
Main Street Sewer Replacement Phase 2	930,000	930,000			930,000
Main Street Sewer Replacement Phase 2 Construction Management	90,000	90,000			90,000
Main Street Sewer Replacement Phase 3	1,200,000	-			-
Main Street Sewer Replacement Phase 3 Construction Management	120,000				-
Phase - Design	1,200,000	1,200,000			1,200,000
Phase 1 Construction	3,900,000				-
Phase 2 Construction	7,500,000				-
Leak proof Manhole Lids (10)	3,500		3,500		3,500
Clarifier Motors	9,000		9,000		9,000
Floats Replaced	2,500		2,500		2,500
Moisture & Thermal Sensors installed on grip pump	750		750		750
Replace Pressure Gauges	1,000		1,000		1,000
<b>Sewer System Improvements</b>	<b>14,956,750</b>	<b>2,220,000.00</b>	<b>16,750.00</b>	<b>0.00</b>	<b>2,236,750</b>

Asphalt Replacement	15,000		15,000		15,000
Main Street Improvement Plan	75,000		75,000		75,000
T-75 East-West Connector #3 135th	5,520,000				-
T-72 Old Owen RD sidewalk Project	360,000				-
T-34E US 2 at Main Roundabout	2,100,000	210,000		1,890,000	2,100,000
T-34A SR2 - Old Owen/ Fern Bluff Rd - Sultan - WB Peak Shoulder Use	7,000,000				-
T-34B SR2 - 5th St/Mann Rd - Sultan - WB Peak Shoulder Use	3,500,000				-
T-34C SR2 - 5th St/Mann Rd - Sultan - EB Peak Shoulder Use	3,500,000				-
Sidewalk Replacement Program	50,000	25,000	25,000		50,000
<b>Street Improvements</b>	<b>22,120,000</b>	<b>235,000.00</b>	<b>115,000.00</b>	<b>1,890,000.00</b>	<b>2,240,000.00</b>
Dyer Road culvet project	800,000				-
<b>Storm Improvements</b>	<b>800,000</b>				<b>-</b>
Awning	6,500	6,500			6,500
Informational Kiosk	1,500	1,500			1,500
New Flag Pole	2,500	2,500			2,500
New Cemetery Signage	10,000	10,000		-	10,000
Cemetery Fence	60,000		60,000		60,000
Repair sunken graves	15,000	15,000			15,000
<b>Cemetery Improvements</b>	<b>95,500</b>	<b>35,500.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>95,500.00</b>
Fix ADA ramp at City Hall	5,000		-		-
PW Shop Roof	25,000		-		-
Re key all building and inventory the keys	30,000		-		-
<b>Building Improvements</b>	<b>60,000</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Paint the Post office	55,000		55,000		55,000
Public Works Facility	50,000			50,000	50,000
Public Works Facility cover storage building	40,000				-
Seal City Hall	75,000			75,000	75,000
Paint the Well house at osprey	1,500		1,500		1,500
Paint the Bathroom at osprey	1,500		1,500		1,500
Paint the Bathroom at reece	1,500		1,500		1,500
<b>Building Capital Improvements</b>	<b>224,500</b>	<b>0.00</b>	<b>59,500.00</b>	<b>125,000.00</b>	<b>184,500.00</b>
<b>TOTAL</b>	<b>44,987,212</b>	<b>3,530,500.00</b>	<b>272,750.00</b>	<b>2,053,500.00</b>	<b>5,856,750.00</b>

## Grants

Although the City may receive grant funding in a particular year, it typically takes two years to complete the grant paperwork and begin the design process. Construction usually follows in the second or third year following the grant award.

## 305 Park Improvement Fund

Park impact fees provide the majority of city funding for new parks, open-space and trail systems. The current park impact fee is \$3,175 per dwelling unit.

The Parks Capital Budget is built on the assumption the city will issue eighty-five (85) single family residential building permits in 2021.

Capital projects for 2021 include:

- ADA ramp at River park gazebo
- Auto locks at Reese Park bathrooms
- Dog Water Fountain
- Osprey Play Area Repair - EWF
- Osprey Play Equipment Repair parts
- New park entrance signs
- Sprinkler repairs for Osprey and Reese
- One Piece of Agility Equip.
- Picnic Tables
- Cover dugouts at Osprey
- Replace roof at River park gazebo
- Build covered seating and Gazebo's at Osprey
- Chief Sultan Foundation
- Hammer park acquisition
- Snow gutter for Osprey park basketball court

### 2021 Budget

Account Number	Description	2017 Actual	2018 Actual	2019 Actual	2020 Budget	2021 Budget
305-000-308-10-000	Beginning Fund Balance	\$164,145	\$262,098	\$162,545	\$0	\$18,000
305-000-361-11-000	Investment Interest	\$1,159	\$1,666	\$618	\$300	\$300
305-000-369-00-000	Tourism Grant		\$0	\$10,000	\$9,456	\$38,500
305-000-369-90-010	Grants - RCO	\$2,827	\$208,498	\$62,034	\$0	\$0
305-000-397-10-000	Operating Transfer In	\$125,000	\$0	\$158,000	\$243,000	\$210,000
	Total Resources	\$293,131	\$472,262	\$393,197	\$252,756	\$266,800
Account Number	Description	2017 Actual	2018 Actual	2019 Actual	2020 Budget	2021 Budget
305-305-594-60-410	Professional Service	\$0			\$65,000	\$0
305-305-594-76-611	Park Sign Grant	\$0	0	0	\$0	\$10,000
305-305-594-60-610	Park Improvements		6737	645.75	\$162,000	\$161,500
305-305-594-60-610	Park Improvements	\$31,033	\$302,980	\$339,732	\$25,600	\$95,000
	Total Expense	\$31,033	\$309,717	\$340,378	\$252,600	\$266,500